

DOCUMENT 00 01 01

PROJECT MANUAL

FOR THE

**CAÑADA COLLEGE AND COLLEGE OF SAN MATEO
THEATER HOUSE LIGHTING RETROFIT PROJECT**

**Specifications – Volume 1
Bid Number 86695**

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

**3401 CSM DRIVE
SAN MATEO, CALIFORNIA 94402**

DOCUMENT 00 01 07

SEALS PAGE

Jason Lau, P. E.
Electrical Engineer No. **E16806**
Expires **9/30/14**



END OF DOCUMENT

DOCUMENT 00 01 10

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All project drawings included in the set dated September 9, 2014 by Interface Engineering

All project drawings included in the set dated September 16, 2014 by Landry & Bogan and listed below:

Cañada College

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- E2.1 Theater House Lighting Retrofit Floor Plan – Lighting
- E2.2 Theater House Lighting Retrofit Lighting Control Floor Plan
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- TL 2.2 Theater House Lighting Retrofit Main Floor Plan
- TL7.0 Theater House Lighting Retrofit Riser Diagram + Details

College of San Mateo

- E0.1 Theater House Lighting Retrofit Symbol List & General Notes - Electrical
- E2.1 Theater House Lighting Retrofit Floor Plan – Lighting
- E2.2 Theater House Lighting Retrofit Lighting Control Floor Plan
- TL2.1 Theater House Lighting Retrofit Reflected Ceiling Plan
- TL 2.2 Theater House Lighting Retrofit Main Level Plan
- TL7.0 Theater House Lighting Retrofit Main Level Plan

END OF DOCUMENT

DOCUMENT 00 11 13

ADVERTISEMENT FOR BIDS

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

BID NUMBER 86695
Cañada College and College of San Mateo Theater House Lighting Retrofit Project
Cañada College, 4200 Farm Hill Blvd., Redwood City, California
College of San Mateo, 1700 W. Hillsdale Blvd., San Mateo, California

Each bid must conform to and be responsive to the contract documents and be submitted on a form furnished by the District. Bids can only be submitted by those C10 contractors who have been pre-qualified with the District, as reflected on the District’s website: <http://www.smccd.edu/accounts/smccd/departments/facilities/PrequalCC.shtml>.

The Prequalified C-10 Construction Contractors for 2014 are:

ACCO Engineered Systems, Inc.	Air Systems, Inc.
Alpha Bay Builders Inc.	Atlas/Pellizzari Electric Inc.
Bay Area Systems and Solutions, Inc.	Cocconi Electric
Contra Costa Electric, Inc.	Cupertino Electric, Inc.
Del Monte Electric Co., Inc.	Intermountain Electric Company
Lloyd F. McKinney Associates, Inc.	Palmer Electric, Inc.
Redwood Electric Group, Inc.	Rosendin Electric, Inc.
Schneider Electric Buildings Americas, Inc.	Silver Creek Industries, Inc.
Smith & Sons Electric, Inc.	Sprig Electric
Transbay Fire Protection, Inc.	United California Glass & Door
Young Electric Co DBA Young Communications	Zolman Construction and Development, Inc.

DESCRIPTION OF THE WORK. The Work generally consists of a one-for- one replacement of the existing house lights with new LED fixtures at both the CAN and CSM theaters. This work will re-use the existing electrical wiring. An upgrade to the existing house lighting controls systems at both theaters is necessary to maintain the existing lighting control functionality and is included in this scope of work. Due to this upgrade some new low voltage wiring is necessary to connect the new LED fixtures to the control panels and is included in this scope of work. Some existing low voltage wiring will be re-used. (CAN only) Repair or replace existing cove lighting. Bidding documents contain the full description of the Work.

BIDS DUE: Sealed Bids will be received by the District at their office located at 3401 CSM Drive, San Mateo, CA no **later than** 2:00 pm, on Friday, October 10, 2014. Main contact for this bid is Patricia Powell, telephone (650) 358-6762, facsimile (650) 358-6867, and email: powellp@smccd.edu.

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

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

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

this reference, Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00 11 13.

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

PROCUREMENT OF BIDDING DOCUMENTS: Bidders may obtain copies of bid documents upon payment of a non-refundable fee to American Reprographics Company starting September 16, 2014 by calling (415)495-8700 or through their internet website at <http://www.e-arc.com/locations/303>. Request "CAN/CSM Theater House Lighting Retrofit Project" documents for printing. Bidders may access bid documents through the project web site, <http://www.smccd.edu/accounts/smccd/departments/facilities/CSMBusOps.shtml#>.

TWO MANDATORY PRE-BID CONFERENCES WILL BE HELD at: Cañada College Theater, 4200 Farm Hill Blvd, Bldg. 3, Redwood City, CA at **1:00 pm on Friday, September 26, 2014** and College of San Mateo Theater, 1700 W. Hillsdale Blvd., Bldg. 3, San Mateo, CA at **2:00 pm on Tuesday, September 30, 2014**. Attendance at both of these conferences is mandatory. Prospective subcontractors and vendors are encouraged to attend. Interested parties are advised to arrive early in order to park and obtain a parking pass from parking permit machines. Doors will be locked 15 minutes after the start time of each conference.

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

Board of Trustees
San Mateo County Community College District
Patricia Miljanich, Vice President-Clerk

Published: September 16, 2014
September 22, 2014

END OF DOCUMENT

DOCUMENT 00 11 19

INSTRUCTIONS TO BIDDERS

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

**THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING
RETROFIT PROJECT**

1. **RECEIPT OF BIDS.** Sealed Bids will be received by the District at their office (see paragraph 2 below) **no later than 2:00 pm**, on Friday, October 10, 2014. **District will receive Bids from pre-qualified contractors in a sealed envelope that is clearly labeled with the name and number of the bid. All Bids will be time stamped to reflect their submittal time. District will reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this DOCUMENT 00 11 19.**

2. **BID CONTACT INFORMATION:**

Bid Submittal and Mailing address:
San Mateo County Community College District
c/o Facilities Planning, Maintenance and Operations Department
3401 CSM Drive
San Mateo, CA 94402

Contact Name:
Patricia Powell

Telephone:
(650) 358-6762

Fax:
(650) 358-6867

Email (acceptable for informal communication, but not legal notice): powellp@smccd.edu

3. **BID SUBMISSION.** Bidder should mark its Bid envelope as BID FOR THE DISTRICT, BID NUMBER 86695, Cañada College and College of San Mateo Theater House Lighting Retrofit Project. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of District made as part of Bid prior to submission of Bid. Bidder's failure to submit all required documents strictly as required entitles District to reject the Bid as non-responsive.

4. Not used.

5. Not used.

6. **REQUIRED BID FORMS.** All Bidders must submit Bids using, where applicable, documents supplied in this Project Manual, including without limitation Document 00 41 00 (Bid Form), Document 00 43 10 (Indemnity and Release Agreement), 00 43 13 (Bond Accompanying Bid), Document 00 43 36 (Subcontractors List), Document 00 43 33 (Schedule of Major Equipment and Material Suppliers), Document 00 45 00 (Bidder Certifications), Document 00 45 14 (Key Personnel) and Document 00 45 19 (Non-collusion Affidavit). District will reject as non-responsive any Bid not submitted on the required forms. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bidding Sections. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders may not modify the Bid Form or qualify their Bids. Bidders must submit clearly

and distinctly written Bids. Bidders must clearly make any changes in their Bids by crossing out original entries, entering new entries, and initialing new entries. District reserves the right to reject any Bid not clearly written.

7. **REQUIRED BID SECURITY.** Bidders must submit with their Bids either cash, a cashier's check, or certified check from a responsible bank in the United States, or corporate surety bond furnished by a surety authorized to do business in the State of California, of not less than ten percent of amount of total Bid, including Owner's Allowance, payable to District. All Bidders choosing to submit a surety bond must submit it on the required form, Document 00 43 13 (Bond Accompanying Bid). District will reject as non-responsive any Bid submitted without the necessary Bid security.

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

8. **REQUIRED SUBCONTRACTORS LIST.** All Bidders must submit with their Bids the required information on all Subcontractors in Document 00 43 36 (Subcontractors List) for those Subcontractors who will perform any portion of the Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings confined in the plans and specifications, in excess of one half of one percent of total Bid. Violation of this requirement may result in Bid being deemed non-responsive and not being considered.
- A. **SUBCONTRACTORS LIST.** Public Contract Code Section 4104 is hereby incorporated in full by this reference. In compliance with PCC 4104 as of July 1, 2014, bidders **must list all SUBCONTRACTORS, AND THEIR ADDRESS**, that will fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

9. Not used.

10. **MANDATORY PRE-BID CONFERENCE and SITE VISIT.** District will conduct two (2) Mandatory Pre-Bid Conferences and Site Visits, per Document 00 11 13 (Advertisement for Bids). District reserves the right to schedule and organize the Site Visit to minimize congestion and disruption to existing facilities and congestion. Bidders are encouraged to submit written questions in connection with the Site Visit. District will transmit to all parties recorded as having received Bidding documents such Addenda as District in its discretion considers necessary in response to written questions. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. Other Pre-Bid Site visits may be scheduled at District's sole discretion, depending on staff availability.

11. **OTHER REQUIREMENTS PRIOR TO BIDDING.** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00 52 00 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the District that Bidder has fully completed these tasks.

12. **EXISTING DRAWINGS AND GEOTECHNICAL DATA.** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work) by giving District reasonable advance notice, as well as applicable environmental assessment information (if any) regarding the Project. Document 00 31 19 (Reports, Surveys and Existing Conditions) Reports, Surveys and Existing Conditions) applies to all supplied existing conditions information and geotechnical reports and all other information supplied regarding existing conditions either above ground or below ground. Documents are available for onsite review at the Construction Planning Department field office, 3401 CSM Drive, San Mateo, CA 94402, or may be purchased at American Reprographics Company starting September 16, 2014 by calling (415)495-8700

13. **ADDENDA.** Bidders must direct all questions about the meaning or intent of Bidding Documents to District Representative in writing. Interpretations or clarifications considered necessary by District in response to such

questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded by District as having received Bidding Documents. Addenda will be written and will be issued to each bidder to the address or fax number supplied District by Bidder. **District may not answer questions received after 2:00pm on Thursday, October 2, 2014.** Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by District.
- B. Addenda shall be acknowledged by number with signature in Document 00 41 00 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from District.

14. SUBSTITUTIONS. Bidders must base Bids on products and systems specified in Contract Documents or listed by name in Addenda.

- A. Except as provided in paragraph 15.c below, District will consider substitution requests on for “or equal items.” Bidders wanting to use “or equal” item(s) may submit Document 00 43 25 (Substitution Request Forms) items no later than thirty (30) days after the date of the Notice to Proceed. After that date, the District will not accept “or equal” substitution requests. To assess “or equal” acceptability of product or system, submittals of substitutions shall contain the information required in Document 00 43 25 (Substitution Request Forms) and set forth in Section 01 60 00 (Product Requirements). Insufficient information will be grounds for rejection of substitution. District shall, within a reasonable period of time after having received a request for substitution, issue in writing its decision as to whether the proposed substitute item is an “or equal” item. District’s decision shall be conclusive on all Bidders.
- B. Approved substitutions shall be listed in Addenda and become part of contact Documents.
- C. Substitutions may be requested after submitting Bids and Award of contract only in accordance with requirements specified in Section 01 60 00 (Product Requirements).
- D. As further limitation on Bidder’s privilege to substitute items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion, and/or are only available from one source. As to such items, District will not permit substitution. District will not permit substitutions for the following items:

CAMPUS	TYPE	DESCRIPTION	MFR’S CATALOG NO. OR DESCRIPTION
CSM/CAN	A	LED HOUSE LIGHT FIXTURE	ICO 27/20 6AR 45 120, DMXR, NPP16D
CSM/CAN	B	LED HOUSE LIGHT FIXTURE	ICO 27/20 6AR 70 120, DMXR, NPP16D
CSM	HL	HOUSE LIGHT CONTROL	ETC “Unison Paradigm” #UH10007-4-1F
CSM	HLK	HOUSE LIGHT KEY SWITCH	ETC “Unison Paradigm: #UH11K05-4-1F
CSM	S	SNAPSHOT STATION	ETC “Unison Paradigm” #UH100010-4-1F
CSM	NET	ETC 4 PORT NET3 GATEWAY	ETC Net3 Gateway
CSM	-	R20 MODULES FOR EXISTING ETC UNISON	ETC “Sensor R20” series
CSM	-	ETC ERn2 PROCESSOR	ETC “Unison ERn2” with Unison Paradigm Architectural Control Processor Station Power Module and 4-Port Ethernet switch option
CAN	HLM	HOUSE LIGHT MASTER STATION AND NEW SURFACE BACK BOX	ETC “UNISON PARADIGM” #UH40407-4-1F
CAN	HL	HOUSE LIGHT CONTROL- WITH LOCKING COVER	ETC “UNISON PARADIGM” #UH10105-4-1F
CAN	WL	WORK LIGHT CONTROL STATION	ETC “UNISON PARADIGM” #UH1005-4-1F
CAN	-	STAGE MANAGER’S PANEL WORK LIGHT/HOUSE LIGHT CONTROL PANEL	ETC “UNISON PARADIGM” #UH10105, UH1005 AND UH11K00
CAN	-	ETC 4 PORT NET3 GATEWAY	ETC “SENSOR R20” SERIES
CAN	-	ETC R20 RELAY MODULES	ETC NET3 GATEWAY
CAN	-	UNISON ERn2 EXTERNAL PROCESSING RACK W/ 4 PORT NETWORK SWITCH	ETC “UNISON” ERn2” WITH UNISON PARADIGM ARCHITECTURAL CONTROL PROCESSOR, STATION POWER MODULE AND 4-PORT ETHERNET SWITCH OPTION.

15. WAGE RATES. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by Director of the State of California Department of Industrial Relations, are available through the Department of Industrial Relations and are deemed included in the Bidding Documents. See <http://www.dir.ca.gov/dirdatabases.html>. Upon request, District will make available copies to any interested party In addition, Contractor shall post the applicable prevailing wage rates at

the Site.

- 16. EQUAL EMPLOYMENT OPPORTUNITY.** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
- 17. BID OPENING.** District will open all bidders' envelopes, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
- 18. DETERMINATION OF APPARENT LOW BIDDER.** Apparent Low Bid will be based solely on the total amount of all Bid items (including any alternates)] based on assumptions contained in Document 00 41 00 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
- 19.** Not used.
- 20. BID EVALUATION.** District may reject any or all Bids and waive any informalities or minor irregularities in the Bids. District also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. District reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if District believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some work items and enhanced prices for other work items.
 - A. In evaluating Bids, District will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, omit prices and other data, as may be requested in Document 00 41 00 (Bid Forms) or prior to the Notice of Award.
 - B. District may conduct reasonable investigations and reference checks of Bidder, proposed Subcontractors, suppliers and other persons and organizations as District deems necessary to assist in the evaluation of any Bid; ability qualifications, financial ability proposed Subcontractors, suppliers, and to establish Bidder's responsibility, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. District shall have the right to consider information provided by sources other than Bidder. District shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
 - C. Discrepancies between the multiplication of units of Work and limit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
 - D. Quantities stated in the Bidding Documents are approximate only and are subject to correction upon final measurement of the Work, and are subject further to the rights reserved by the District to increase or diminish the amount of work under any classification as advantages to design or construction needs require.
 - E. District may determine whether a Bidder is qualified in its sole discretionary judgment.
- 21. AWARD.** If the contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Following completion of all required District procedures and receipt of all District approvals, District will issue Document 00 51 00 (Notice of Award) to successful Bidder.
- 22. BID PROTEST.** Any Bid protest must be submitted in writing to the District's offices, before 4:00 p.m. of the fifth (5) day following opening of Bidder's Envelopes.
 - A. The initial protest document must contain a complete statement of the basis for the protest.
 - B. The protest must refer to the specific portion of the document that forms the basis for the protest.
 - C. The protest must include the name, address, and telephone number of the person representing the protesting party.
 - D. Only Bidders who the District otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, District may conduct the same investigation and evaluation as District is entitled to take regarding an Apparent Low Bidder.

- E. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - F. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
 - G. Bid protests shall be submitted directly to the district at their offices located at:
 - San Mateo County Community College District
 - c/o José D. Nuñez, Vice Chancellor, Facilities Planning, Maintenance & Operations
 - 3401 CSM Drive
 - San Mateo, CA 94402
- * a copy of this protest shall be sent to Paula Anne Reyes, Project Manager, Facilities Planning, Maintenance and Operations Department

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

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

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

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

26. WITHDRAWAL OF BIDS. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 11 19, only by written request for the withdrawal of Bid filed with the District's

representative. Bidder or its duly authorized representative shall execute request to withdraw Bid. The submission of a Bid does not commit the District to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.

27. PUBLIC RECORDS ACT REQUESTS.

- A. Per the Public Records Act, District will make available to the public all correspondence and written questions submitted during the Bid period, all Bid submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent Bid evaluation information. All submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, District will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Bidder. Any such trade secrets or proprietary financial information that a Bidder believes should be exempted from disclosure shall be specifically identified and identified as such. Blanket-type identification by designating whole pages or section shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- B. Upon a request for records regarding this Bid, District shall notify Bidder involved within ten (10) Days from receipt of the request of a specific date when the records will be made available for inspection. If the Bidder timely identifies any impropriety, trade secret, or confidential commercial or financial information that Bidder determines is not subject to public disclosure and requests District to refuse to comply with the records request, Bidder shall take all appropriate legal action and defend District's refusal to produce the information in all forums; otherwise, District will make such information available to the extent required by applicable law, without restriction.
- C. Information disclosed to the District and the attendant submissions are the property of District unless Bidder makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

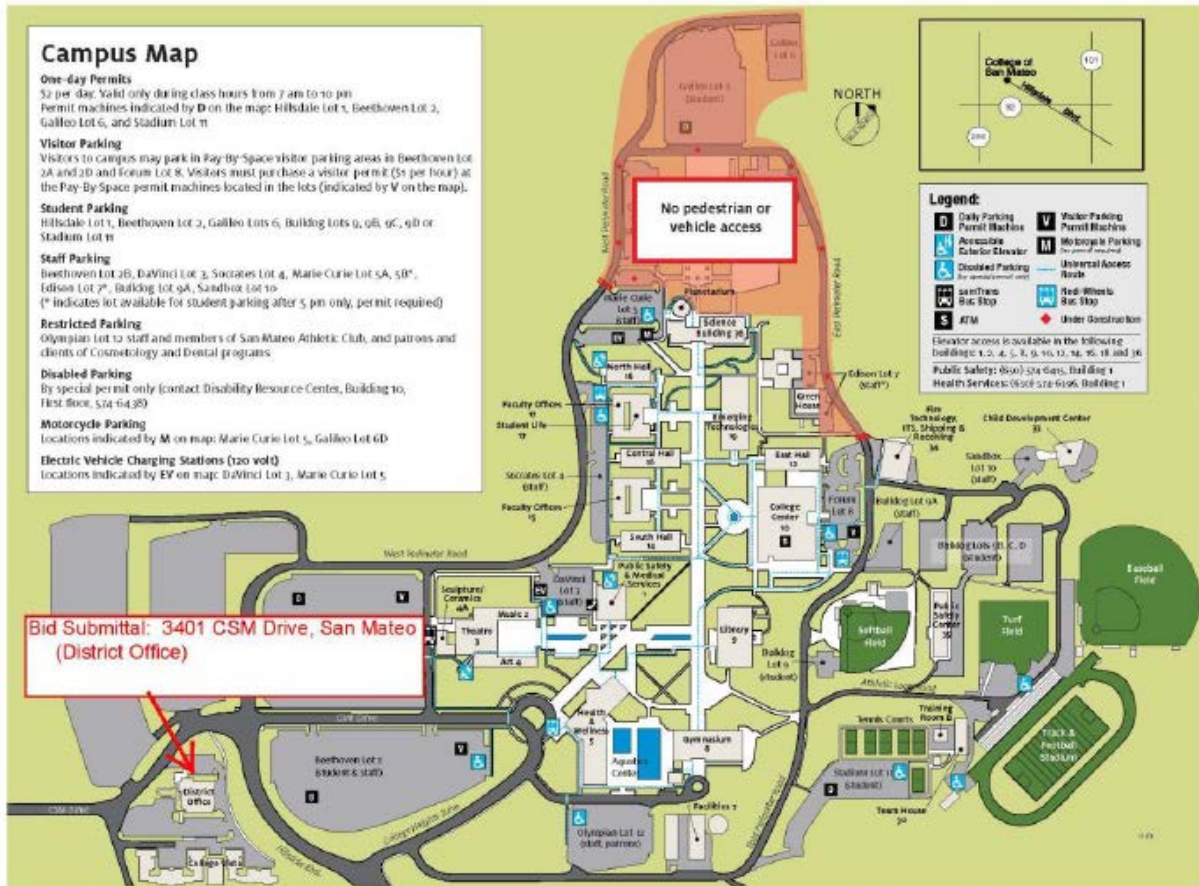
28. CONFORMED CONSTRUCTION DOCUMENTS. Following Award of Contract, District will prepare a conformed set of Contract Documents reflecting Addenda issued during bidding, which will, failing objection, constitute the approved set of Contract Documents.

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

END OF DOCUMENT

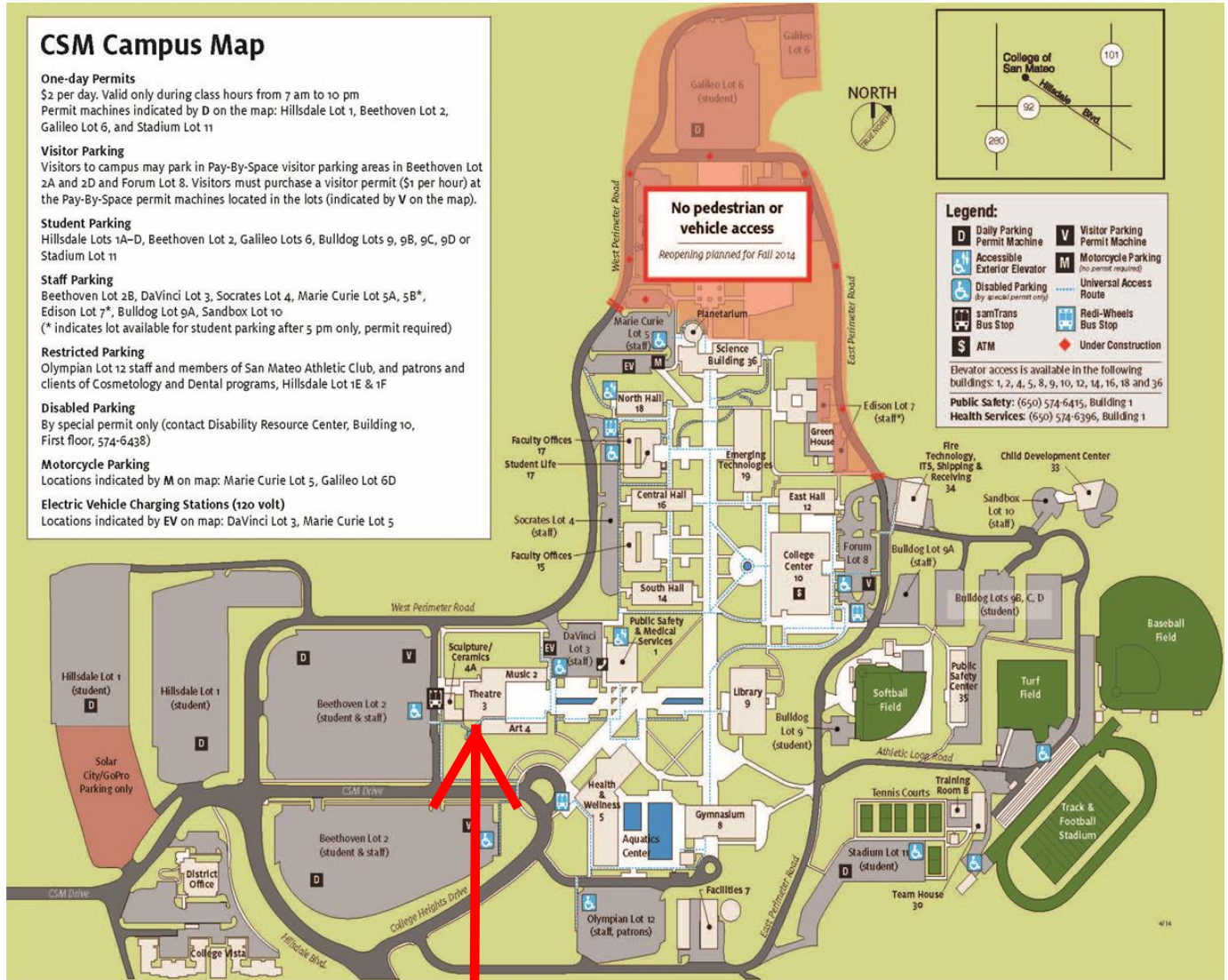
DOCUMENT 00 21 14

BID SUBMITTAL VICINITY MAP

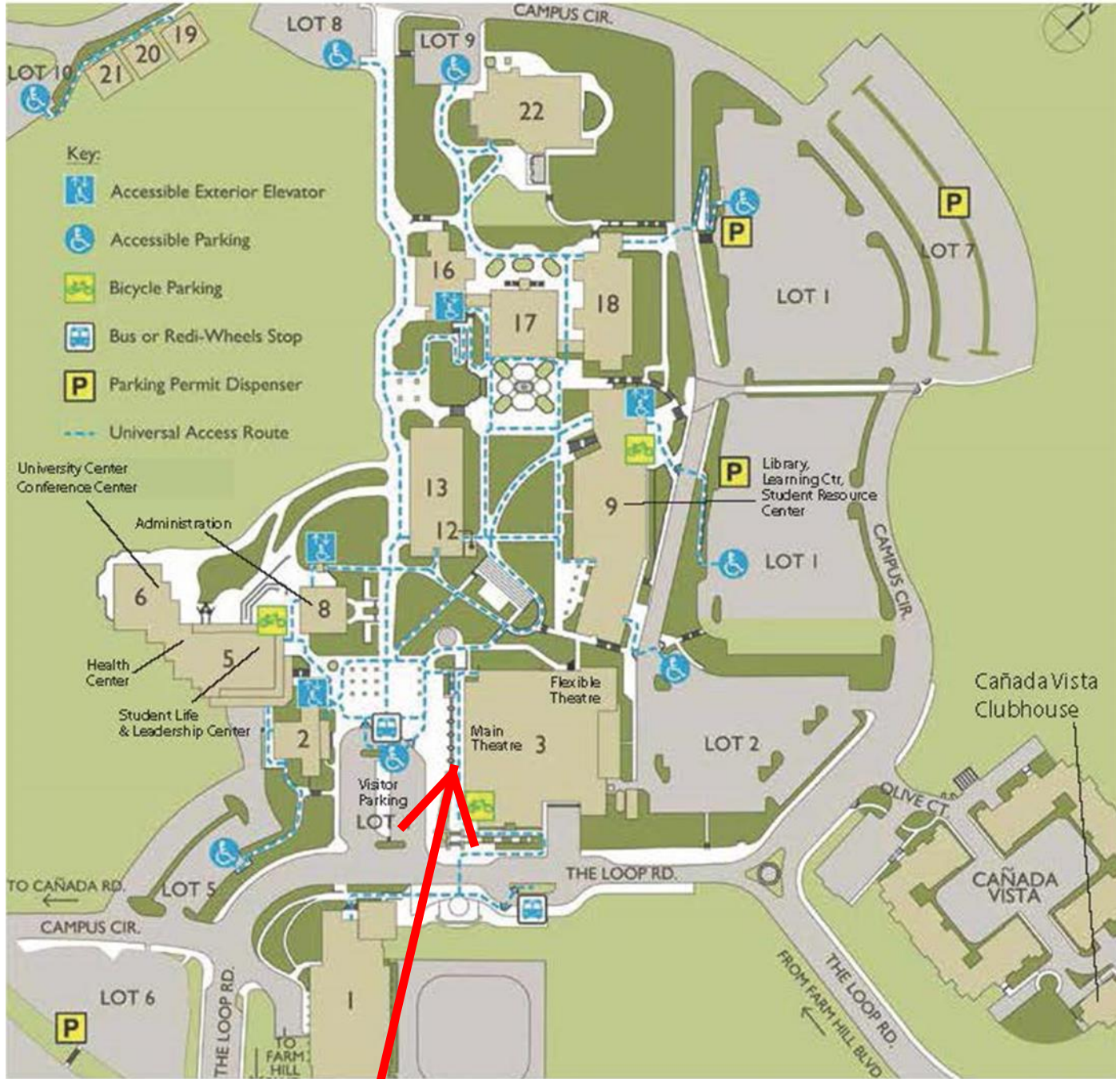


DOCUMENT 00 21 15

PROJECT SITE CAMPUS MAP



Theater Bldg. 3



Cañada Theater Bldg. 3

DOCUMENT 00 31 19

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

- 1.1 **Existence of Reports and Utility Surveys:** San Mateo County Community College District, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, show existing conditions that Contractor will have to address as part of its construction planning and operations.
- 1.2 **Inspection of Reports:** Contractor may inspect geotechnical reports and information regarding existing conditions at the Site. These documents are available for review at the Facilities Planning, Maintenance and Operations Department's Offices located at 3401 CSM Drive, San Mateo, CA 94402. Copies may be obtained for the cost of reproduction and handling upon Contractor's payment for the costs. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Contractor accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- 1.3 **Inclusion in Project Manual:** Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents, but rather "for information only."
- 1.4 Not used.

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

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

3. ACCESS TO SITE FOR INVESTIGATIONS

- 3.1 During the Pre-Proposal Site Visit(s), District will provide each Contractor access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Contractor deems necessary for submission of a Proposal. Contractor must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 11 13 (Advertisement for Bids) and Document 00 71 00 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Contractor shall supply all equipment required to perform any investigations as each Contractor deems necessary. District has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 00 41 00

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

To be submitted as part of bid by the time and date specified in Section 00 11 19 (Instructions to Bidders), paragraph 1.

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

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Re: **BID NUMBER 86695, THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING RETROFIT PROJECT**

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

Addendum No.	Addendum Date	Signature of Bidder

- (b) Bidder has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Section 00 52 00 (Agreement), Article 5.
- (c) Not used.
- (d) Bidder has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:

SCHEDULE OF BID PRICES

All Bid items must be filled in completely. Section 01 10 00 (Summary of Work) describes the scope of work to be performed under this contract. Quote in figures only, unless words are specifically requested.

ITEM	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	All Work of Contract Documents other than Work separately provided for under other Bid items		[Lump Sum]		\$
2.	[Owner’s Allowance]		10%	Item #1	\$
3.	Alternate Item No. 1 – CAN – Cove Lighting LED Upgrade		[Lump Sum]		\$
4.	Total Bid Amount (Sum of Items 1 – 3)			LUMP SUM	\$

Total Bid Price (in words): _____

5. The low bidder will be determined by the sum of Bid Items #1 through 3.
6. Subcontractors for work included in all Bid items are listed on the attached Document 00 43 36 (Subcontractors List).
7. The undersigned Bidder understands that District reserves the right to reject this Bid.
8. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in paragraph 2 of this Section 00 41 00 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Section 00 11 19 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Section 00 52 00 (Agreement), Section 00 61 00 (Construction Performance Bond), and Section 00 62 00 (Construction Labor and Material Payment Bond).
9. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.
10. The undersigned Bidder herewith encloses cash, a cashier’s check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Section 00 11 19 (Instructions to Bidders), in the amount of ten percent (10%) of the total of “Bid items 1 through 3” and made payable to “San Mateo County Community College District”.
11. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Section 00 71 00 (General Conditions) and to complete all work within the time specified in Section 00 52 00 (Agreement). The undersigned Bidder acknowledges that District has reserved the right to delay or

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

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

13. The names of all persons interested in the foregoing Bid as principals are:

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

NAME OF BIDDER: _____
licensed in accordance with the act for the registration of Contractors, and with
License Number: _____
Expiration: _____

Where incorporated, if applicable

Principals

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

Signature of Bidder

NOTE: If Bidder is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If Bidder is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

Business Address: _____

Officers authorized to sign contracts: _____

Telephone Number(s): _____

Fax Number(s): _____

E-Mail address: _____

Federal ID Number:

Date of Bid:

END OF DOCUMENT

DOCUMENT 00 43 10

INDEMNITY AND RELEASE AGREEMENT

Dated _____

POTENTIAL BIDDER: _____

DISTRICT: SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

SITE: Cañada College and College of San Mateo

PROJECT: Cañada College and College of San Mateo Theater House Lighting Retrofit Project

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

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

Name of Bidder

By: _____
Signature

By: _____
Signature

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

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

END OF DOCUMENT

DOCUMENT 00 43 13

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

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

WHEREAS, the said Principal is submitting a Bid for District Bid Number 86695, Cañada College and College of San Mateo Theater House Lighting Retrofit Project.

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

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of _____, 200__.

(Corporate Seal)

By

Principal

(Corporate Seal)

By

Surety

Attorney in Fact

END OF DOCUMENT

DOCUMENT 00 43 25

SUBSTITUTION REQUEST FORM

To: San Mateo County Community College District

Project: **Cañada College and College of San Mateo Theater House Lighting Retrofit Project**

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

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

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

Proposed Substitution: _____

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

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

A. Does the substitution affect dimensions shown on Drawings?

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

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

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

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

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

Submitted by:

Bidder/Contractor
[note applicable]

For Use by District:

_____ Accepted _____ Accepted as Noted

Signature

_____ Not Accepted _____ Received Too Late

Name

By: _____
District's Representative

Date: _____

Address

Remarks: _____

City/State/Zip

Telephone:

Date:

END OF DOCUMENT

DOCUMENT 00 43 33

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

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

Firm/Company: _____

<u>Item</u>	<u>Manufacturer or Supplier</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____

Bidder: _____

SIGNATURE

DATE

END OF DOCUMENT

DOCUMENT 00 43 45

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

THIS ESCROW AGREEMENT (“Escrow Agreement”) is made and entered into this ____ day of _____, 20[], by and between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (hereinafter called the “District”), whose address is 3401 CSM Drive, San Mateo, California 94402; _____ (“Contractor”), whose place of business is located at _____; and [District, as escrow agent ...OR... []], a state or federally chartered bank in the State of California, whose place of business is located at _____] (“Escrow Agent”).

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

1. Pursuant to Section 22300 of Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to Contract Number [] entered into between District and Contractor for THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING RETROFIT PROJECT in the amount of [] dated [] (the “Contract”). Alternatively, on written request of Contractor, District shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in paragraph 1 of this Document 00 43 45.
3. When District makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. Such expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities in event of default by Contractor. Upon seven (7) Days written notice to Escrow Agent from District of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The

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

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

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

On behalf of District:

On behalf of Contractor:

Kathy Blackwood
Executive Vice Chancellor
Or

Signature

Name

Raymond Chow
Chief Financial Officer

Title

3401 CSM Drive
San Mateo, CA 94402

Address

City/State/Zip

On behalf of Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

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

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

District:

Kathy Blackwood
Executive Vice Chancellor

Signature

or

Raymond Chow
Chief Financial Officer

Signature

3401 CSM Drive
San Mateo, CA 94402

Contractor:

Name
Title

Signature

Address

City/State/Zip

Escrow Agent:

Title

Name

Signature

Address

City/State/Zip

END OF DOCUMENT

DOCUMENT 00 45 00

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

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

1. CERTIFICATE OF NON-DISCRIMINATION

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

2. STATEMENT OF CONVICTIONS

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

3. PREVIOUS DISQUALIFICATIONS

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

4. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

5. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

6. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

7. CERTIFICATION OF STATEMENT OF QUALIFICATIONS

Check and complete one:

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

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

Bidder: _____
[Name of Bidder]

By: _____
[Signature]

Name: _____
[Printed Name]

Its: _____
[Title]

Dated: _____

END OF DOCUMENT

Attachment 7

Changes to Statement of Qualifications

[insert, if applicable]

DOCUMENT 00 45 14

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

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

Project Manager: _____
(Please print)

Superintendent: _____
(Please print)

END OF DOCUMENT

DOCUMENT 00 45 19

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

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

[_____], being first duly sworn, deposes and says that he or she is _____ **[Office of Affiant]** of _____ **[Name of Bidder]**, the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the San Mateo Community College District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

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

(Name of Bidder)

(Signature of Principal)

Subscribed and sworn before me _____

This _____ day of _____, 20__

Notary Public of the State of _____

In and for the County of _____

My Commission expires _____ (Seal)

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

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

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

END OF DOCUMENT

DOCUMENT 00 50 00

NOTICE TO PROCEED

Dated: _____, 20__

To: _____
(Contractor)

Address: _____

CONTRACT FOR:

BID NUMBER 86695
THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING
RETROFIT PROJECT

You are notified that the Contract Time under the above Contract will commence to **start on** _____ **20__**. Contractor shall achieve Substantial Completion of the entire Work **within [__] days** from the date when the Contract Time commences. Contractor shall achieve Final Completion within **45** days from the date of acceptance of Substantial Completion.

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

1. Submit certified Safety Program and related information, and comply with all requests of/by **José Nuñez**, the District’s safety officer.
2. Submit copies of applicable permits.
3. Submit approved fire protection plan, as required. (Required for all modernization and remodel projects.)
4. Attend preconstruction conference. The preconstruction conference shall be arranged by the Construction Manager.
5. Per Section 01 32 16 (Progress Schedule and Reports), Contractor shall submit to the District:
 - a. The name and the address of the proposed consultant (see Section 01 32 16 (Progress Schedule and Reports), paragraph 1.5).
 - b. Information sufficient to show that the proposed consultant or Contractor's own organization has staff and computer facilities meeting the requirements set forth in Section 01 32 16 (Progress Schedule and Reports) .
 - c. A list of prior projects, with District telephone contact numbers for which the proposed consultant or Contractor's own organization, or staff thereof, has performed services similar to those required for this Contract as set forth in Section 01 32 16 (Progress Schedule and Reports) .

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By : _____
Paula Anne Reyes
Project Manager

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

Dated _____

TO: _____

ADDRESS: _____

CONTRACT NO.: _____

CONTRACT FOR:

**THE CANADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING
RETROFIT PROJECT**

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

1. Three copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award. Three sets of Specifications and Drawings will be delivered separately or otherwise made available to you immediately.
2. You must comply with the following conditions by 4:00 p.m. on [__ day __], [__ date __].
 - a. Deliver to District two fully executed counterparts of Document 00 52 00 (Agreement).
 - b. Deliver to District one original Document 00 61 00 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to District one original Document 00 62 00 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to District one original set of the insurance certificates with endorsements required under Section 00 71 00 (General Conditions) and Section 00 73 17 (Insurance).
 - e. Deliver to District two original copies of Document 00 65 36 (Guaranty), each executed by you.
3. Failure to comply with these conditions within the time specified will entitle District to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within ten (10) Days after you comply with the conditions in paragraph 2 of this Document 00 51 00, District will return to you one fully signed counterpart of Document 00 52 00 (Agreement) with the Contract Documents.
5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.
6. Send all of the required above listed items to San Mateo County Community College District, 3401 CSM Drive, San Mateo 94402, to the attention of Paula Reyes.

SAN MATEO COUNTY COMMUNITY COLLEGE
DISTRICT ("District")

BY: _____
Paula Anne Reyes
Project Manager

END OF DOCUMENT

DOCUMENT 00 51 01

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED: _____

BID NUMBER: **86695**

PROJECT TITLE: **THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO
THEATER HOUSE LIGHTING RETROFIT PROJECT**

Ron Galatolo, the Chancellor of the San Mateo County Community College District, intends to recommend to the Board of Trustees of the San Mateo County Community College District on [date __] the award of the above-referenced project to (Name of Contractor)[_____].

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

SIGNATURE _____ DATE _____

Paula Anne Reyes
Project Manager

END OF DOCUMENT

DOCUMENT 00 52 00

AGREEMENT

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

WHEREAS, District, by action of its Board of Trustees on the _____ day of _____, 200X awarded to Contractor the following contract:

BID NUMBER 86695
THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING
RETROFIT PROJECT

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

Article 1. Work

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

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

- 2.1 District has designated an individual to act as District’s Representative(s), who will represent District in performing District’s duties and responsibilities and exercising District’s rights and authorities in Contract Documents. District may change the individual(s) acting as District’s Representative(s), or delegate one or more specific functions to one or more specific District’s Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each District’s Representative is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.
- 2.2 District has designated Landry and Bogan to act as theater consultant. District may change the identity of the theater consultant at any time with notice and without liability to Contractor.
- 2.3 District has designated Interface Engineering to act as Engineer. District may change the identity of the Architect/Engineer at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to District under the Contract Documents shall be submitted to the District’s Representative at:

Paula Reyes
 CAN/CSM Theater House Lighting Retrofit Project
 Facilities Planning, Maintenance and Operations
 San Mateo County Community College District
 3401 CSM Drive
 San Mateo, CA 94402

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

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

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

	CAN	CSM
MOBILIZATION	12/22/14	1/1/15
SUBSTANTIAL COMPLETION	1/23/15	2/27/15
OCCUPANCY	2/9/15	3/15/15

Contractor shall achieve Substantial Completion of the entire Work within **33** days (Cañada) and 58 days (CSM) from Mobilization, the date when the Contract Time commences to run as provided in Section 00 71 00 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01 77 00 (Contract Closeout) within 30 days from the date of acceptance of Substantial Completion to run as provided in Section 00 71 00 (General Conditions).

3.2 Liquidated Damages.

District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed including consequential loss of use and disruption of normal operations within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 of Section 00 71 00 (General Conditions), Contractor and District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District because of a delay in completion of all or any part of the Work. Accordingly, District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

- 3.2.1 **\$500** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.
- 3.2.2 **\$100** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

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

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

Article 4. Contract Sum

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

[PM- WILL ENTER FINAL CONTRACT AWARD PRICE HERE]

Article 5. Contractor’s Representations

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

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, State and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00 31 19 (Reports, Surveys and Existing Conditions), or which may appear in the Drawings. Contractor accepts the determination set forth in these Sections and Section 00 71 00 (General Conditions) of the extent of the information contained in such materials upon which Contractor may be entitled to rely.
- 5.3 Contractor has correlated its knowledge and its review of those items with the terms and conditions of the Contract Documents.
- 5.4 Contractor has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by District is acceptable to Contractor.
- 5.5 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.6 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.7 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.

[PM- TYPE IN SUBCONTRACTOR LIST USING TABLE BELOW]

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

Article 6. Contract Documents

- 6.1 Contract Documents consist of the following Sections, including all changes, addenda, and modifications thereto:
 - Document 00 01 01 Title Page
 - Document 00 01 07 Seals Page
 - Document 00 01 10 Table of Contents
 - Document 00 01 15 List of Drawings
 - Document 00 31 19 Reports, Surveys and Existing Conditions
 - Document 00 41 00 Bid Form
 - Document 00 43 25 Substitution Request Form (if submitted and approved during bid period)
 - Document 00 43 33 Schedule of Major Equipment and Material Suppliers
 - Document 00 43 36 Subcontractors List

Document 00 43 45	Escrow Agreement for Security Deposit in Lieu of Retention (if submitted by contractor)
Document 00 45 00	Bidder Certifications
Document 00 45 14	Key Personnel
Document 00 50 00	Notice to Proceed
Document 00 51 00	Notice of Award
Document 00 52 00	Agreement
Document 00 61 00	Construction Performance Bond
Document 00 62 00	Construction Labor and Material Payment Bond
Document 00 65 36	Guaranty
Document 00 65 73	Agreement and Release of Any and All Claims
Section 00 71 00	General Conditions
Section 00 73 00	Supplementary Conditions
Section 00 73 05	Supplementary Conditions – Hazardous Materials (if included)
Section 00 73 17	Insurance
Section 00 73 37	Apprenticeship Program
Section 00 91 0X	Addendum No. X (if included)
Section 00 91 0X	Addendum No. X (if included)
Section 00 91 0X	Addendum No. X (if included)
Section 01 10 00	Summary of Work
Section 01 21 00	Allowance (if included)
Section 01 23 00	Alternates (if included)
Section 01 26 00	Modification Procedures
Section 01 29 00	Measurement and Payment
Section 01 31 19	Project Meetings
Section 01 31 23	Web-based Project Management System
Section 01 32 16	Progress Schedules and Reports
Section 01 32 19	Submittal Procedures
Section 01 35 00	Special Procedures
Section 01 35 27	Project Labor Agreement (if included)
Section 01 35 28	Labor Compliance Program (if included)
Section 01 41 00	Regulatory Requirements
Section 01 41 01	Regulatory Requirements – Hazardous Materials (if included)
Section 01 42 00	References and Definitions
Section 01 45 23	Testing and Inspection
Section 01 51 00	Temporary Facilities and Controls
Section 01 56 00	Site Security and Safety
Section 01 58 00	Project Identification and Signs
Section 01 60 00	Product Requirements
Section 01 74 00	Cleaning
Section 01 76 01	Existing Underground Facilities
Section 01 77 00	Contract Closeout
Section 01 78 39	Project Record Documents
Section 01 91 13	General Commissioning Requirements

- 6.2 There are no Contract Documents other than those listed in this Document 00 52 00, Article 6. Document 00 31 19 (Reports, Surveys and Existing Conditions), and the information supplied therein, are not Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Section 00 71 00 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Section 00 71 00 (General Conditions) and Section 01 42 00 (References and Definitions) and will have the meaning indicated therein.

- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are available through the Department of Industrial Relations and are deemed included in the Contract Documents by reference. See <http://www.dir.ca.gov/dirdatabases.html> Upon request, District will make available copies to any interested party. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents. In addition, Contractor shall post the applicable prevailing wage rates at the Site.
- 7.6 Contractor and each of Contractor's subcontractors agrees to complete and verify construction reports on a form prescribed by the Division of the State Architect and to file the reports no less than quarterly during construction as required by Title 24; at the completion of the Work; at the suspension of work for a period of more than one month; whenever the services of Contractor or any of Contractor's subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of San Mateo, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in San Mateo County. Contractor accepts the Claims Procedure in Section 00 71 00, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

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

DISTRICT:

SAN MATEO COUNTY COMMUNITY
COLLEGE DISTRICT

CONTRACTOR:

[Contractor's name]

By: _____
Kathy Blackwood
Executive Vice Chancellor

By: _____
Signature

END OF DOCUMENT

DOCUMENT 00 61 00

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of _____ [which is one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), San Mateo County Community College District ("District") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE
LIGHTING RETROFIT PROJECT
BID NUMBER 86695**

at San Mateo, California.

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

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

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

damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

- 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than District or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required there under, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and Contractor regarding the Construction Contract, or in the courts of the County of San Mateo, or in a court of competent jurisdiction in the location in which the work is located. Communications from District to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
- 12.1 Balance of the Contract Sum: The total amount payable by District to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Section 00 71 00 (General Conditions).
- 12.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00 62 00

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND (“Bond”) is dated _____, is in the penal sum of

_____ [one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to _____ (“Contractor”), _____ (“Surety”), the San Mateo County Community College District (“District”) or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Address

City/State/Zip

Name

Principal Place of Business

City/State/Zip

CONSTRUCTION CONTRACT:

**THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING
RETROFIT PROJECT
BID NUMBER 86695**

at San Mateo, California.

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

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to District, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless District from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided District has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and

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

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. District shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in Document 00 52 00 (Agreement). Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted here from and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.

- 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
- 13.2 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 13.3 District Default: Material failure of District, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

END OF DOCUMENT

DOCUMENT 00 65 36

GUARANTY

TO THE SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT for construction of

THE CAÑADA COLLEGE AND COLLEGE OF SAN MATEO THEATER HOUSE LIGHTING RETROFIT PROJECT

SAN MATEO, CALIFORNIA.

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

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

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

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District’s written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

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

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

Firm/Company

Address

Signature

City/State/Zip

Name and Title

Date

END OF DOCUMENT

DOCUMENT 00 65 73

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS (“Agreement and Release”), made and entered into this [_____] day of [_____] , 200_, by and between the SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT (“District”), and _____ (“Contractor”), whose place of business is at _____.

RECITALS

- A. District and Contractor entered into Contract Number **86695** (the “Contract”).
- B. The Work under the Contract has been completed.

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

AGREEMENT

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

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

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

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

[Insert information, including attachment if necessary]

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Document 00 65 73, Contractor hereby releases and forever discharges District, District’s Representative, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless the San Mateo County Community College District, District’s Representative, any of its Representatives, Architects/Engineers, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Document 00 65 73.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

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

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

SAN MATEO COUNTY COMMUNITY COLLEGE DISTRICT

By: _____
Kathy Blackwood

Its: Executive Vice Chancellor

[CONTRACTOR]

By: _____

Name: _____

Its: _____

END OF DOCUMENT

DOCUMENT 00 71 00

GENERAL CONDITIONS

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GENERAL CONDITIONS**1. GENERAL****A. Documents**

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

B. Exercise of Contract Responsibilities

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

C. Defined Terms

Administration of construction shall include the following delineations of responsibilities pursuant to Part 1, Title 24, California Code of Regulations. Contractor 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 00 71 00 are set forth in Section 01 42 00 (References and Definitions). This Document 00 71 00 subdivides at first level into Articles, then into paragraphs, and then into subparagraphs.

D. Description Of Work

1. Contractor shall provide a complete, operable and maintainable Project in accordance with the Contract Documents, including providing, furnishing, and performing all Services and providing and furnishing all necessary supplies, housing, materials and equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance and inspection, construction, installation, startup, checkout, testing, site cleanup and for the training of District's personnel, all in conformity with the requirements, legal requirements, criteria, performance guarantees, and warranties set forth in the Contract Documents, for a complete and fully operable Project in full conformance with Contract requirements.

E. All-Inclusive Contractor Obligation

1. Without limiting the generality of paragraph 1.D hereof, Contractor shall provide, at a minimum, the following Services and materials and equipment as further specified and described in Section 01 10 00 (Summary of Work) provided, however, that these sections shall not be construed in any way to limit Contractor's obligations hereunder to furnish, construct, checkout, startup, and (except as otherwise provided in the Contract Documents) test a complete, operable and maintainable Project in accordance with the provisions of the Contract Documents.
2. Contractor shall provide all equipment and materials and furnish the services of all supervision, buyers, inspectors, expeditors, and other personnel necessary to procure all materials and equipment for the construction of the Project. Contractor shall provide, install, complete and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction utilities (including all water, power and sanitary facilities), transportation (including road or other infrastructure and improvements on and off the Site), customs clearance, quality assurance, and other facilities and services (including any temporary or consumable materials, water, fuels, and electricity necessary for the proper execution and completion of the Work, including any of the utilities, as required). Contractor shall maintain all materials and equipment in accordance with manufacturer's requirements while such materials and equipment are in transit or care and custody of the Contractor. Without limiting the generality of the foregoing, Contractor shall provide any and all construction required for the temporary upgrading of any public or private road which is inadequate for the performance of the

- Work, temporarily relocate any interference in public or private roadways necessary for the transportation of equipment and materials, and repair all excessive damage to, or deterioration (other than fair wear and tear) of, any public or private road which arises out of the performance of the Work.
3. Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, foremen, skilled and unskilled labor, and all other personnel in sufficient quantities and with sufficient skills necessary to perform the Services in accordance with the Contract Documents. At District's request, Contractor shall replace, at Contractor's expense, any individual if it is determined by District and Contractor that such individual's continued presence would jeopardize the quality or timely completion of the Work.
 4. Contractor shall be responsible for all labor relations matters relative to the Work on the Site and shall at all times use all reasonable efforts to maintain harmony among all workers employed in connection with the Work on the Site. Contractor shall adopt and implement reasonable policies and practices designed to avoid work stoppage, slow downs, disputes and strikes.
 5. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, and District shall not be responsible for or exercise any control over the actions or omissions of Contractor, any supplier, or any of their employees or agents performing any of the Work or Contractor's warranty obligations. Contractor shall prosecute the Work continuously and diligently and complete the Work in accordance with all requirements of the Contract Documents.
 6. Contractor shall coordinate ingress and egress to and from the Site so as to minimize disruption to the Work and to traffic in the vicinity of the Site.
 7. Contractor shall be responsible for the layout of the Work and shall perform all necessary surveying during the construction of the Projects. The accuracy of all grades, elevations, alignments, and plumbing of any structures and the location of all facilities described in the final plans and specifications shall be the responsibility of the Contractor. Contractor shall preserve all permanent survey construction monuments and benchmarks. Prior to the final completion date, Contractor shall accurately correct all Project documents to as-built conditions and deliver to District these as-built documents in accordance with the Contract Documents. Such documents shall show the location of the Project and shall show all related easements, improvement, utilities and rights of way above and below ground, on and off the Site, as of the date of delivery of such documents. Such documents shall also show the dimensions and the distances to the nearest benchmarks.
 8. Contractor shall provide appropriate installation and startup representatives from suppliers of major equipment and control systems, all necessary supervising personnel, all equipment, tools, construction and temporary material, and all labor for checkout, startup and testing. Contractor shall be responsible for checkout, startup and testing of the Project and shall carry out those activities in accordance with all applicable codes and legal requirements, startup and checkout requirements and procedures as set forth in the Contract Documents.
 9. Except for safety and warning signs, Contractor shall not install any signs on the Site without the express written consent of District.
 10. Contractor shall be responsible for Site security until Final Completion, or termination of the Work. Such security shall include, to the extent reasonably necessary, barriers, lighting, controlled access, and other measures required to prevent vandalism, theft, and danger to personnel, the Project, materials and equipment.
 11. Contractor shall prepare or cause to be prepared and shall furnish to District all drawing logs, drawings, manufacturer's drawings and data, supplier manuals and operating manuals in accordance with the Contract Documents.
 12. Contractor shall ensure that District and its representatives shall, at all times, have access to the Project for all purposes. In order to allow District and its representatives to be present, Contractor shall give District at least three (3) days advance notice of any system or equipment checkout or testing. If District desires access to any places where work is being performed or from which materials and equipment are being obtained, Contractor shall provide or arrange reasonable access thereto and shall provide District reasonable advanced notice of any factory tests or other off site tests. Contractor shall maintain the Site in a safe condition to permit District and any person authorized in writing by District to inspect and review all field work during working hours, including materials and equipment, installation, calibration, startup and testing.

13. As part of the procurement of equipment, Contractor shall provide to District a list of recommended operating spare parts, which list shall include all relevant costs and ordering lead time information with terms and conditions. If requested, Contractor shall procure such operating spare parts from Suppliers, as requested by District, on behalf of District. The cost of such operating spare parts shall be covered by change order.
14. When any equipment or portion of the Work is damaged, Contractor shall inform District as soon as possible and provide District a damage report detailing such occurrence, any required repairs, and the estimated duration of such repairs.
15. Contractor shall provide to District all tests and measurements, laboratory analyses, and reports made or prepared in connection with the Work.

2. BID PERIOD INVESTIGATIONS AND SUBCONTRACTORS

A. Investigation Prior To Bidding

1. Prior to submitting its Bid, Contractor must investigate fully the Work of the Contract. Contractor must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for preparing Bids. Contractor's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specification(s) or reports, available for Bidding purposes, of physical conditions, including Underground Facilities and information identified in Document 00 31 19 (Reports, Surveys and Existing Conditions) or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto. Contractor shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Bid. Contractor shall make inquiry as required in Document 00 31 19 (Reports, Surveys and Existing Conditions).
2. Prior to submitting its Bid, Contractor shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site.)
3. Prior to submitting its Bid, Contractor must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give District prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Contractor shall give this notice during the Bid period and submission of a Bid indicates Contractor's agreement that District responded to the notice through Addenda issued by District which is acceptable to Contractor.
4. Prior to submitting its Bid, Contractor must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to District by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Contractor must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
5. Prior to submitting its Bid, Contractor shall conduct (or request that District have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to

any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or which Contractor deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.

6. Prior to submitting its Bid, Contractor may rely on District supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by District indicates a discrepancy or a substantial risk of inaccuracy or omission, then Contractor must request specific additional information. Contractor shall advise District in writing during the Bid period of any questions, suppositions, inferences or deductions Contractor may have, for District's review and response by Addenda, and may not assert any such matters later that were not brought forth during the Bid period.
7. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing this required pre-Bid investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Contractor should have known as a part of this pre-Bid investigation.

B. Supplied Information on Underground Existing Conditions

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

C. Supplied Information on Above Ground Existing Conditions

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

D. Subcontractors

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

be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor 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 Contractor is subject under the Contract Documents.)

3. Contractor 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.
4. District shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. Award of Contract

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

B. Commencement of Work

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

4. BONDS AND INSURANCE

A. Bonds

1. At or before the date indicated in Section 00 11 19 (Instructions to Bidders), Contractor shall file with District the following bonds:
 - a. Corporate surety bond, in the form of Document 00 61 00 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
 - b. Corporate surety bond, in the form of Document 00 62 00 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
2. Sureties shall be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A-IX or better.

B. Insurance

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

5. DRAWINGS AND SPECIFICATIONS

A. Intent

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the California Code of Regulations. The Division and Sections of the Specifications and the identification on any Drawings shall not

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

B. Drawing Details and Specification Descriptions

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor 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 Drawings shall be in exact accordance with corresponding features completely shown.

C. Interpretation of Drawings and Specifications

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Drawings and Specifications prepared by the Architect/Engineer, the matter shall be referred to the Architect/Engineer in writing, with a copy to the Inspector and Project Manager. Architect/Engineer shall issue with reasonable promptness such written clarifications or interpretations of the requirements of the Drawings and Specifications as Architect/Engineer may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give District prompt written notice as provided in Section 01 26 00 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with District's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00 71 00.

D. Checking of Drawings

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

E. Standards to Apply Where Specifications are not Furnished

It is provided that the Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are set forth by supplying materials or manufactured articles of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried

in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01 42 00 (References and Definitions), for first-class work of the kind required. The Contractor shall specify in writing to District the materials to be used or Work to be performed under this paragraph E no later than ten (10) work days prior to furnishing such materials or performance of such Work.

F. Deviation from Specifications and Drawings

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

G. Deviation from Specifications and Drawings

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

H. Precedence of Documents

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - a. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - b. Document 00 52 00 (Agreement), and terms and conditions referenced therein;
 - c. Document 00 73 00 (Supplementary Conditions) and any other Supplementary Conditions;
 - d. Document 00 71 00 (General Conditions);
 - e. Division 1 Specifications;
 - f. Division 2 through 60 Specifications;
 - g. Drawings;
 - h. Written numbers over figures, unless obviously incorrect;
 - i. Figured dimensions over scaled dimensions;
 - j. Large-scale Drawings over small-scale Drawings.

2. Any conflict between Drawings and Division 2 through 60 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
3. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.
4. In the event the Specifications include divisions above Division 60 (e.g., Division 60 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

I. Ownership and Use of Drawings, Specifications and Contract Documents

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

6. CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

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

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

B. Mutual Responsibility

1. Contractor 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. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
2. Contractor shall coordinate its Work with the work of other separate contractors, District, and utility owners. Contractor shall hold coordination meetings with other contractors, District and its representatives, and utility owners as required by Section 01 31 19 (Project Meetings).
3. Unless otherwise provided in the Contract Documents, Contractor 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. Contractor shall not endanger any work of other separate contractors, District or utility owners by cutting, excavating or otherwise altering their work and will

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

4. Contractor's duties and responsibilities under Article 6 of this Document 00 71 00 are for the benefit of District and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between District and such other contractors and utility owners.
5. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to District in writing any defect in in-place work that will impede or increase the cost of Contractor'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 Contractor fails to measure, inspect and/or report to District in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to District. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. District Authority Over Coordination

1. District will have authority over coordination of the activities of multiple contractors in cases where District performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. District may at any time and in its sole discretion, designate a person or entity other than District to have authority over the coordination of the activities among the various contractors. District's authority with respect to coordination of the activities of multiple contractors and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified in paragraph 6.B of this Document 00 71 00. Contractor shall promptly notify District in writing when another Contractor on the Project fails to coordinate its work with the Work of Contract Documents.
2. Contractor 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 Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by District if the suspension or Work change is due in whole or in part to another Contractor's failure to coordinate its work with Contractor, other contractors, and utility owners. District reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor'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 Contractor releases District of further liability regarding such funds.

7. DISTRICT AND PAYMENT

A. District Representative(s)

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

B. Means and Methods of Construction

Subject to those rights specifically reserved in the Contract Documents, District will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with

laws and regulations applicable to the furnishing or performance of Work. District will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

C. Receipt and Processing of Applications for Payment

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

8. CONTROL OF THE WORK

A. Subcontractors

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

B. Supervision of Work by Contractor

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

C. Observation of Work by District's Representative and Architect/Engineer

1. Work shall be performed under District's Representative's general observation and administration. Contractor shall comply with District's 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 Contractor of any obligations or liabilities under the Contract Documents. District's 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.
2. District's Representative will provide administration of Contract and observation of the Work as hereinafter described.
3. District's Representative will advise and consult with Architect/Engineer 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.
4. 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 Architect/Engineer 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 the Architect/Engineer will be informed of progress of Work, and will keep District informed of the Work's progress.

5. Neither the District's Representative nor Architect/Engineer will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.
6. Neither the District's Representative nor Architect/Engineer will be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
7. Architect/Engineer will review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents as set forth in this Section 00700. Such action will be taken within fourteen (14) days.
8. The District's Representative and the Architect/Engineer will observe to recommend to District the dates that Contractor has achieved Substantial Completion and Final Completion, and will receive and forward to District for review written warranties and related documents required by Contract Documents and assembled by Contractor.
9. Architect/Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings and Specifications or otherwise) as Architect/Engineer 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 on the Contractor, unless District in its discretion directs otherwise.
10. Based on its observations, Architect/Engineer may recommend to District that it disapprove or reject Work that Architect/Engineer 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.

D. Access To Work

1. During performance of Work, District and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor 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, Contractor shall have sole care, custody, and control of the Site and its Work areas.
2. District may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by District labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, District shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of District.
3. If, prior to completion and final acceptance of all the Work, District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while District is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by District shall not relieve the Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 01 10 00 (Summary of Work).
4. Not used.

5. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to District.

9. CONTRACTOR'S WARRANTY, GUARANTY, AND INSPECTION OF WORK

A. Warranty And Guaranty

1. **General Representations and Warranties:** Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with section 4-341, 4-343 and 4-344 of Part 1, Title 24, California Code of Regulations and terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor 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. Contractor 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, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.
2. **Extended Guarantees:** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
3. **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this subparagraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to District that:
 - a. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to District.
 - b. To Contractor'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 Contractor's construction thereof.
 - c. To Contractor'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 Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to District.
 - d. Contractor'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 Contractor 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 Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide District with copies thereof.

B. Inspection Of Work

1. Contractor acknowledges DSA inspection requirements, frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.

2. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.
3. Contractor shall give District a minimum of two business days notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
4. District will hire through separate contract, a DSA-certified Inspector of Record for this Project, and a Special Inspection and Materials Testing Laboratory. Upon advance notice per subparagraph 9.B.2 above, District will endeavor to schedule required inspections, but if resources are not available, Contractor may need to reschedule the Work at no additional cost to the District.
5. In the event that a scheduled inspection is canceled in less than 24 hours notice by Contractor and the District incurs costs associated with the cancellation, Contractor will reimburse District for the actual costs of the canceled inspections. The amount will be deducted from payment owed Contractor.
6. If applicable laws or regulations of any public body (other than DSA) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
7. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Contractor shall uncover the Work at District's request. Contractor shall bear the expense of uncovering Work and replacing Work.
8. In any case where Contractor covers Work contrary to District's request, Contractor shall uncover Work for District's observation or inspection at District's request. Contractor shall bear the cost of uncovering Work.
9. Whenever required by District, Contractor 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 Contractor. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
10. District shall select testing agencies approved by DSA to conduct required tests and inspections for the Project. A list of required structural tests and inspections prepared by the Architect/Engineer and approved by the DSA shall be provided to the designated testing agency, District's representative and Inspector prior to the start of construction. Refer to section 4-335(a), Part 1, Title 24, California Code of Regulations, provided that notwithstanding section 4-335(a) Contractor may not waive any tests without District consent.
11. The testing agency shall forward the test results to DSA, Contractor, District and the Project Inspector within fourteen (14) days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.
12. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work.

Contractor shall have an absolute duty, in the absence of a written Change Order signed by District, to perform Work in conformance with the Contract Documents.

13. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Contractor. Contractor 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. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

C. Correction Of Defective Work

1. Contractor shall correct Defective Work promptly upon knowledge of it. If Contractor 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 Contractor to replace any Defective Work, or stop any portion of Work to permit District (at Contractor's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.
2. District may direct Contractor 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. Contractor 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 Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with District's calculations, it may make a claim as provided in Article 12 of this Document 00 71 00. (District's exercise of its rights under this paragraph 9.C shall be entirely discretionary and, like all other District rights and remedies under the Contract Documents, in addition to any other rights and remedies it may have under the Contract Documents or by law.
3. Correction Period:
 - a. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after District's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
 - b. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance of the Work, or the portion or Phase of the Work as provided in these Contract Documents, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
 - c. Contractor shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced.
 - d. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are

discovered outside the correction period, District shall have all rights and remedies granted by law.

4. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or as provided by elsewhere in these Contract Documents.
5. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.
6. If following installation of any equipment, machinery, or facilities furnished by Contractor, defects requiring correction by Contractor are found, District shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to District.

D. Acceptance And Correction Of Defective Work By District

1. District may accept Defective Work. Contractor 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 Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with District's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 71 00. If District accepts any Defective Work after final payment, Contractor shall pay to District, an appropriate amount as determined by District.
2. District may correct and remedy deficiency if, after fifteen (15) Days' written notice to Contractor (or lesser notice if the deficiency poses a direct danger to persons or property at or about the Site or if required to comply with any DSA requirement), Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.C of this Document 00 71 00; or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may, to the extent reasonably necessary: exclude Contractor from, and take possession of, all or part of the Site and Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor'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 Contractor but which are stored elsewhere. Contractor shall allow District, its representatives, agents, employees, and other contractors and District's consultants access to the Site to enable District to exercise the rights and remedies under this paragraph. Contractor 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 Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with District's calculations, Contractor may make a claim as provided in Article 12 of this Document 00 71 00.
3. District's decisions to accept Defective Work or correct Defective Work are subject to approval of DSA, and all other requirements of Title 24, California Code of Regulations.

E. Rights Upon Inspection Or Correction

1. Contractor 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 Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

2. Inspection by District shall not relieve Contractor 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. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.

F. Samples And Tests Of Materials And Work

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

G. Proof Of Compliance Of Contract Provisions

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

H. Acceptance

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

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

A. Contractor's Legal Address

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

B. Contractor's Office At The Work Site

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

C. Contractor's Superintendents Or Forepersons

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

D. Proficiency In English

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

E. Site Decorum: Contractor's And Subcontractors' Employees

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

F. Contractor To List Trades Working

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

G. Contractor's Use Of The Site

Contractor 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. Contractor may not occupy District-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from District.

11. PROSECUTION AND PROGRESS OF THE WORK**A. Contractor to Submit Required Schedules**

1. Contractor shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01 31 19 (Project Meetings), 01 32 16 (Progress Schedules and Reports), and 01 32 19 (Submittal Procedures).
2. Contractor shall submit to District for review and discussion at the Preconstruction Conference documentation described in Section 01 31 19 (Project Meetings):
 - a. Progress schedules and reports as required by Sections 01 32 16 (Progress Schedules and Reports), and 01 32 19 (Submittal Procedures). Contractor shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Contractor shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Contractor's monthly progress payments. Contractor's failure to submit and maintain an acceptable progress schedule may, in District's discretion, and without

- limiting the materiality of Contractor's other obligations under the Contract Documents, constitute grounds to declare Contractor in material breach of the Contract Documents
- b. Prior to receiving a Notice to Proceed with Construction, a preliminary Schedule of Submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Section 01 32 19 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 30 Days after receipt of Notice to Proceed with Construction from District.
 - c. Within 60 Days after issuance of Notice of Award, a preliminary Schedule of Values for all the Work, including detailed breakdown of all design phases to serve as the basis for progress payments during design. At least 30 Days before commencing construction, Contractor shall submit an updated Schedule of Values including additional detail regarding construction activities, as provided in Section 01 29 00 (Measurement and Payment), paragraph 1.7. The updated Schedule of Values shall include quantities and prices of items aggregating the Contract Sum and shall subdivide into component activities in sufficient detail to serve as the basis for progress payments during construction. Each Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01 29 00.
3. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Contractor, District, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with subparagraph 11.A.2 of this Document 00 71 00 and first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 29 00 (Measurement and Payment), 01 32 16 (Progress Schedules and Reports) and 01 32 19 (Submittal Procedures). No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to District and/or Architect/Engineer as meeting the requirements of the Contract Documents, including Sections 01 29 00 (Measurement and Payment), 01 32 16 (Progress Schedules and Reports) and 01 32 19 (Submittal Procedures). District's acceptance of Contractor'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 Contractor from Contractor's full responsibility therefor.
 4. Before commencing any phase of Work, Contractor shall inform District in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper adjustments to College operations and notices to occupants may be made, proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to District a reasonable time in advance of time at which Contractor proposes to begin Work, so that District may complete necessary preliminary work without inconvenience or delay to Contractor.

B. Contractor to Submit Submittals and Shop Drawings

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

C. Cost Data

1. Contractor 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 Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide District with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, and if the actual cost comparisons become necessary (in District's sole judgment) in connection with claims or Contract Modifications, Contractor shall provide District with a copy of such report upon District's request.
2. Contractor 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. Contractor shall provide District with copies for each Day Contractor works on the Project, to be delivered to District either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
3. District shall have the right to audit and copy Contractor'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 Contractor'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, Bid and negotiation documents records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.C at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
4. Contractor 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, Contractor shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

D. Contractor To Supply Sufficient Workers And Materials

1. Unless otherwise required by District under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
2. At any time during progress of Work should Contractor 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 Contractor to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Contractor does not comply with the notice within three (3) 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 Contractor 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 Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.

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

E. Contractor to Locate Underground Facilities.

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

F. Contractor to Protect Underground Facilities.

1. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations.
2. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to District for disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 71 00.
3. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00 31 19 (Reports, Surveys and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of

example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

G. Contractor to Not Disrupt District Operation.

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

12. CLAIMS BY CONTRACTOR/NON-JUDICIAL SETTLEMENT PROCEDURE

A. Scope

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

B. Procedure

1. Disputed Work. Should any clarification, determination, action or inaction by District or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor shall so notify District. Contractor and District shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.
2. Duty to Work During Disputes. Notwithstanding any dispute or Disputed Work, Contractor shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of

District. Contractor's sole remedy for Disputed Work is to pursue the remedies in this Article 12 and follow the determinations of District.

3. **Timely Notice of Disputed Work Required.** Before commencing any Disputed Work, or within ten (10) Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and preliminary cost proposal for the Disputed Work with District stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for District to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Contractor is encouraged to supply digital photographs by email if possible. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice of the Disputed Work, Contractor shall waive its rights to further claim on the specific issue.
4. **Timely Notice of Potential Claims Required.** District will review Contractor's timely notice and preliminary cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Contractor shall so notify District, in writing, within ten (10) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If District should fail to provide a decision on a notice and preliminary cost proposal within thirty (30) days, then Contractor shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost proposal.) Contractor shall continue to prosecute the Disputed Work to completion.
5. **Quarterly Claims Required.** At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Contractor may have submitted in that quarter, Contractor shall submit a formal claim in the form specified herein. Contractor may file a single consolidated claim each quarter, or may file separate claims each quarter, as Contractor sees fit, provided Contractor complies with the requirements below. (Contractor may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting the Contractor's position, for each notice of potential claim that Contractor intends to pursue as a formal claim (further described below).
6. **Claim Updates Required.** If Disputed Work persists longer than a single calendar quarter, then Contractor shall, every quarter until the Disputed Work ceases, submit to District a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to District quarterly.
7. **Claim Negotiations Required.** Upon receipt of Contractor's formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, District or its designee will review the issue and render a final determination. Contractor and District may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. District may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by District to evaluate and decide Contractor's claim.

C. Claim Format

1. Contractor shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.

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

D. Mediation

1. If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01 41 00 (Regulatory Requirements).
2. If Contractor's claims submitted in accordance with this Article 12 at Project completion exceed \$375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation, having a minimum of twenty (20) years experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

E. Subcontractor Claims

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

F. Waiver.

1. If Contractor fails to comply with this Article 12 as to any claim, then Contractor shall waive its rights to such claim.
2. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.
3. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and District must give its approval in writing (which approval may be withheld in District discretion.) As to any other feature of the claim procedure herein (and its

claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.

4. District shall not be deemed to waive or alter any provision under this Article 12, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 12.

13. LEGAL AND MISCELLANEOUS

A. Laws And Regulations

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

B. Permits And Taxes

Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

C. Responsibility Of Contractor And Indemnification

1. Except to the extent caused by their sole negligence, willful misconduct or active negligence, District and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect/Engineer, and each District Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782 and, if and to the extent applicable, California Civil Code Section 2782.8, Contractor shall assume defense of (with counsel approved by District), and indemnify and hold harmless, District and each of its officers, employees, consultants and agents, including but not limited to the Board,

Architect/Engineer, and each District representative, from claims, suits, actions, and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder.

3. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants and agents including, but not limited to District, the Board, Architect/Engineer and each District representative.
4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782 and, if and to the extent applicable, Civil Code Section 2782.8, the indemnification provisions, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
6. The indemnification provisions of this Contract as reflected in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

D. Suspension Of Work

1. District may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00 (Modification Procedures). No adjustment shall be made to extent that:
 - a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
 - b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
 - c. The suspension of Work was the direct or indirect result of Contractor'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, Contractor may file a claim under Article 12 of this Document 00 71 00.
2. In addition to the foregoing, if applicable, Contractor shall receive a time extension for the actual period of time Contractor proves it was delayed by District's order to suspend, delay or interrupt Work. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to District's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

E. Termination Of Contract For Cause

1. District may declare Contractor in default of Contract Documents and District may terminate Contractor's right to proceed under the Contract Documents for cause:
 - a. Should Contractor 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 sixty (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 Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
- b. Should Contractor commit a material breach of the Contract Documents. If District declares Contractor in default due to material breach, however, District must allow Contractor an opportunity to cure such breach within ten (10) Days of the date of notice from District to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten (10) Days, Contractor must provide District within the ten-Day period with a written plan (“cure plan”) acceptable to District to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written cure plan); or
 - c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor 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 (10) Days of the date of the notice from District to Contractor 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 Contractor to avail itself of a time period in excess of ten (10) Days, Contractor shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)
2. If District at any time reasonably believes that Contractor is or may be in default under the Contract Documents as provided above, then District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which District may advise Contractor of in writing. Contractor shall, within ten (10) Days of District’s request, deliver a written cure plan which meets the requirements of the written cure plan as defined above. Failure of Contractor to provide such written assurances of performance and the required written cure plan within ten (10) Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.
 3. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in Document 00 61 00 (Construction Performance Bond). Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default there under), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
 4. In the event of termination by District for cause:
 - a. District will compensate Contractor 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 Contractor 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 Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
 - b. Contractor 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. Contractor shall remain fully

liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.

- c. District's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
5. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing Contractor as required under Article 6 of this Document 00 71 00.
6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Contractor shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00 71 00. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

F. Termination Of Contract For Convenience

1. District may terminate for convenience performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination for convenience may only be effected by District delivering to Contractor written "Notice of Termination for Convenience" specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
2. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by District, Contractor shall:
 - a. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;
 - b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 - c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 - d. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Contractor under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this subparagraph;
 - f. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;
 - g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in subparagraph, but Contractor 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 Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;

- h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 - i. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which District has or may acquire interest.
3. After receipt of a notice of termination for convenience, Contractor shall submit to District its termination for convenience claim, in form and with all certifications required by Article 12 of this Document 00 71 00. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and District may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work for convenience. If Contractor and District fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this subparagraph, District's total liability to Contractor by reason of the termination shall not exceed the total (without duplication of any items) of:
 - a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
 - b. A reasonable allowance for profit on actual and allowable cost of Work performed as determined under this subparagraph, provided that Contractor establishes to District's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
 - c. Reasonable costs to Contractor of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
 - d. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
 - e. Except as provided in this subparagraph, District shall not be liable for costs incurred by Contractor 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 Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
 - f. District shall have no obligation to pay Contractor under this subparagraph unless and until Contractor provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
4. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
 - a. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 - b. Any claim which District may have against Contractor in connection with Contract Documents; and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this subparagraph, and not otherwise recovered by or credited to District.

G. Contingent Assignment Of Subcontracts

1. Contractor hereby assigns to District each Subcontract for a portion of the Work (including Services), provided that:

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

H. Remedies and Contract Integration

1. Subject to Contract Documents provisions regarding Contractor 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 Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the County of San Mateo. All District remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances District shall have any and all other equitable and legal rights and remedies which it would have according to law.
2. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between District and Contractor 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 Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
3. In any proceeding to enforce the Contract Documents, Contractor and District agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability, claims and time extension procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
4. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

I. Patents

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

any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

J. Substitution For Patented And Specified Articles

Except as noted specifically in Specifications, whenever in 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 deemed to be followed by the words "or equal." Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of District, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 43 25 (Substitution Request Form) as provided in Section 00 11 19 (Instructions to Bidders). 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.

1. The foregoing limited right to an "or equal" substitution shall not apply to any material or process which is designated in the approved Drawings and Specifications by patent or proprietary name or by name of manufacturer. Any such substitution is a deviation subject to District's advance written approval as provided in subparagraph 5.F.1 above.
2. Additionally, any substitution under this paragraph may require DSA approval.

K. Interest Of Public Officers

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

L. Limit Of Liability

DISTRICT, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT/ENGINEER AND EACH OTHER DISTRICT REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

M. Severability

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

N. Ownership Of Results/Works For Hire

Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Contractor or its Subcontractors or designers in connection with services performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Contractor or its Subcontractors or designers under this Contract are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to District. With the prior written approval of District, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. Alterations, Modifications And Force Account Work

1. As provided in the latest edition of Part 1 of Title 24, California Code of Regulations, no modification or deviation from the DSA approved Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. As

- appropriate, Change Orders are subject to approval by the Division of State Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations. Contractor shall aggressively plan and schedule its work, and coordinate with District and DSA, schedule RFI's and work inspections and progress, to avoid any delays or disruptions to the Work resulting from DSA requirements.
2. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. As appropriate, such Change Orders are subject to approval by DSA. Refer to Section 4-338, Part 1, Title 24, California Code of Regulations. In the case of any ordered extra Work, District reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.
 3. District may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Contractor shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article 14 and in Section 01 26 00 (Modification Procedures).
 4. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 - a. The Work performed in connection with the change to be made;
 - b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - c. The extent of the adjustment in the Contract Time, if any.
 5. A Change Order will become effective when signed by District. If District exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00 71 00, then the resulting Change Order shall be effective when signed by District, notwithstanding that Contractor has not signed it.
 6. Changes not affecting the Contract Time or Contract Sum of the Work, in District's discretion, may be set forth in a written RFI-Reply executed by District. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
 7. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01 26 00 (Modification Procedures), except in cases of emergency discussed in this Document 00 71 00.
 8. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor 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 Contractor's rights under Article 12 of this Document 00 71 00. In all cases Contractor shall perform the changed Work as directed by District subject to Contractor's rights under Article 12 of this Document 00 71 00.
 9. Contractor shall, upon District's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost Bid or claims arising from changes in the Work.
 10. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guarantees and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
 11. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01 26 00 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas,

e.g., “Eichlay” or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 26 00 (Modification Procedures) in order to request, claim or prove compensation for delay.

12. A performance bond rider covering changed Work must be executed before proceeding with the changed Work.

B. Entitlement to Change Of Contract Time

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

C. Notice Of Delay

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

D. Non-Compensable Time Extensions; Adverse Weather Parameters

1. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Contractor (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God, epidemics, and acts of other contractors or utilities) an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation) shall be Contractor’s sole and exclusive remedy for such delays.
2. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters first on a monthly basis and second on a cumulative annual basis, and Contractor proves that the adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. Rain parameters are identified in Document 00 73 00 (Supplementary Conditions), pro-rated in the individual month Contractor starts and finishes Work.
3. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more at the station identified in Document 00 73 00, as

measured by the National Oceanic & Atmospheric Administration, and Contractor shall prove that the rain actually caused delay to the Work, following the procedures in this subparagraph and the Contract Documents. Notwithstanding the foregoing allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.

4. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify District and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
5. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to District's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
6. Contractor 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 Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

E. Compensable Time Extensions

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

F. Liquidated Damages

1. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by District for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract

Documents because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Except as otherwise provided in Document 00 73 00 (Supplementary Conditions), liquidated damages shall also include lost revenues, interest expenses and cost of substitute facilities. However, liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, cost of completion of the Work, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against District as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Contractor shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due District.

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

G. Differing Site Conditions

1. In the event that Contractor encounters underground conditions that exceed the scope of the Work, then Contractor shall promptly give District written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work; (2) subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Contractors prior to the deadline for submitting Bids, that Contractor did not and could not have known about by performing its required pre-Bid investigations; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Contractor did not and could not have known about by performing its required pre-Bid investigations.
 - a. District shall promptly investigate the conditions, and if it finds that (i.) the conditions do materially so differ in a manner Contractor did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii.) cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, then (iii.) District shall initiate a change order under the procedures described in the Contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01 26 00 (Modification Procedures).
 - b. If District determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or do not involve hazardous waste, or that Contractor should have anticipated the same through its required pre-Bid investigations, or for any other reason that that no change in terms of the Contract Documents is justified, District will so notify Contractor in writing, stating reasons.
 - c. In the event that a dispute arises between District the Contractor whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between contracting parties.
2. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:

- a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; provided, that this requirement shall not apply if the condition results from the District's failure to timely address a known condition which is expressly outside the scope of Contractor's Work;
 - b. Contractor should have known of the existence of such conditions at the time Contractor submitted its Bid, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 00 71 00;
 - c. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 00 71 00 precludes reliance upon; or,
 - d. Contractor was required to give written notice and failed to do so within the time required.
3. If, because of a differing site condition as defined herein, Contractor does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, District may order the disputed portion of Work deleted from the Work, or performed by others, or District may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with District's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this Document 00 71 00.

H. Change Orders Related to Underground Facilities.

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

15. WORKING CONDITIONS AND PREVAILING WAGES**A. Use Of Site/Sanitary Rules**

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval.
2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
4. Contractor 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 Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

B. Protection Of Work, Persons, Property And Operations

1. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of District, its officers, employees, agents, invitees, licensees, lessees or contractors.
2. Contractor shall 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. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
3. Contractor shall remedy all damage, injury, loss or interruption to any property or operations of District or contiguous property owners, caused, directly or indirectly, in whole or in part, by Contractor, 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. Contractor'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 Contractor's Work. Contractor shall give all notices required by potentially responsible insurance carriers and require that its Subcontractors and suppliers do the same.
4. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

5. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until District receives satisfactory evidence that any and all suits or claims against Contractor for injury to persons, property or operations are either settled, or adequately provided for (such as by insurance or otherwise).

C. Responsibility For Safety And Health

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

D. Emergencies

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

E. Use Of Roadways And Walkways

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

F. Nondiscrimination

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

G. Prevailing Wages

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

wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.

2. Contractor shall forfeit, as a penalty to District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 71 00 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by District. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
4. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.
5. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
 - a. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.
 - b. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor as required by Labor Code Section 1776.
 - (X) Contractor shall inform District of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.
 - (Y) Contractor or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Contractor or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to District on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.
 - c. Contractor shall also deliver certified payrolls to District with each Application for Payment as described in Section 01 29 00 (Measurement & Payment).

H. Environmental Controls

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

I. Shoring Safety Plan

1. At least five Days in advance of excavating any trench five feet or more in depth, Contractor shall submit to District a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.
2. During the course of Work, Contractor 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. Contractor 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 Contractor of its responsibilities under this subparagraph.
3. DSA must review and approve shoring of structures prior to commencement of shoring operations. Contractor shall submit shoring design sufficiently in advance of the Work as necessary to avoid delay.
4. Cal/OSHA Permit. Contractor shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:
 - a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
 - b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
 - c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
 - d. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

SECTION 00 73 00

SUPPLEMENTARY CONDITIONS**A. SUMMARY**

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

1. SUPPLEMENT TO PARAGRAPH 7.1 GENERAL CONDITIONS, SECTION 00 71 00

- a. Not used.

2. SUPPLEMENT TO 11.A.4 PROSECUTION & PROGRESS OF THE WORK

- a. All work shall be coordinated with District Representative by the Contractor so as to mitigate and minimize impact to campus operations. For example (but not limited to), noisy disruptive work shall not be scheduled to occur during final examinations, commencement exercises, etc. Work likely to disrupt campus utility services, including but not limited to utility shut-downs and / or cut-overs shall be scheduled between semesters, over holiday periods or at other times that will insure continuous utility service to support college operational activities.
- b. The College activities and events applicable to this work include at least the following:
 - i. Cañada College:
Finals- Last week of every semester.
January 22, 2015 – Spring Semester 2015 begins.
The Contractor is advised to consult the College's website, at <http://canadacollege.edu/events/> for any updates to the College activities and events.
 - ii. College of San Mateo:
Finals- Last week of every semester.
January 22, 2015 – Spring Semester 2015 begins.
The Contractor is advised to consult the College's website, at <http://collegeofsanmateo.edu/calendar/events/> for any updates to the College activities and events.

- c.

3. SUPPLEMENT TO 11.E CONTRACTOR TO LOCATE UNDERGROUND FACILITIES

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

4. SUPPLEMENT TO 14.D NON-COMPENSABLE TIME EXTENSIONS; ADVERSE WEATHER PARAMETERS

- a. Rain parameters are as follows, pro-rated in the individual month Contractor starts and finishes Work:
- b. 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].
- c. 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 Redwood City or San Mateo, respective of the campus, California station, as measured by the National Oceanic & Atmospheric Administration.

5. SUPPLEMENT TO PARAGRAPH 2.A., INVESTIGATION PRIOR TO BIDDING.

- a. Add to the end a new paragraph 2.A.8 that reads:
 - i. Matters Shown in Hazardous Materials Surveys for Informational Purposes: Reference is made to Section 00 31 19 (Reports, Surveys and Existing Conditions) for hazardous material

surveys included with the Contract Documents and use of data therein. These materials are not Contract Documents and, except for any “technical data” regarding the location of hazardous materials, as limited in Section 00 31 19 (Reports, Surveys and Existing Conditions), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and shall not rely on information provided by District.

ii. **Available Documentation:** The following documentation is available for review through the District for Bid Number **86695**:

1. Report: “CSM B3 ACM Testing – 9/15/14”
College of San Mateo, Building 3
Denali Group
September 15, 2014
2. Report: “CAN B3 Theater ACM Testing – 9/16/14”
Cañada College, Building 3
Denali Group
September 16, 2014

B. CHANGES TO OTHER SECTIONS

This document includes requirements that supplement the paragraphs of the following sections:

1. SUPPLEMENT TO PARAGRAPH 1.4.A SITE SECURITY AND SAFETY, SECTION 01 56 00

- a. For this project the Contractor’s employee parking area is:
- b. Canada: Lot 2 and Lot 4
- c. CSM: Beethoven Lot

2. SUPPLEMENT TO PARAGRAPH 1.9 SITE SECURITY AND SAFETY, SECTION 01 56 00

- a. On a project by project basis, Contractor shall ascertain presence of hazardous materials, including but not limited to lead based paint, asbestos containing building materials, and other potentially hazardous substances. Contractor shall establish safety protocols concerning such materials.

3. ADD NEW PARAGRAPH 1.3.D PROPERLY PROTECT THE THEATER(S), TO SITE SECURITY AND SAFETY, SEC 01 56 00:

- a. Cover all seating to prevent dust and debris from collecting on the surface.
- b. Cover all carpet to prevent dust and debris from collecting on the surface.
- c. Cover all exposed speakers to prevent dust and debris from collecting on the surface and penetrating inside the unit(s).
- d. Cover light bar located at the front of the theater, above the seating, and all attached equipment from dust and debris from collecting on the surface.
- e. Cover theater curtains to prevent dust and debris from collecting on the surface and penetrating inside the unit(s).
- f. Mask windows between control booth and theater to prevent dust and debris from entering the control booth.
- g. CSM ONLY: Cover all equipment in control room to prevent dust and debris from collecting on the surface and penetrating inside unit(s). Install temporary curtain around 2nd beam access ladder to minimize the amount of dust entering the control room.

4. ADD NEW PARAGRAPH 1.4.F, TO SITE SECURITY AND SAFETY, SEC 01 56 00:

- a. CSM ONLY: The 2nd beam area above the theater can only be accessed through a ladder in the control booth. Contractor is to keep the control booth locked at all times, unless work is being performed in the control booth or in the 2nd beam area above the theater.
- b. CAN ONLY: Contractor is to keep the control booth locked at all times, unless work is being performed in the control booth.

End of Document

SECTION 00 73 17

CONTRACTOR-PROVIDED INSURANCE

- A. At or before the date specified in Section 00 11 19 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall be not less than \$1,000,000.
 2. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall be not less than **[\$5,000,000]** each occurrence, **[\$10,000,000]** general aggregate limit, and **[\$5,000,000]** aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 3. Excess Liability Insurance, on an "Occurrence" form Coverage should apply and follow form over primary coverages shown above. Limits must apply per any one occurrence and general aggregate annually; and Annual Aggregate Products and Completed Operations. The following are required excess limits of liability:
 - a. \$25,000,000 Bodily Injury and Property Damage Liability
 - b. \$25,000,000 General Aggregate
 - c. \$25,000,000 Products and Completed Operations
 4. Contractor's Pollution Liability, on a "Claims Made" or "occurrence"
 - a. \$25,000,000 Each Loss/Annual Aggregate
 5. All-Risk Builders' Risk aka 'Course of Construction' Insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, damage to adjacent buildings, partial or total collapse of structure(s), debris removal, demolition occasioned by enforcement of Laws, water damage, damage caused by frost and freezing in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.
 6. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than **[\$1,000,000]** each person Bodily Injury, **[\$1,000,000]** each occurrence Bodily Injury, and **[\$1,000,000]** each occurrence Property Damage.
- B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must have an A. M. Best Company rating of **[A-IX]** or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

Required Endorsements:

1. Name San Mateo County Community College District, its Board of Trustees, and their employees, representatives, consultants, agents and Architect/Engineer as additional insured ATIMA (As Their Interest May Appear) on the Commercial General Liability Policy and Automobile Policy but only with respect to liability arising out of the activities of the Named Insured..

2. Commercial General Liability additional insured endorsement shall be ISO version CG 20 10 (11/85 edition) or its equivalent.
 3. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A.1, A3 & A6 of this Section 00 73 17.
 4. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.
 5. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against District and all additional insured, as well as other insurance carriers for the Work.
 6. Insurance certificates shall be addressed to: San Mateo County Community College District, 3401 CSM Drive, San Mateo, 94402, Attention Facilities Planning and Operations Department.
- C. Certificates of insurance and endorsements shall have clearly typed thereon District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Section 00 52 00 (Agreement), sixty (60) Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within thirty (30) Days, copies of the actual insurance policies or renewals or replacements.
- D. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- E. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.
- F. Nothing in this Section 00 73 17 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- G. Except that Subcontractors need obtain only **[\$1,000,000]** of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten (10) Days of District's request.
- H. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
1. Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. Provided such insurance is customarily required by District when professionals engaged in the profession practiced by Professional directly contract with District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, with a limit of not less than **[\$1,000,000]** for each claim. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b. All insurance required by paragraphs A.1, A.2 and A.6 of this Section 00 73 17. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Section 00 73 17 relating to that insurance,

including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF SECTION

SECTION 00 91 00

ADDENDUM NO. #_____

SUMMARY

This document includes requirements that clarify or supersede portions of the Request for Proposal. This Addendum is a Contract Document.

GENERAL

The following changes, additions and deletions shall be made to the following document(s); all other conditions shall remain the same.

I. BID FORM

XXX

II. AGREEMENT

XXX

III. SPECIFICATIONS

Item No.
XXX

IV. DRAWINGS

XXX

VI. CLARIFICATIONS

XXX

END OF ADDENDUM

SECTION 01 10 00

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

- A. Section includes summary of Work including:
1. Work Covered By Contract Documents
 2. Bid Items, Allowances, and Alternates
 3. Work Under Other Contracts
 4. Future Work (N/A)
 5. Work Sequence
 6. Business Days and Hours
 7. Cooperation of Contractor and Coordination with Other Work
 8. Maintenance, Product Handling, and Protection
 9. Partial Occupancy/Utilization Requirements
 10. Contractor 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. Permits
 18. Punch List Verification
 19. Actual Damages for Violations
 20. Unfavorable Construction Conditions
 21. Construction Site Access
 22. Specification Data Sheets and Schedules
 23. Site Administration
 24. Products Ordered In Advance
 25. District-Furnished Products
 26. CEQA Mitigations
 27. Storm Water Pollution Program- *See Section 01 35 00*

1.2 WORK COVERED BY CONTRACT DOCUMENTS

Work generally consists of a one-for-one replacement of the existing house lights with new LED fixtures at both the CAN and CSM theaters. This work will re-use the existing electrical wiring. An upgrade to the existing house lighting controls systems at both theaters is necessary to maintain the existing lighting control functionality and is included in this scope of work. Due to this upgrade some new low voltage wiring is necessary to connect the new LED fixtures to the control panels and is included in this scope of work. Some existing low voltage wiring will be re-used. (CAN only) Repair or replace existing cove lighting. This work is located at Cañada College, 4200 Farm Hill Blvd., Redwood City, California and College of San Mateo, 1700 W. Hillsdale Blvd., San Mateo, California.

- A. Furnish all labor, materials, equipment, services, permits, temporary controls and construction facilities, and all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents. The Work includes, but is not necessarily limited to the following:
1. Cañada College
 - a. One-for-one replacement of the existing house lights with new LED fixtures. The existing electrical wiring will be re-used to power these fixtures.
 - b. Repair existing cove lighting, confirm and if necessary repair/replace existing wiring to ensure all cove lights are controlled by the house lighting controls.
 - c. Upgrade existing house lighting controls. Furnish, install and program all lighting controls equipment necessary to control operations of the new LED fixtures with the same functionality as currently exists.

This work includes but is not limited to the installation of daisy chained DMX wiring to connect the new LED fixtures to the new gateway connection box in the attic and new CAT5 cabling that will connect the new gateway to the new processor in the electrical room. This work shall also include: cleaning, commissioning and testing, submittals, and all other general conditions, and general requirements.

2. College of San Mateo
 - a. One-for-one replacement of the existing house lights with new LED fixtures. The existing electrical wiring will be re-used to power these fixtures.
 - b. Upgrade existing house lighting controls. Furnish, install and program all lighting controls equipment necessary to control operations of the new LED fixtures with the same functionality as currently exists. This work includes but is not limited to the installation of daisy chained DMX wiring to connect the new LED fixtures to the new gateway connection box in the attic and new CAT5 cabling that will connect the new gateway to the new processor in the electrical room. This work shall also include: cleaning, commissioning and testing, submittals, and all other general conditions, and general requirements.
- B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.
- C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.
- D. Contractor's use of the premises for Work and storage is limited to the area indicated.
- E. Contractor shall be solely responsible for all utilities (including without limitation electricity, water, gas, etc.) at the Site.
- F. Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated to be salvaged and reused or to remain the property of District. Contractor shall store and protect salvaged items specified or indicated to be reused in the Work.
 - a. Contractor may furnish and install new items instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.
- G. Existing materials and equipment removed by Contractor shall not be reused in the Work, except where so specified or indicated.
- H. Salvaged items not to be reused in the Work, but to remain District's property, shall be delivered by Contractor in good condition to District at the Facilities Maintenance Center, 4200 Farm Hill Blvd., Redwood City or 1700 West Hillsdale Blvd, San Mateo, contractor is to confirm exact location.
 - a. Any items specified or indicated to be salvaged which are damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by Contractor in kind or with new items.

1.3 BID ITEMS, ALLOWANCES, AND ALTERNATES

- A. Any Bid Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid Items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01 29 00 (Measurement and Payment).
- C. For all Bid Items, furnish and install all work indicated and described in Specifications and all other Contract Documents, including connections to existing systems. Work and requirements applicable to each individual Bid Item, or unit of Work, shall be deemed incorporated into the description of each Bid Item..
- D. Descriptions of Lump Sum Items (listed by Bid Item Numbers). Bid items are not intended to be exclusive descriptions of work categories and Bidder shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified:
 1. Bonds and Insurance. The lump sum price paid under this item shall be full payment for all Bonds and Insurance required by Document 00 71 00 (General Conditions).
 2. Safety Plan and Programs. The lump sum price paid under this item shall be full payment for providing the Safety Plan and programs as required by Section 01 56 00 (Site Security and Safety) and 00 71 00 (General Conditions).
 3. Mobilization/Demobilization. The lump sum price paid under this item shall be full payment for initial mobilization at Project commencement (50% to be paid then), and cleanup and demobilization at Final Completion of Work to be completed (50% to be paid then).
 4. **Not used.**

5. Installation, Operation, and Maintenance Manuals, Record Drawings-. The lump sum price paid under this item shall be full payment for preparation of installation, operation, maintenance manuals, and record drawings.
 6. All Work of Contract Documents other than Work separately provided for under other Bid Items. The lump sum price paid under this item shall be full payment for all Work of Contract Documents other than Work separately provided for under other Bid Items, including cleaning, startup, and testing, submittals, and all other general conditions, general requirements, and seismic requirements.
- E. Allowances:
1. Allowance work shall be done as Change Orders and as specified in Section 01 26 00 (Modification Procedures). Identify Allowance Items (See Document 00 41 00 [Bid Form]) work on the Progress Schedules and on Applications for Payment.
 2. The Amount given on Document 00 41 00 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form.
 3. If the cost of work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of work actually done.
 4. Scope of Allowances:
 - a. N/A
- F. Alternates:
1. **Alternative Item No. 1 (Bid Item [3]): CAN – Cove Lighting LED Accent Light Upgrade.** The lump sum price paid under this item shall be the additional cost to furnishing, install and program new LED accent cove lights instead of repairing and/or replacing the existing fixtures. This work includes: installing all connections to the upgraded lighting controls panel(s), including CAT5 DMX jumper cable connections, cleaning, commissioning and testing, submittals, and all other general conditions, and general requirements.

1.4 WORK UNDER OTHER CONTRACTS

Work at the site performed by others includes the following: **touch up paint.**

1.5 FUTURE WORK

Not used.

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. Contractor shall not have access to these theaters before **December 22, 2014**, unless otherwise agreed upon by District. Contractor shall schedule Work in this area accordingly.
- C. Contractor 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 bid items.

1.7 BUSINESS DAYS AND HOURS

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

1.8 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00 71 00 (General Conditions), paragraph 6.
- B. Contractor shall coordinate the construction schedule with the regular daily operations schedule of the District and Campus for minimal interruption during utility service installations/modifications. All shut-downs required to perform the work and temporary facilities/utilities to affected District constituencies or other projects shall be coordinated by the Contractor and included in the base scope/cost of the project for normal power service installation.
- C. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations.
- D. Connections to Existing Facilities. Unless otherwise specified or indicated, Contractor shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Contractor shall receive permission from District or the owning utility prior to undertaking connections.
- E. Substantial completion shall be achieved by: Cañada College- January 23, 2015 (Occupancy: February 9, 2015). College of San Mateo- February 27, 2015 (Occupancy: March 15, 2015).

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, Contractor shall stop work in the affected area and immediately notify the Owner. Owner shall either directly engage an asbestos removal contractor 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; or Owner shall direct Contractor to do the same as a Change Order to the contract. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as: avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting his best efforts to avoid and/or mitigate delays.
 - 1. 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.
 - 2. 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 bid and no direct or additional payment will be made therefore.
- H. Not used.
- I. Maintenance logs and all related contract close-out documentation will be submitted to the District's Representative no more than thirty (30) days after the date of Substantial Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

1.10 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. Contractor 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 Contractor.
 - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
 - 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 71 00 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Section 01 10 00 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.
- H. District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.6 of this Section 01 10 00, if any, prior to substantial completion of all of the Work. Contractor shall notify District's Representative and Architect/Engineer in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

1.11 CONTRACTOR USE OF PREMISES

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

1.12 LINES AND GRADES

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

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

1.14 DAMAGE TO EXISTING PROPERTY

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

1.15 DUST CONTROL

- A. Contractor 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 Contractor will clean interior common areas (e.g., corridors, lobbies) as needed during each work day.

1.16 PARKING

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

- A. Canada: Lot 2 and Lot 4
- B. CSM: Beethoven Lot

1.17 LAYDOWN/STAGING AREA

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

1.18 PUNCH LIST VERIFICATION

A punch list examination will be performed upon Substantial Completion of Work. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to

incompleteness of the Work by Contractor, at District's discretion, Contractor shall reimburse District for these visits.

1.19 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor 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 Contractor to perform the Work in a proper and satisfactory manner. The Contractor will employ BEST practices to manage the construction site during inclement weather.

1.20 CONSTRUCTION SITE ACCESS

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

1.21 SPECIFICATION DATA SHEETS AND SCHEDULES

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

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

1.22 SITE ADMINISTRATION

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

1.23 EROSION CONTROL

A. SCOPE OF WORK

1. General: Provide all materials, equipment and labor necessary to furnish and install straw wattles, silt fence barriers, hydroseed, or other Best Management Practices (BMP's) at locations shown on the Contractors Storm Water Pollution Prevention Plan. See Section 01 35 00 for further detail.
2. Storm Water Pollution Prevention Plan: Prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) tailored to the Contractor's operations, methods and equipment. Comply with State Water Resources Control Board requirements. The SWPPP shall be reviewed and approved by the authority having jurisdiction prior to the start of work. The SWPPP shall be tailored to the contractor's approach to the work in this contract. The Contractor shall as a minimum address:
 - a. Cut and fill operations
 - b. Temporary stockpiles
 - c. Vehicle and equipment storage, maintenance and fueling operations
 - d. Concrete, plaster, mortar and paint disposal
 - e. Dust control
 - f. Tracking of dirt and mud, on and off of site, and adjacent streets.
 - g. Pipe flushing and protection of drainage facilities both new and existing, on and off site as required by State Water Resources Control Board.

1.01 QUALITY ASSURANCE

General: Comply with governing codes and regulations of the State Water Resources Control Board.

1.03 SUBMITTALS

- A. Notice Of Intent (NOI): The Contractor shall submit a NOI to the State Water Resources Control Board in the name of San Mateo County Community College District prior to beginning work on site if required.

PART 2 PRODUCTS

2.1 Not used.

2.2 RESPONSIBILITIES FOR DISTRICT-FURNISHED PRODUCTS

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

SECTION 01 21 00
OWNER'S ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 RELATED SECTIONS

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

1.3 NON-SPECIFIED WORK ALLOWANCE

- A. Include in the Contract, a stipulated sum/price of [] for non-specified items.
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Change Orders authorizing expenditure of funds from this Allowance.
- C. Funds will be drawn from Allowance only by approval of the Owner and authorization of Change Orders by the Architect.
- D. At closeout of Contract, funds remaining in Allowance will be credited to Owner by Changer Order.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01 23 00

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 District's option and under the terms established by the Request for Proposals and in the Contract, be selected for the Work in lieu of other requirements of the Contract Documents. Selection may occur prior to commencement of Contract Time, or District may defer for possible selection as provided in paragraph B. Below.
- B. District reserves the right to make decisions on Alternates for **[Three Hundred and Sixty-five (365)]** Calendar Days after the commencement of Contract Time. The District reserves the right to adjust the total funds available to complete the Project in order to accept any or all Alternates. Contractor 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.
1. Indicate price for Alternates described below and listed in the Document 00 41 00 (Bid Form). This form requests a "difference" in Bid Price by adding to or deducting from the base Bid Price.
 2. Bids will be evaluated on the base bid price and price of Alternates.
 - a. Alternative Item No. 1 (Bid Item [3]): **CAN – Cove Lighting LED Accent Light Upgrade.** The lump sum price paid under this item shall be full payment for furnishing, installing and programming new LED accent lights including: installing connections to the upgraded lighting controls panel(s), cleaning, commissioning and testing, submittals, and all other general conditions, and general requirements.

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

END OF SECTION

SECTION 01 26 00

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

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

1.2 GENERAL

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Contractor or District may initiate changes in scope of Work or deviation from Contract Documents.
 - 1. Contractor may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
 - a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents. RFIs shall not be submitted to District seeking clarification to any errors or omissions on behalf of the Contractor's preparation of the Construction Documents or any other Contract Documents prepared by Contractor.
 - b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00 71 00 (General Conditions).
 - c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00 71 00 (General Conditions).
 - 2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor 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 Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 - 5. District may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by District only.
 - 6. Not used.
 - 7. It is the responsibility of the Contractor to notify the District within 14 days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.

1.3 PROCEDURES

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

- response. If District disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of District's response to the RFI. Contractor's failure to deliver either the foregoing notice of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to District's CCD within 10 Days.
1. Contractor's response must be any one of following:
 - a. Return CCD signed, thereby accepting District's response, time and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
 - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim with 30 days.
 2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. Force account.
 - d. Cost to be determined in a manner agreed.
 3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00 71 00 (General Conditions). Contractor shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01 26 00.
 5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by District. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- E. District Requested RFP: Contractor shall furnish a Cost Proposal within 21 Days of District's RFP. Upon approval of RFP, District will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 12 of Document 00 71 00 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- G. Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.

- H. All Changes:
1. Documentation of Change in Contract Sum and Contract Time:
 - a. Contractor shall maintain detailed records of Work performed on a time-and-material basis.
 - b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow evaluation of the proposal.
 - c. Contractor shall, on request, provide additional data to support computations for:
 - 1) Quantities of products, materials, labor and equipment.
 - 2) Taxes, insurance, and bonds.
 - 3) Overhead and profit.
 - 4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
 - 5) Credit for deletions from Contract, similarly documented.
 - d. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
 - 1) Credit for deletions from Contract, similarly documented.
 - 2) Origin and date of claim.
 - 3) Dates and times Work was performed and by whom.
 - 4) Time records and wage rates paid.
 - 5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
 - I. Correlation of Other Items:
 1. Contractor 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. Contractor shall revise the Progress Schedules prior to the next monthly pay period.
 3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.
 - J. Responses: For all responses for which the Contract Documents, including without limitation this Section 01 26 00, do not provide a specific time period, recipients shall respond within a reasonable time.
 - K. Disputes: For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 71 00.

1.4 COST DETERMINATION

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

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

- B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01 26 00)
1. Overhead and profit on labor for extra Work shall not exceed 15 percent.
 2. Overhead and profit on materials for extra Work shall not exceed 15 percent.
 3. Overhead and profit on equipment rental for extra Work shall not exceed 10 percent.
 4. When extra Work is performed by a first tier Subcontractor or a Design Professional, Contractor shall receive a 5 percent markup on Subcontractors' or Design Professional's total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. First tier

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

1.5 COST BREAKDOWN

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

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

1.6 FORCE-ACCOUNT WORK

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01 26 00.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between District and Contractor have broken apart

and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.

- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by District.
- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District when 75 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Section 01 26 00. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 DISTRICT-FURNISHED MATERIALS

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

1.8 OVERHEAD DEFINED

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

1.9 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each Day.

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

SAMPLE OF COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

END OF SECTION

COST PROPOSAL (CP)

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

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

Brief description of change(s): _____

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

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

SECTION 01 29 00

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

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

1.2 REFERENCES

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

1.3 SCOPE OF WORK

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

1.4 DETERMINATION OF QUANTITIES

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

1.5 SCOPE OF PAYMENT

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

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

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

1.6 BASIS OF PAYMENT

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

1.7 PROGRESS PAYMENTS

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values:
 - 1. Within ten (10) Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum

- equals the total Contract Sum. See Specification 01320. The format and detail of the breakdown shall be as directed by District to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by District. Scheduling, record documents and quality assurance control shall be separate line items.
 3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
 4. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.
- C. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
1. On or before the 20th Day of each month (but after receipt of District's approval of the updated Schedule as required by Section 01 32 16 (Progress Schedules and Reports)), Contractor shall submit to District one copy of an Application for Payment for the cost of the Work put in place during the period from the 1st Day of the previous month to the Last Day of the previous month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Contractor shall submit in a form similar in format to AIA form G702 and G703 an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by District. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.
 2. Applications for Payment may include, but are not necessarily limited to the following:
 - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
 - b. Up to 75 percent of the cost of equipment identified in paragraph 1.5E of this Section 01 29 00 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by District.
 - c. Up to 50 percent of the cost of materials identified in paragraph 1.5E of this Section 01 29 00 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
 3. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Section 00 71 00 (General Conditions) and Section 01 32 16 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.
 4. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01 32 16 (Progress Schedules and Reports) justifies denying the entire Application for Payment. Should Contractor fail to submit timely or accurate schedule updates the District has the right to impose a Withhold of funds in the amount up to \$10,000 per occurrence until the contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the District if it is determined that the contractor is not capable of delivering timely and accurate updates these Withheld monies may be converted to a back charge to Contractor to offset the costs to the District associated with providing the schedule update function. See also Section 01 32 16 (Progress Schedules and Reports), paragraph 1.2.J.
 5. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with District, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to District.
 6. Each Application for Payment shall list each Change Order and Construction change directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the

- work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to District.
7. If District requires substantiating data, submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
 8. With each Application for Payment the following reports and logs shall be submitted:
 - a. Copies of completed maintenance logs for each piece of major equipment listed in Section 01 10 00 (Summary of Work) shall be submitted according to the requirements specified in Section 01 60 00 (Product Requirements).
 - b. Copies of up-to-date Waste Reporting Log per Section 01 74 00 (Cleaning) paragraph 1.2.E.5 Contractor's Application for Payment will be deemed incomplete without these documents.
- D. Progress Payments
1. District will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
 2. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared in accordance with this Section 01 29 00.
 3. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Contractor as soon as practicable, but no later than seven (7) Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
 4. Pursuant to Public Contract Code Section 20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, District shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven (7) Day return requirement set forth herein.
 5. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Contractor in manner provided by law, an amount equal to 95 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
 6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. District also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.
 7. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
 8. Granting of progress payment or payments by District, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.
 9. When District shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover District's charges against it, District shall have right to recover balance from Contractor or Sureties.

1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01 29 00 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section 01 29 00. Pay to each Subcontractor, not later than twenty (20) Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
 3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
 4. Enter into escrow agreement with Controller according to Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
 5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.9 FINAL PAYMENT

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

1.10 EFFECT OF PAYMENT

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

1.11 CONTINGENCY RESERVE

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

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Descriptions of the required Project meetings for the Work. These meetings include:
 - a. Preconstruction Conference.
 - b. Not used.
 - c. Weekly Progress Meetings.
 - d. Not used.
 - e. Special Meetings.

1.2 PRECONSTRUCTION CONFERENCE

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

1.3 NOT USED

1.4 WEEKLY PROGRESS MEETINGS

- A. District will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by District.

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

1.5 NOT USED

1.6 SPECIAL MEETINGS

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

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

- A. Eleven months following date of Final Completion of entire work, Contractor to conduct an inspection with the District, or District’s Representative, to review and act upon guarantees/warranties, bonds, and service and maintenance contracts for materials and equipment. Implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by District.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 32 16

PROGRESS SCHEDULES AND REPORTS

PART 1 – GENERAL

1.1 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions and Supplementary General Conditions.
- B. Contractor shall develop a schedule for the project demonstrating complete fulfillment of all contract requirements, shall keep the network plans up to date in accordance with the requirements of this section and shall utilize the Critical Path Method (CPM) in planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, and suppliers, and in assisting District and District’s Project Manager in monitoring the progress of the Work.
- C. The CPM schedule shall be prepared using an electronic program, ex. Primavera Project Planner 3.0, Primavera SureTrak 4.0, Microsoft Project, etc. Equivalency of a proposed substitute CPM program shall be determined by the District.
- D. The principles and definition of CPM in terms used herein shall be as follows:
 - 1. CPM network is a graphic description of the Contractor’s construction plan, showing the sequential steps needed to reach the completion of the Work within the prescribed Contract Time. It depicts events and tasks as activities, and their interrelationships, and shall recognize the progress that must be made on one activity before subsequent activities can begin. These activities shall be logically represented in a CPM schedule showing their interrelationships in a chronological fashion. As each activity has a time allocation, the completed schedule shows the critical path of activities that must be completed on time if the entire Project is not to be delayed. It shall also be possible to identify the earliest and latest start and finish times for each activity if the overall Project is not to be delayed. Therefore, the CPM schedule shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project.

1.2 SUBMITTALS

- A. Refer to Section 01 32 19 (Submittal Procedures), for procedures.
- B. NOT USED
- C. A “Draft” Contract Schedule shall be submitted no later than the pre-construction kick-off meeting date followed by the Final Contract Schedule submittal based upon District’s comments. Once approved by District, Contract Schedule shall be known as the Baseline Schedule. Contractor shall submit an Updated Contract Schedule whenever the Baseline Contract Schedule does not represent the actual or anticipated progress of the work.
- D. Contractor shall submit submittal schedule to District no later than 10 days following the Notice to Proceed.
- E. NOT USED
- F. Submit Final As-Built Schedule per paragraph 1.9 below.
- G. NOT USED
- H. All other required reports referenced herein, typically three (3) copies each per occurrence.
- I. Submit one (1) copy in 8 ½” X 11” size of each required schedule and one (1) copy of all required reports. Contractor shall also submit a digital copy of these documents.

- J. In addition to all other District rights and remedies in the Contract Documents, including without limitation those in Section 01 29 00 (Measurement and Payment), paragraph 1.7.C.4, should Contractor fail to submit timely or accurate schedule updates the District has the right, in addition to all other rights under the Contract Documents, to impose a withhold of funds in the amount up to \$500 per occurrence, until the Contractor demonstrates compliance with timely, acceptable and accurate schedule update submittals. In the sole judgment of the District, if it is determined that the Contractor is not capable of delivering timely and accurate updates, these withheld monies may be converted to a back charge to Contractor to offset the costs to the District associated with providing the schedule update function.

1.3 ACCEPTANCE

- A. N/A
- B. Acceptance of the Contractor's Contract Schedule by the District will be a condition precedent to the making of any progress payment for work performed.
- C. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Supplemental General Conditions and this Section.
- D. The required updating of the Contract Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by District of these items shall be a condition precedent to the making of progress payments. If, in the judgment of District, Contractor fails or refuses to provide a complete updated Contract Schedule or reports, as specified, the Contractor will be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules.
- E. In the event the contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled "project float", of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the contractor and the District, and is not for the exclusive use of either party.

1.4 CONSTRUCTION ANALYSIS

- A. Contractor shall use an electronic program, ex. Primavera Project Planner 3.0, Primavera SureTrak Project Manager 4.0, Microsoft Project, etc., to create the schedule. Contractor shall coordinate with District to produce the following minimum information with the Contract Schedule:
1. Activity identification;
 2. Activity description;
 3. Status date and original/remaining duration;
 4. Activity percentage complete;
 5. Activity duration;
 6. N/A ;
 7. Total float;
 9. The predecessor and successor activities for each individual activity;
 10. A comparison, or identification, of the current update and the baseline schedule;
 11. Designation of the planned work day/work week for each activity;
 12. A near critical item list of activities with ten (10) days or less total float;
 13. Scheduled and actual manpower loading for each activity; and
 14. Scheduled and actual progress payment for each activity.

1.5 N/A

1.6 CONTRACT DELIVERABLES

- A. Draft Contract Schedule:
1. Submission:

- a. Contractor shall submit a “draft” Contract Schedule to District no later than the date of the project preconstruction conference as scheduled by the District. The draft Contract Schedule will include all activities that are required or anticipated to be completed.
- b. N/A
2. Form:
 - a. Prepare the “draft” Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The “draft” Contract Schedule shall also be submitted to the District in electronic format.
3. The “draft” Contract Schedule shall include but not be limited to:
 - a. A legend of scheduled activities.
 - b. Scheduled work activities that clearly indicate the scope of work to be completed.
 - c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
 - d. Major work activity categories to be included in the Initial Contract Schedule
 - e. Submittals Section, containing submission, review, procurement and delivery of all project materials
 - f. OFCI/OFOI items
 - g. Substantial Completion
 - h. Punch list formulation (District’s, etc.) and correction
 - i. Contractor closeout documentation and training.
 - j. Contractor punch list corrective work.
 - k. Demobilization and project completion.
 - m. Inclement weather days per Section 00 71 00 (General Conditions).
 - n. A clearly highlighted critical path.
 - o. Calendar designations identifying all holidays and non-working days.
 - p. This “draft” Contract Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost loading shall be derived from the initial Schedule of Values submitted by the Contractor. Once an accepted Contract Schedule has been achieved, the costs reflected therein will be the official Schedule of Values for the project and utilized for payment application.
 - q. N/A.
- B. Baseline Contract Schedule:
 1. N/A
 2. N/A
 3. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
 4. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project shall not excuse Contractor from completing all work required within the time for completion, notwithstanding District's acceptance of the Initial Contract Schedule.
 5. No more than 20% of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten (10) days.
 6. The schedule shall indicate the sequence and interdependency of all work activities. All activities shall be linked by finish-to-start (FS) relationships only. No other relationships shall be permitted without the prior written permission of the District. Constraints on activities shall be kept to a minimum and subject to the written permission of the District.
 7. N/A
 8. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.

9. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either District or Contractor. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rest with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date. Document the effect on the updated Contract Schedule whenever float has been used.
 10. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
 11. Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both District and Contractor.
 12. Include a critical path activity titled "Remaining Inclement Weather Days" on the Initial Contract Schedule. This activity shall have an initial duration of the number of days indicated in Section 00 71 00 (General Conditions), paragraph 14.D.2.
 13. The Baseline Schedule shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of the District, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.
- C. Baseline Schedule Updating and Progress Payments:
1. N/A Contractor shall meet with District weekly to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule as needed and submit it to District.
 2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and District during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral contractor changes to logic or activities shall not be allowed.
 3. Prior to submission of the payment application, the Contractor shall submit to the District a report generated from the approved schedule that reflects the percent of completion by activity. The Contractor and the District shall walk the project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon the Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application.
 4. Acceptance of the updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.
- D. Reports:
1. The Initial Schedule submittal shall include the following:
 - A. N/A
 - B. N/A
 - C. N/A
 - D. N/A
 - E. N/A.
 - F. Submittal Schedule:
 1. Contractor, within ten (10) days after Notice to Proceed, shall prepare and submit to District for approval a comprehensive Submittal Schedule which shall be maintained in the Contract Schedule. Contractor shall identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing shop drawings and product data or literature separately. Contractor shall indicate for each submittal item on the Submittal Schedule:
 - a. The date by which that item will be submitted to District.
 - b. Whether the submittal is for review, substitution, or for record only.
 - c. The date by which response by District is required.
 - d. The date by which the material or equipment must be on the Site in order not to delay the progress of the Work.

- G. N/A
- 2. N/A
 - A. N/A
 - B. N/A
 - C. N/A
 - D. N/A
- 3. Submittal of the reports and schedule updates by Contractor are required regardless of the approval status of the Contract Baseline Schedule or any revision to the Baseline Schedule.

1.7 RESPONSIBILITY FOR COMPLETION

- A. Contractor agrees that at the sole judgment of District, whenever it becomes apparent from the current Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by District, at no additional cost to District:
 - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of District, the backlog of work. Also, increase material, equipment and other items as required.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of District, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Document.
 - 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities. Nothing here in will limit any other District rights under the Contract Documents, including without limitation those under Section 00 71 00, paragraph 11.D.3.

1.8 ADJUSTMENT OF TIMES FOR COMPLETION

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

1.9 FINAL AS-BUILT SCHEDULE

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 32 19

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Description of general requirements for Submittals for the Work:
 - a. Procedures
 - b. Schedule of Submittals
 - c. Safety Program
 - d. Progress Schedules
 - e. Not Used
 - f. Not Used
 - g. Product Data
 - h. Vibration Control Drawings and Calculations
 - i. Shop Drawings
 - j. Samples
 - k. Installation, Operations and Maintenance Manuals
 - l. Quality Assurance Control Submittals
 - m. Environmental Impact Mitigation Plan Documents
 - n. Project Record Documents
 - o. Delay of Submittals

1.2 OPTIONAL REVIEW MEETING PROCEDURES

- A. Submit at Contractor’s expense, the following items (“Submittals”) required by the Contract Documents:
 - 1. Schedule of Submittals
 - 2. Safety Program
 - 3. Progress Schedules
 - 4. Product Data
 - 5. Material Safety Data Sheets
 - 6. Vibration Control Drawings and Calculations
 - 7. Shop Drawings
 - 8. Samples
 - 9. Installation, Operation, and Maintenance Manuals
 - 10. Quality Assurance Control Data
 - 11. Environmental Impact Mitigation Documents
 - 12. Computer Programs
 - 13. Project Record Documents
 - 14. Storm Water Pollution Prevention Plan
 - 15. Seismic Submittal Review Forms, where specified in Divisions 2 through 60.
- B. Submit these Submittals to District for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon prior to, then all Shop Drawing, Samples, and product data Submittals shall be submitted within **30 Days** after receipt of Notice to Proceed with Construction from District. In all instances, District may require Contractor to submit any or all Submittals directly to Architect/Engineer for review.
- C. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01 32 19 as Exhibits A and B). For project on which an electronic web-based Project Management System is used, per Section 01 31 23 Web Based Project Management System, Contractor shall use the system’s similar electronic forms and formats for Submittal transmissions. Identify Project, Contractor, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer’s standard drawings or data sheets are used, they shall be marked clearly to show those

portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section. Submittals containing information about more than one Specification Section will be returned for re-submittal. Submittals shall include all information requested by each Specification Section. **(No partial Submittals.)** Incomplete Submittals will be returned and not reviewed by District.

- D. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show District the materials and equipment Contractor proposes to provide and to enable District to review the information for the limited purposes specified in this Section 01 32 19. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as District may require to enable District to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Sections or this Section 01 32 19.
- E. At the time of each submission, give District specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to District for review and approval of each such variation. If District accepts deviation, District will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.
- F. Submittal coordination and verification is responsibility of Contractor; 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 Contractor's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- G. Contractor's submission to District of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of Section 01 32 19, with respect to Contractor's review and approval of that Submittal.
- H. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.
- I. After review by District or Architect/Engineer or other consultant designated by District, of each of Contractor's Submittals, one set of material will be returned to Contractor with actions defined as follows:
 - 1. NO COMMENT - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
 - 2. SEE COMMENTS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Design-Build Entity.
 - 3. SEE COMMENTS, REVISE AS NOTED AND RESUBMIT - District identified major inconsistencies or errors that shall be resolved or corrected by Design-Build Entity prior to subsequent review by District.
 - 4. SUBMITTAL DOES NOT MEET CONTRACT REQUIREMENTS - RESUBMIT - Submitted material does not conform to Contract Documents in major respect, e.g.,: wrong size, model, capacity, or material.
- J. Make a complete and acceptable Submittal at least by second submission. District reserves the right to deduct monies from payments due Contractor to cover District and Architect/Engineer's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first re-submittal, following a Submittal which District determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above. Deductions will be calculated in accordance with Section 1.2.T of this specification 01 32 19.
- K. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from District's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor 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 Contractor proposes to furnish shall not relieve Contractor 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 Contractor 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 Contractor using, upon Contractor's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

- L. District's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and comment on a separate item as such will not indicate approval of the assembly in which the item functions.
- M. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.
- N. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.
- O. After District's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
 - 1. Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal. Do not extrapolate from Submittals covering similar work.
 - 2. Normally, Submittals will be processed and returned to Contractor within twenty-one (21) Days of receipt.
- P. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- Q. All Submittals shall be **number-identified** by Contractor, prior to submission to District, in accordance with the following:
 - 1. Sequentially number each Submittal by Specification Section (i.e., "1-2", "2-2", "3-2", etc.) as the basis for number identification of Submittals.
 - 2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
 - 3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
 - 4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a re-submittal of Submittal 1-2 would be numbered 1A-2). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
 - 5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by District. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.
- R. Submission Requirements:
 - 1. Deliver Submittals to District giving sufficient time for more than one review, but in no case less than thirty (30) Days before dates reviewed Submittals will be needed.
 - 2. Initial Submittal of Installation, Operation and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation and Maintenance Manual is satisfactorily reviewed.
 - 3. The following table lists the number of initial Submittals required from Contractor for each type of submission, to whom Contractor shall distribute the information, and District's distribution of reviewed submissions. If Contractor 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	Contractor Initial Submittal		District Submittal Review Return	
	# of Electronic files	# of Hard Copies/ Prints/ Samples	# of Electronic files	# of Hard Copies/ Prints/ Samples
Schedule of Submittals	1	2	1	0
Safety Program	1	0	0	0
Progress Schedules	1	2	1	0
Product Data	1	2	1	0
Materials Safety Data Sheets	1	1	1	0
Vibration Control Drawings & Calculations	1	2	1	0
Shop Drawings	1	2	1	0
Samples	0	2	0	1
Installation, Operation, and Maintenance Manuals	1	2	1	0
Quality Assurance Control Submittals	1	0	1	0
Computer Programs	1	0	0	0
Environmental Impact Mitigation Documents	1	0	1	0
Project Record Documents	1	2	1	0
Other Documents	1	2	1	0

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

- a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.
- T. Number of resubmissions:
 - 1. One reexamination of Contractor's Submittals that have been returned for correction or replacement will be included in District's budget. **Any additional re-examination of Contractor's Submittals will be considered additional scope services to be paid by Contractor through District. Contractor 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 00 71 00 (General Conditions) and in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Schedule of Submittals will be used by District to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.
- C. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.
- D. Schedule of Submittals will be reviewed by District and shall be revised and resubmitted until accepted by District.

1.4 SAFETY PROGRAM

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

1.5 PROGRESS SCHEDULE

- A. See Section 01 32 16 (Progress Schedules and Reports) for schedule and report requirements. Section 01 32 16 shall control in any conflict with Section 01 32 19.
- B. Submit in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19, at each of the following times:
 - 1. Initial Progress Schedule as set forth in Section 01 32 16.
 - 2. Original Schedule as set forth in Section 01 32 16.
 - 3. Adjustments to the Schedule as required.
 - 4. Schedule updates monthly, as required.
- C. Submit one electronic copy, in Adobe .pdf, of the reports listed in Section 01 32 16 (Progress Schedules and Reports) with:
 - 1. Initial Schedule
 - 2. Original Schedule
 - 3. Each monthly Schedule update
- D. Progress Schedules and Reports shall be submitted on CD Roms or other electronic media, **using software described in paragraph 1.4.A of Section 01 32 16** (in addition to hard copies specified in this paragraph 1.2.R.3. Electronic files shall be complete copies, including all programs and electronic coding

1.6 NOT USED

1.7 NOT USED

1.8 PRODUCT DATA

- A. Submit Product Data in quantities and format as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Ten Days prior to design phase system confirmation meeting(s), submit the complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- D. Product or Catalog Data:
 - 1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
 - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
 - a. Mark each copy to identify pertinent materials, products, or models.
 - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
 - c. Include applicable MSDS.
- E. Supplemental Data:
 - 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- F. Provide final Project Record Data as described in Section 01 78 39 (Project Record Documents).

1.9 VIBRATION CONTROL DRAWINGS AND CALCULATIONS

- A. Submit Vibration Control Drawings and Calculations in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Shop Drawings: Submit Shop Drawings showing isolator types and sizes, locations with static and dynamic load on each location, and installation details, including recording and alarm device wiring and control diagrams where required.
- C. Product Data: Submit manufacturer's product data and certificates of compliance for each type of vibration control product provided.
- D. Maintenance Data: Submit maintenance data for each type of vibration control product, and include in maintenance manual specified in 1.6 (Installation, Operations and Maintenance Manuals) of Section 01 78 39 (Project Record Documents).
- E. Seismic Calculations: Submit seismic calculations on all equipment, ductwork and piping restraints, anchors and supports. Calculations shall be prepared by Civil or Structural Engineer of Record.
- F. Measured Equipment Deflections: Upon completion of vibration control work, prepare a report showing measured device deflections for each major item of equipment indicated.

1.10 SHOP DRAWINGS

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

1.11 SAMPLES

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit full range of manufacturers' standard colors, textures, and patterns for District's selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- D. Include identification on each sample, giving full information.
- E. Sizes: Unless otherwise specified, provide the following:
 - 1. Paint Chips: Manufacturers' standard
 - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square

3. Linear Products: Minimum 6 inches, maximum 12 inches long
 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- F. Full size samples may be used in Work upon approval by District.
- G. Field Samples and Mock-ups (if applicable):
1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by District.
 3. Approved field samples and mock-ups may be used in Work upon approval by District.
 4. Construct or prepare as many additional Samples as may be required, as directed by the District, until desired textures, finishes, and/or colors are obtained.
 5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- I. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

1.12 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS

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

1.13 QUALITY ASSURANCE CONTROL SUBMITTALS

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Test Reports:
1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Reports may be from recent or previous tests on material or product, but shall be acceptable to District. Comply with requirements of each individual Specification Section.
- C. Certificates:
1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 3. Certificates may be recent or from previous test results on material or product, but shall be acceptable to District.
- D. Manufacturers' Instructions:
1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 2. Identify conflicts between manufacturers' instructions and Contract Documents.
- E. Material Safety Data Sheets:
1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
 2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

1.14 COMPUTER PROGRAMS

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

1.15 ENVIRONMENTAL IMPACT MITIGATION PLAN DOCUMENTS

- A. Submit Project Record Documents in quantities as required by paragraph 1.2.R.3 of this Section 01 32 19.
- B. Submit Noise Control Plan, Spill Prevention, Control and Countermeasure Program, Site Safety Plan, Hazardous Materials Program, Dust Control Plan, Erosion Control Plan, Cultural Resources Protection Plan, Traffic Control Plan, Tree Protection Plan, and Migratory Bird Protection Plan (if applicable) as listed in Section 01 35 00 Special Procedures.

1.16 PROJECT RECORD DOCUMENTS

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

1.17 DELAY OF SUBMITTALS

- A. Delay of Submittals by Contractor is considered avoidable delay.

1.18 OPTIONAL REVIEW MEETING

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

Submittal Transmittal Form

EXHIBIT A SUBMITTAL TRANSMITTAL NO. _____

Project Name: CAN/CSM Theater House Lighting Retrofit Project		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 <ol style="list-style-type: none"> 1. Not enough information for review 2. No reproducibles submitted 3. Copies illegible 4. Not enough copies submitted 5. Wrong sequence number 6. Wrong re-submittal number 7. Wrong Specification section number 8. Wrong form used 9. See comments | E – District’s review not required <ol style="list-style-type: none"> 1. Submittal not required 2. Supplemental information. Submittal retained for informational purposed only 3. Information reviewed and approved on prior Submittal 4. See comments |
|---|---|

Comments _____

Distribution: Contractor File IOR District CM Other

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

Project Name: CAN/CSM Theater House Lighting Retrofit Project		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– this manual Submittal is deficient in the following area:</p> <ol style="list-style-type: none"> 1. Equipment record sheets 2. Functional description 3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions 4. Operating instructions | <p>D – (continued)</p> <ol style="list-style-type: none"> 5. Lubrication and maintenance instructions 6. Troubleshooting guide 7. Parts list and ordering instructions 8. Organization (indexing and tabbing) 9. Wiring diagrams and schematics specific to installation 10. Outline, cross section, and assembly diagrams 11. Test data and performance curves 12. Tag or equipment identification numbers 13. See comments |
|---|---|

Comments

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

SECTION 01 35 00 A

SPECIAL PROCEDURES (CAÑADA COLLEGE)**PART 1 GENERAL****1.1 Summary**

- A. In compliance with CEQA requirements, the District conducted an Initial Study to ascertain whether the project might have a significant effect on the environment. The Initial Study identified potentially significant impacts on the environment. However, all potential impacts of the proposed project can be avoided or reduced to a less-than-significant level with implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures.
- B. Section Includes:
 - 1. Noise Control Plan
 - 2. Spill Prevention, Control and Countermeasure Program
 - 3. Site Safety Plan (Soil and Groundwater Management Plan)
 - 4. Hazardous Materials Program
 - 5. Dust Control Plan
 - 6. Erosion Control Plan
 - 7. Cultural Resources Protection Plan
 - 8. Traffic Control Plan
 - 9. Tree Protection Plan

1.2 Definitions**1.3 Submittals**

- A. See Section 01 32 19 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Hazardous waste manifests "if applicable."
- D. Non-hazardous waste manifests "if applicable."
- E. Facility weight tickets "if applicable."
- F. Spill Prevention, Control, and Countermeasure Program.

1.4 Noise Control Plan

- A. Implement the following noise-control measures to reduce and control noise generated from construction, demolition, and renovation-related activities.
 - 1. Restrict noise-producing construction activities to between 7:00 a.m. and 7:00 p.m. on weekdays. If construction is scheduled for Saturdays or Sundays to avoid disrupting college operations, restrict noise-producing construction activities to 9:00 a.m. and 5:00 p.m. Construction on Sundays will be avoided if possible, and there will be no construction on public holidays. When activities must occur outside the hours specified above, conform with notification requirements of Section 01 10 00 (Summary of Work), Paragraph 1.7.C, and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
 - 2. Construction equipment shall have appropriate mufflers, intake silencers, and noise-control features, and shall be properly maintained and equipped with exhaust mufflers that meet State standards.
 - 3. Vehicles and other gas- or diesel-powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
 - 4. Post a sign at the construction site giving the name and telephone number or e-mail address of the District's Representative whom the public should contact with any noise complaints. If necessary due to complaints, provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

1.5 Spill Prevention, Control and Countermeasure Program

- A. Prepare and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.
- C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following.
 - 1. Violates applicable water quality standards.
 - 2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
 - 3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
- D. If a spill is reportable, notify the District's Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
 - 1. A written description of reportable releases must be submitted to the District's Representative and to the San Francisco Bay RWQCB. This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred, and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
 - 2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards, and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
 - 3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.

1.6 Site Safety Plan (Soil and Groundwater Management Plan)

- A. Prior to excavation, prepare and submit a Site Safety Plan (Soil and Groundwater Management Plan) to protect people from known or previously undiscovered soil and groundwater contamination during construction activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. The Site Safety Plan (Soil and Groundwater Management Plan) shall, at a minimum, include the following:
 - 1. All construction activities involving work in proximity to potentially contaminated soils and/or groundwater shall be undertaken in accordance with California Occupational Safety and Health Administration (Cal-OSHA) standards, contained in Title 8 of the CCR.
 - 2. Establish soil and groundwater mitigation and control specifications for construction activities, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel.
 - 3. Procedures for managing soils and groundwater removed from the site to ensure that any excavated soils and/or dewatered groundwater with contaminants are stored, managed, and disposed in accordance with applicable regulations.

1.7 Hazardous Materials Program

- A. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
- B. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by District in accordance with Section 00 71 00 (General Conditions), and Section 01 32 16 (Progress Schedules and Reports). Contractor may not be entitled to damages or additional payment due to such delay. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project;

developing “work around” plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

C. Subsurface Hazardous Materials

1. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
 - a. Contractor's personnel shall be alert for and immediately report to District's Representative any detectable chemical odors, unusual debris, or discolored soil.
 - b. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
 - c. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
 - d. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
 - e. Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.
 - f. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Contractor.
 - g. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

D. Hazardous Building Materials

1. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR).
2. During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1.
3. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following.
 - a. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility, or any demolition occurs at a regulated facility.
 - b. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.
 - c. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulations apply in most cases.

- E. Naturally Occurring Asbestos
1. To protect construction workers and members of the public from exposure to known areas of naturally-occurring asbestos (NOA), all ground disturbing activities will be undertaken in accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein. Per section 93105(b) of the ATCM, these criteria are as follows:
 - a. The area to be disturbed is located in a geographic ultramafic rock unit; or
 - b. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the owner / operator, or the Air Pollution Control Officer (APCO); or
 - c. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.
 2. For construction projects that disturb areas of 1 acre or less, implement standard dust mitigation measures before construction begins, and maintain each measure throughout the duration of the construction project. The following additional measures will be implemented in accordance with Section 93105 (e)(1) of the ATCM and will be undertaken in concurrence with the dust control measures identified in Paragraph 1.8 Dust Control Measures and Paragraph 1.9 Erosion Control Measures.
 - a. Equipment used during excavation, grading, and construction activities will be washed down before moving from the property onto a paved public road.
 - b. Any visible track-out on the paved public road will be cleaned using wet sweeping or a high-efficiency particulate air (HEPA) filter equipped vacuum device within twenty-four hours.
 3. For construction projects that disturb areas greater than 1 acre in size, submit an asbestos dust mitigation plan to the Bay Area Air Quality Management District (BAAQMD) for review and approval, in accordance with Section 93105(2)(A) of the ATCM, before the start of any construction or grading activity. The provisions of the dust mitigation plan will be implemented before construction begins, and will be maintained throughout the duration of the construction or grading activity. The asbestos dust mitigation plan will address the following:
 - a. Prevention of dust emissions offsite;
 - b. Control of dust for disturbed areas and storage piles;
 - c. Traffic control for on-site unpaved areas;
 - d. Control for earthmoving activities;
 - e. Track-out prevention;
 - f. Control for off-site transport;
 - g. Post-construction stabilization of disturbed areas;
 - h. Air monitoring for asbestos (if required by the APCO).

1.8 Dust Control Plan

- A. Implement dust control measures to protect air quality during construction. To control dust emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):
1. Water all active construction areas at least twice daily.
 2. Cover all trucks hauling soil, sand, and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
 3. Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
 4. Sweep streets daily (with water sweepers) if visible soil material has been carried onto adjacent public streets.
 5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
 6. Limit speed of vehicles to 15 miles per hour or less at construction sites.

1.9 Erosion Control Plan

- A. Implement erosion control measures to protect water quality during construction.

1. Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more) that could contribute sediment to waterways.
2. Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways.
3. Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
4. Prohibit the placement of earth or organic material where it may be directly carried into a stream, marsh, slough, lagoon, or body of standing water.
5. Prohibit the following types of materials from being rinsed or washed into streets, shoulder areas, or gutters: concrete, solvents and adhesives, fuels, dirt, gasoline, asphalt, and concrete saw slurry.
6. Conduct dewatering activities according to the provisions of the SWPPP. Prohibit placement of dewatered materials in local water bodies or in storm drains leading to such bodies without implementation of proper construction water quality control measures.
7. There is an ephemeral drainage located at the Cañada Road entrance to the College, west of the entrance road. Avoid riparian vegetation along this ephemeral drainage. This drainage and the riparian woodland on its banks will be fenced to prevent accidental disturbance associated with construction activities. The fencing will be commercial-quality woven polypropylene, orange in color, and at least 4 feet high (Tensor Polygrid or equivalent). The fencing will be tightly strung on posts with maximum 10-foot spacing. Temporary fencing around the drainage will be installed as the first order of work. Temporary fencing will be furnished, constructed, maintained, and removed as shown on the plans, as specified in the special provisions, and as directed by the project engineer. Before construction, the construction contractor will work with the project engineer and a resource specialist to identify the location of the ephemeral drainage and place stakes around the sensitive resource sites to indicate these locations. The drainage will be designated an “environmentally sensitive area” and clearly identified on the construction specifications. The fencing will be installed before construction activities are initiated and will be maintained throughout the construction period.
 - a. The Contractor’s attention is directed to the ephemeral drainage designated as an “environmentally sensitive area”. These areas are protected, and no entry by the Contractor will be allowed unless specifically authorized in writing by VTA. The Contractor will take measures to ensure that the Contractor’s forces, do not enter or disturb these areas, including giving written notice to employees and subcontractors.

1.10 Cultural Resources Protection Plan

- A. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, or human bone or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District’s Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District’s Representative to evaluate the nature and significance of the find, and implement appropriate management procedures.
- B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District’s Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.
- C. If human remains of Native American origin are discovered during project construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code [PRC] Section 5097). Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains:
 1. until the San Mateo County Coroner has been informed and has determined that no investigation of the cause of death is required;
 2. if the remains are of Native American origin
 - a. the descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or

disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98; or

- b. the NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.
- D. Contractor may be entitled to an increase in Contract Sum and Contract Time due to conditions described in this paragraph 1.4 of this Section 01 35 00. The Contractor shall take all measures to avoid and/or mitigate delays due to Cultural Resource finds such as; avoiding the area of the find and proceeding with other work on the project; developing “work around” plans; and documenting its best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

1.11 Traffic Control Plan

- A. Develop and implement a traffic control plan to minimize the effects of construction traffic on the surrounding residential areas, as appropriate. Submit the plan to the District for review and approval.
- B. The construction traffic control plan will include, at a minimum, the following requirements:
 1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary.
 2. Provide clearly marked bicycle detours if heavily used bicycle routes must be closed, or if bicyclist safety would be otherwise compromised.
 3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure pedestrian and bicyclist safety.
 4. Use nonskid traffic plates over open trenches to minimize hazards.
 5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists, and pedestrians.
 6. Notify and consult with emergency service providers and provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
 7. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours.
 8. Provide access for driveways and private roads outside the immediate construction zone by using steel plates or temporary backfill, as necessary.
 9. Prohibit construction worker parking in residential areas.

1.12 Tree Protection Plan

- A. Definitions
 1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
 2. Root Protection Zone (“RPZ”): The areas enclosed with tree protection fencing as designated on the drawing(s).
 3. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.
- B. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
- C. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- D. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
- E. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [\$100.00] per square inch of cross section, measured at 4 ½ feet above

ground, but not less than [\$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 35 00 B

SPECIAL PROCEDURES (COLLEGE OF SAN MATEO)**PART 1 GENERAL****1.1 Summary**

- A. In compliance with CEQA requirements, the District conducted an Initial Study to ascertain whether the project might have a significant effect on the environment. The Initial Study identified potentially significant impacts on the environment. However, all potential impacts of the proposed project can be avoided or reduced to a less-than-significant level with implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures.
- B. Section Includes:
1. Noise Control Plan
 2. Spill Prevention, Control and Countermeasure Program
 3. Site Safety Plan (Soil and Groundwater Management Plan)
 4. Hazardous Materials Program
 5. Dust Control Plan
 6. Erosion Control Plan
 7. Cultural Resources Protection Plan
 8. Traffic Control Plan
 9. Tree Protection Plan
 10. Migratory Bird Nesting Protection Plan

1.2 Definitions**1.3 Submittals**

- A. See Section 01 32 19 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Hazardous waste manifests "if applicable."
- D. Non-hazardous waste manifests "if applicable."
- E. Facility weight tickets "if applicable."
- F. Spill Prevention, Control, and Countermeasure Program.

1.4 Noise Control Plan

- A. Implement the following noise-control measures to reduce and control noise generated from construction, demolition, and renovation-related activities.
1. Restrict noise-producing construction activities to between 7:00 a.m. and 7:00 p.m. on weekdays. If construction is scheduled for Saturdays or Sundays to avoid disrupting college operations, restrict noise-producing construction activities to 9:00 a.m. and 5:00 p.m. Construction on Sundays will be avoided if possible, and there will be no construction on public holidays. When activities must occur outside the hours specified above, conform with notification requirements of Section 01 10 00 (Summary of Work), Paragraph 1.7.C, and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
 2. Construction equipment shall have appropriate mufflers, intake silencers, and noise-control features, and shall be properly maintained and equipped with exhaust mufflers that meet State standards.
 3. Vehicles and other gas- or diesel-powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
 4. Post a sign at the construction site giving the name and telephone number or e-mail address of the District's Representative whom the public should contact with any noise complaints. If necessary due to complaints, provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

1.5 Spill Prevention, Control and Countermeasure Program

- A. Prepare and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.
- C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following.
 - 1. Violates applicable water quality standards.
 - 2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
 - 3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
- D. If a spill is reportable, notify the District's Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
 - 1. A written description of reportable releases must be submitted to the District's Representative and to the San Francisco Bay RWQCB. This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred, and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
 - 2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards, and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
 - 3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.

1.6 Site Safety Plan (Soil and Groundwater Management Plan)

- A. Prior to excavation, prepare and submit a Site Safety Plan (Soil and Groundwater Management Plan) to protect people from known or previously undiscovered soil and groundwater contamination during construction activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. The Site Safety Plan (Soil and Groundwater Management Plan) shall, at a minimum, include the following:
 - 1. All construction activities involving work in proximity to potentially contaminated soils and/or groundwater shall be undertaken in accordance with California Occupational Safety and Health Administration (Cal-OSHA) standards, contained in Title 8 of the CCR.
 - 2. Establish soil and groundwater mitigation and control specifications for construction activities, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel.
 - 3. Procedures for managing soils and groundwater removed from the site to ensure that any excavated soils and/or dewatered groundwater with contaminants are stored, managed, and disposed in accordance with applicable regulations.

1.7 Hazardous Materials Program

- A. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR, Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
- B. Should the discovery of contaminants cause delay to Contractor's operations, extension of Contract Time will be granted by District in accordance with Section 00 71 00 (General Conditions), and Section 01 32 16 (Progress Schedules and Reports). Contractor may not be entitled to damages or additional payment due to such delay. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project;

developing “work around” plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

C. Subsurface Hazardous Materials

1. If Contractor encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
 - a. Contractor's personnel shall be alert for and immediately report to District's Representative any detectable chemical odors, unusual debris, or discolored soil.
 - b. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
 - c. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
 - d. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
 - e. Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.
 - f. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Contractor.
 - g. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

D. Hazardous Building Materials

1. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR).
2. During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1.
3. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following.
 - a. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility, or any demolition occurs at a regulated facility.
 - b. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.
 - c. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulations apply in most cases.

E. Naturally Occurring Asbestos

1. To protect construction workers and members of the public from exposure to known areas of naturally-occurring asbestos (NOA), all ground disturbing activities will be undertaken in accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying, and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein. Per section 93105(b) of the ATCM, these criteria are as follows:
 - a. The area to be disturbed is located in a geographic ultramafic rock unit; or
 - b. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the owner / operator, or the Air Pollution Control Officer (APCO); or
 - c. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.
2. For construction projects that disturb areas of 1 acre or less, implement standard dust mitigation measures before construction begins, and maintain each measure throughout the duration of the construction project. The following additional measures will be implemented in accordance with Section 93105 (e)(1) of the ATCM and will be undertaken in concurrence with the dust control measures identified in Paragraph 1.8 Dust Control Measures and Paragraph 1.9 Erosion Control Measures.
 - a. Equipment used during excavation, grading, and construction activities will be washed down before moving from the property onto a paved public road.
 - b. Any visible track-out on the paved public road will be cleaned using wet sweeping or a high-efficiency particulate air (HEPA) filter equipped vacuum device within twenty-four hours.
3. For construction projects that disturb areas greater than 1acre in size, submit an asbestos dust mitigation plan to the Bay Area Air Quality Management District (BAAQMD) for review and approval, in accordance with Section 93105(2)(A) of the ATCM, before the start of any construction or grading activity. The provisions of the dust mitigation plan will be implemented before construction begins, and will be maintained throughout the duration of the construction or grading activity. The asbestos dust mitigation plan will address the following:
 - a. Prevention of dust emissions offsite;
 - b. Control of dust for disturbed areas and storage piles;
 - c. Traffic control for on-site unpaved areas;
 - d. Control for earthmoving activities;
 - e. Track-out prevention;
 - f. Control for off-site transport;
 - g. Post-construction stabilization of disturbed areas;
 - h. Air monitoring for asbestos (if required by the APCO).

1.8 Dust Control Plan

- A. Implement dust control measures to protect air quality during construction. To control dust emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):
 1. Water all active construction areas at least twice daily.
 2. Cover all trucks hauling soil, sand, and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
 3. Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
 4. Sweep streets daily (with water sweepers) if visible soil material has been carried onto adjacent public streets.
 5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
 6. Limit speed of vehicles to 15 miles per hour or less at construction sites.

1.9 Erosion Control Plan

- A. Implement erosion control measures to protect water quality during construction.
 1. Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more) that could contribute sediment to waterways.

2. Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways.
3. Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
4. Prohibit the placement of earth or organic material where it may be directly carried into a stream, marsh, slough, lagoon, or body of standing water.
5. Prohibit the following types of materials from being rinsed or washed into streets, shoulder areas, or gutters: concrete, solvents and adhesives, fuels, dirt, gasoline, asphalt, and concrete saw slurry.
6. Conduct dewatering activities according to the provisions of the Storm Water Pollution Prevention Plan (SWPPP). Prohibit placement of dewatered materials in local water bodies or in storm drains leading to such bodies without implementation of proper construction water quality control measures.

1.10 Cultural Resources Protection Plan

- A. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations, or human bone or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District's Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District's Representative to evaluate the nature and significance of the find, and implement appropriate management procedures.
- B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District's Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.
- C. If human remains of Native American origin are discovered during project construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code [PRC] Section 5097). Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains:
 1. until the San Mateo County Coroner has been informed and has determined that no investigation of the cause of death is required;
 2. if the remains are of Native American origin
 - a. the descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98; or
 - b. the NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.
- D. Contractor may be entitled to an increase in Contract Sum and Contract Time due to conditions described in this paragraph 1.4 of this Section 01 35 00. The Contractor shall take all measures to avoid and/or mitigate delays due to Cultural Resource finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting its best efforts to avoid and/or mitigate delays. See Section 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

1.11 Traffic Control Plan

- A. Develop and implement a traffic control plan to minimize the effects of construction traffic on the surrounding residential areas, as appropriate. Submit the plan to the District for review and approval.
- B. The construction traffic control plan will include, at a minimum, the following requirements:
 1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary.
 2. Provide clearly marked bicycle detours if heavily used bicycle routes must be closed, or if bicyclist safety would be otherwise compromised.
 3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure pedestrian and bicyclist safety.

4. Use nonskid traffic plates over open trenches to minimize hazards.
5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists, and pedestrians.
6. Notify and consult with emergency service providers and provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
7. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours.
8. Provide access for driveways and private roads outside the immediate construction zone by using steel plates or temporary backfill, as necessary.
9. Prohibit construction worker parking in residential areas.

1.12 Tree Protection Plan

A. Definitions

1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
 2. Root Protection Zone ("RPZ"): The areas enclosed with tree protection fencing as designated on the drawing(s).
 3. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.
- B. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
- C. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- D. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
- E. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [\$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [\$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

1.13 Migratory Bird Nesting Protection Plan

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

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 REFERENCES TO REGULATORY REQUIREMENTS

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

1.3 CODES

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

1.4 LAWS, ORDINANCES, RULES, AND REGULATIONS

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

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

1.5 CONFLICTS

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

1.6 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

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

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

1.7 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 42 00

REFERENCES AND DEFINITIONS**PART 1 GENERAL****1.1 SUMMARY**

- A. Section Includes: Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
- B. Full titles are given in this Section for standards cited in other Sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor 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 Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor 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, Contractor shall report it in writing at once to Inspector, with copies to District's Representative and Architect/Engineer, and Contractor 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, Architect/Engineer or Contractor, 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, Engineer, 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 Bids, 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 Bids.
 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 Contractor 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
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 Bids, which clarify, correct, or change the bidding requirements or the Contract Documents.
2. Agreement (Section 00 52 00): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between District and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
3. Alternate: Work added to or deducted from the Base Bid, if accepted by District.
4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor 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 District in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to District. When Architect/Engineer is referred to within the Contract Documents and no Architect/Engineer has in fact been designated, then the matter shall be referred to the District. The term

- Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of District, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of District, Architect/Engineer is the beneficiary of all Contractor 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.
 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 00 01 00 [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 Contractor 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 Contractor, 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 Section 00 73 00 (Supplementary Conditions – Hazardous Materials) (if included)
 20. Construction Manager: See Section 00 52 00 (Agreement) (if this term is used).
 21. 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 Section 00 71 00.
 - b. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, including Section 00 73 00 and Section 0073 05 (if included).
 22. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Section 00 52 00 (Agreement), plus all changes, addenda, and modifications thereto.
 23. Contract Modification: Either:
 - a. a written amendment to Contract signed by Contractor and District; or
 - b. a Change Order; or
 - c. a Construction Change Directive (CCD); or

24. **Contract Sum:** The sum stated in the Agreement and, including authorized adjustments, the total amount payable by District to Contractor 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.
25. **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.
26. **Contractor:** 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 "Contractor" means the Contractor or its authorized representative.
27. **Contractor's Employees:** Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
28. **Day:** One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
29. **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.
30. **District:** The San Mateo County Community College District.
31. **District-Furnished, Contractor-Installed:** Items furnished by District at its cost for installation by Contractor at its cost under Contract Documents.
32. **District's Representative(s):** See Section 00 52 00 (Agreement).
33. **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.
34. **Equal:** Equal in opinion of District. Burden of proof of equality is responsibility of Contractor.
35. **Exposed:** Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
36. **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 Contractor.
 - c. All Project Record Documents having been submitted by Contractor, reviewed by District and accepted by District.
 - d. All punch list work, as directed by District, having been completed by Contractor.
 - e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of District.
37. **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.
38. **Furnish:** Supply only, do not install.
39. **Indicated:** Shown or noted on the Drawings.
40. **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 Architect/Engineer, 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.
41. **Install:** Install or apply only, do not furnish.

42. 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.
43. 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
44. 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.
45. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
46. Modification: Same as Contract Modification.
47. Not in Contract: Work that is outside the Scope of Work to be performed by Contractor under Contract Documents.
48. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
49. Off Site: Not on Property Owned by the District.
50. 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.
51. PCBs: Polychlorinated byphenyls.
52. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Section 00 52 00 (Agreement) or 01 10 00 (Summary).
53. 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.
54. Progress Report: A periodic report submitted by Contractor to District with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Section 01 32 16 (Progress Schedules and Reports) and Section 00 71 00 (General Conditions).
55. Project: Total construction of which Work performed under Contract Documents may be whole or part.
56. Project Float: As defined in Section 01 32 16 (Progress Schedules and Reports), paragraph 1.06.B.9.
57. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications.
58. Project Record Documents: All Project deliverables required under various Sections, including without limitation, as-built drawings, operations and maintenance manuals, Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
59. Provide: Furnish and install.
60. Request for Information (“RFI”): A document prepared by Contractor requesting information regarding the Project or Contract Documents as provided in Section 01 26 00 (Modification Procedures). The RFI system is also a means for District to submit Contract Document clarifications or supplements to Contractor.
61. Request for Proposals (“RFP”): A document issued by District to Contractor whereby District may initiate changes in the Work or Contract Time as provided in Contract Documents. See Section 01 26 00 (Modification Procedures).
62. Request for Substitution (“RFS”): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Section 01 60 00 (Product Requirements).
63. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by District that clarifies or supplements Contract Documents, and with which Contractor 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.
64. Samples: Physical examples of materials, equipment, or workmanship, including Mock Ups, that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

65. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
 66. Shown: As indicated on Drawings.
 67. Site: The particular geographical location of Work performed pursuant to Contract Documents.
 68. Spare Parts: Includes all spare parts, attic stock, required additional materials in excess of what is incorporated into the facility such as paint, carpet, tile, flooring, etc.
 69. Specifications: The written portion of the Contract 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.
 70. Specified: As written in Specifications.
 71. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and 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.
 72. 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.
 73. Supplemental Instruction: A written directive from District to Contractor 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 Section 01 26 00 (Modification Procedures).
 74. Technical Specifications: Specification Divisions 2 through 48 of the Contract Documents.
 75. Title 24: Title 24, California Code of Regulations.
 76. 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.
 77. 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.
 78. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Section 00 52 00 (Agreement) or Section 01 10 0 (Summary of Work).
 79. 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.
 80. 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 Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.
- B. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of District is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of District. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by District.

- C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 45 23

TESTING AND INSPECTION

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 CONTRACTOR’S QUALITY CONTROL

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

1.3 QUALITY OF THE WORK

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

5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by District's Consultants: Periodic and occasional observations of Work in progress will be made by District and District's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by District and District's consultants shall in any manner relieve Contractor of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. District's Acceptance and Rejection of Work: District reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Contract Adjustment for Defective Work: Should District determine that it is not feasible or in District's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District and Design-Build Entity, and documented in the form of a contract change order. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 00 71 00 (General Conditions).
- L. Non-Responsibility for Defective Work: District and District's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- M. Responsibility for Defective Work: Contractor shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Contractor and District and re-Work, and extra time and costs of all types. Contractor waives excuses for defective work relating to District's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

1.4 INSPECTIONS AND TESTS BY GOVERNING AUTHORITIES

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

1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES

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

1.6 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

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

1.7 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

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

- C. Notify District and Inspector in writing (and, if provided, on inspection request form provided by District) and, if directed by District, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 72 hours before the requested inspection date.
- D. Pay for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
 - 1. Contractor’s failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 - 2. Changes in sources, lots, or suppliers of products after original tests or inspections.
 - 3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
 - 4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
 - 5. Contractor submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- E. Tests and special inspections to be paid by District may, where required, include the following: [PM ask A/E to update this section; also, add DSA T&I form to Project Manual]

<u>SECTION</u>	<u>MATERIAL TESTS</u>
03 21 13	Reinforcing steel for concrete and concrete masonry
03 31 00	Concrete slump and strength
04 22 00	Masonry block strength, shrinkage and moisture content
04 22 00	Masonry grout strength
04 22 00	High strength grout strength
04 22 00	Masonry mortar strength
05 12 00	Structural steel bolting and welding
31 63 00	Pile concrete and reinforcing
31 23 33	Trench backfill
31 23 00	Building pad sub-grade and imported fill
31 63 00	Load test pile dowels

<u>SECTION</u>	<u>SPECIAL INSPECTION</u>
03 21 00	Placement of reinforcing steel for concrete and concrete masonry
03 31 00	Placement of cast-in-place concrete
04 20 00	Placement of concrete block and grout
05 12 00	Structural steel fabrication, erection, bolting and welding
07 00 00	Installation of roof membrane
04 20 00	Installation of anchor bolts, dowels embedded in concrete and masonry
To be determined	Installation of adhesive (epoxy) connections
31 63 00	Placement of pile concrete and reinforcement
31 62 00	Pile driving
31 22 00	Site grading, road and parking phase
31 23 00	Trench backfill

<u>SECTION</u>	<u>ENVIRONMENTAL TESTS</u>
To be determined	Storm water runoff sampling
TBD	Construction Noise Monitoring
TBD	Air quality monitoring within occupied spaces

- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to Division of State Architect, District’s Representative, or any other consultant District designates, Architect/Engineer, Contractor and any agency having jurisdiction (if required by Code).
 - 1. Reports shall clearly identify the following:
 - a. Date issued.
 - b. Project name and number.
 - c. Identification of product and Specifications Section in which Work is specified.

- d. Name of inspector.
 - e. Date and time of sampling or inspection.
 - f. Location in Project where sampling or inspection was conducted.
 - g. Type of inspection or test.
 - h. Date of test.
 - i. Results of tests.
 - j. Comments concerning conformance with Contract Documents and other requirements.
2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
 3. Samples taken but not tested shall be reported.
 4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
 5. When requested, testing and inspection agency shall provide interpretations of test results.
- G. Contractor Responsibilities in Inspections and Tests:
1. Unless specified otherwise, notify Inspector, District's Representative, or any other consultant District designates, Architect/Engineer and independent testing and inspection agencies 72 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Contractor's inspection request in writing (or, if District provides a specific form, on that form).
 - a. When tests or inspections cannot be performed after such notice, reimburse District for testing and inspection agency personnel and travel expenses incurred due to Contractor's negligence.
 2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
 3. Cooperate with Inspector, District's Representative, or any other consultant District designates, and District's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
 4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.
 5. Provide, at least fifteen (15) Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.

1.8 ADDITIONAL TESTING AND INSPECTION

- A. If initial tests or inspections made by the Inspector or District's Representative, or any other consultant District designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if District has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, District shall pay all costs for such tests and inspections.
 2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
 3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.
 4. Please refer to Doc 00 91 13 and Sec 26 08 08 for Testing as related to Commissioning.
 5. Please see "Field Quality Control" section under part 3 of the electrical specifications in Specification sections 26 00 00, 26 05 19, and 26 51 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01 56 00

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

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

1.2 OVERVIEW

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

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

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

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

1.3 PROTECTION

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

1.4 CONTROL OF SITE

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

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

1.5 SITE SECURITY

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

1.6 SAFETY PROGRAM

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

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

1.7 SAFETY REQUIREMENTS

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

1.8 SITE SAFETY OFFICER

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

1.9 ADDITIONAL SAFETY CONTROLS

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

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 60 00

PRODUCT REQUIREMENTS**1.1 SECTION INCLUDES**

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

1.2 PRODUCTS

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

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

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

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

1.4 PRODUCT DELIVERY REQUIREMENTS

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

- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide each campus with **5% attic stock** per installation of the following products:
 - a. ICO 27/20 6AR 45 120, DMXR, NPP16D
 - b. ICO 27/20 6AR 70 120, DMXR, NPP16D

1.5 SHIPPING REQUIREMENTS

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

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store products only in staging area per provisions of Section 01 10 00 (Summary of Work).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.
- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. 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. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in Contract Documents. These requirements also apply to any subsuppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
 - 2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
 - 3. No metalwork (miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. 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 Contractor.
 - 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, Contractor shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

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 Contractor 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 that does not damage the equipment.
11. Contractor is to complete, and if necessary develop, maintenance forms for each piece of major equipment installed and/or stored until project close out. Maintenance forms are to document the recommended preventive maintenance as specified by the manufacturer of the equipment. Each completed form shall document no more than one piece of equipment. The make, model and serial number of each piece of equipment and the date it was purchased and delivered will be noted in the top right corner of each form. Maintenance forms will be completed at least monthly, according to the manufacturers' recommendations, beginning no later than thirty (30) days from purchase/delivery of the equipment. Copies of these maintenance forms are to be submitted with each pay application, matching the date range of the pay application. At project close a complete set of original maintenance forms are to be 3-hole punched, organized chronologically by equipment make, model and serial number, and will be submitted to the District's Representative no more than thirty (30) days after the date of Substantial Completion. See Section 01 10 00 (Summary of Work) for the list of equipment to which this applies.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION

SECTION 01 74 00

CLEANING**PART 1 GENERAL****1.1 SECTION INCLUDES**

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench 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, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
 - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 3. Contractor is cautioned that the County of San Mateo and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
 - 5. The contractor shall estimate, log and submit regular reports to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Documentation requirements including the nature of materials, destination, volume and tonnage, shall be submitted as follows:
 - a. Up-to-date copies of the Waste Reporting Log (Exhibit A of this Section 01 74 00) shall be submitted with each payment application per Section 01 29 00 (Measurement and Payment) paragraph 1.7.C.8.
 - b. The Contractor shall submit a cumulative report summarizing the nature of materials, destination, volume and tonnage of materials disposed for the preceding calendar year to the District's Representative by January 31st of each year or at the end of the project as part of the contract closeout.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor 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. Contractor 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 Contractor, San Mateo County, District and any District consultant from future liability.
- G. If Contractor does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.
- H. Contractor will take care to mitigate dust during interior renovation activities through proper use of dust controls. Dust controls will include, but not be limited to: dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contract and at not additional cost to the District

1.3 FINAL CLEANING

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

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

WASTE REPORTING LOG FOLLOWS ON NEXT PAGE

SECTION 01 78 39

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

- A. Section Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up Product Data submittals
 - 5. Field records, such as photographs, for variable and concealed conditions
 - 6. Record information on Work that is recorded only schematically
 - 7. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 60.
- D. General Project closeout requirements are included in Section 01 77 00 (Contract Closeout).
- E. Maintenance of Documents and Samples:
 - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
 - 2. Do not permit Project Record Documents to be used for construction purposes.
 - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
 - 4. Make Documents and Samples available at all times for inspection by District.
- F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

1.2 PROJECT RECORD DRAWINGS

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

- n. Details not on original Contract Drawings
2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
4. Mark important additional information that was either shown schematically or omitted from original Drawings.
5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District, Inspector of Record and Architect of Record to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in AutoCAD format, of as-built Contract Drawings and Shop Drawings.
 1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" and the date prepared in a prominent location on each Drawing.
 2. Distribution: Whether or not changes and additional information were recorded, organize and bind original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets, and submit to District.
- C. In addition to requirements of this Section, comply with supplemental requirements of other Divisions 2 through 60.
 1. Divisions 22, 23, 25 and 26 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by Section 00 71 00 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
 2. Include these layout drawings as part of the Project Record Documents.

1.3 PROJECT RECORD SPECIFICATIONS

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

1.4 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

- A. Using a distinct AutoCAD layer, clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.

- B. "Cloud" all affected areas using a distinct AutoCAD layer.
- C. Submit duplicate electronic files of all drawings in Tag Image File Format (.tif).
- D. In the event that Contractor utilizes Building Information Modeling (BIM) software or an alternate computerized application to AutoCAD to design and record its design and construction services, Contractor shall submit as Project Record Documents the equivalent files, computer software, and any other relevant items, and train District personnel in its use, to allow District to receive and fully utilize the alternate method to meet the intent of the requirements of this Section 01 78 39 Project Record Documents.

1.5 PROJECT RECORD PRODUCT DATA

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

1.6 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified, ready for use and reference. Submit to the District for District's electronic records, in Adobe pdf format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
 - 1. Field records on excavations and foundations
 - 2. Field records on underground construction and similar work
 - 3. Survey showing locations and elevations of underground lines
 - 4. Invert elevations of drainage piping
 - 5. Surveys establishing building lines and levels
 - 6. Authorized measurements utilizing unit prices or allowances
 - 7. Records of plant treatment
 - 8. Ambient and substrate condition tests
 - 9. Certifications received in lieu of labels on bulk products
 - 10. Batch mixing and bulk delivery records

- 11. Testing and qualification of tradespersons
- 12. Documented qualification of installation firms
- 13. Load and performance testing
- 14. Inspections and certifications by governing authorities
- 15. Leakage and water-penetration tests
- 16. Fire resistance and flame spread test results
- 17. Final inspection and correction procedures
- 18. Final As-Built Construction Schedule

1.7 MAINTENANCE FORMS FOR MAJOR EQUIPMENT

- A. See Section 01 60 00 Product Requirements

1.8 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS

- A. The contractor shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:
 - 1. Quantity: as specified in Section 01 32 19 Submittal Procedures, Paragraph 1.2.R.3 (unless more are required by the technical specifications).
 - 2. Hard Media Format:
 - (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
 - (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
 - (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
 - (d) Binder titles: Include the following title on front and spine of binder:

CAN/CSM Theater House Lighting Retrofit Project (2014/2015)
INSTALLATION, OPERATION AND MAINTENANCE MANUAL
 - (e) Sheet Size: 8½ x 11 inch
 - (f) Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
 - (g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
 - (h) Contents
 - (1) Title page, which shall be a duplicate of front binder title
 - (2) Table of Contents
 - (3) Equipment Sections and Sub sections
 - (i) Contractor. The first page behind the equipment tab shall be the Contractor’s name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
 - (ii) Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
 - (iii) Operation and Maintenance Instructions. These shall be the written manufacturer’s data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:

1. Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
2. Installation, startup and break-in instructions.
3. All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.
 - i. Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
 - ii. Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).
 - iii. Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
 - iv. Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
4. O&M and installation instructions that were shipped with the unit.
5. Preventative and corrective maintenance, with service procedures and schedules:
 - i. Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with owner's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
 - ii. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
 - iii. Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
 - iv. Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.
 - v. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
 - vi. Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.
 - vii. Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
 - viii. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
 - ix. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram

6. Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.
 7. Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.
 8. Supply any special tools required to service or maintain the equipment.
 9. Performance data, ratings and curves.
 10. Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
 11. Any service contracts issued.
- (4) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
 - (5) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the contractor (not commissioning tests).
 - (6) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.
 - (7) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique CD-ROM.
 4. A separate manual or chapter shall be provided for each applicable system as follows:
 - (a) Chillers
 - (b) Cooling Towers
 - (c) Boilers
 - (d) Pumps
 - (e) Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
 - (f) Exhaust Fans
 - (g) Supply Air Fans (excluding Air Handling Units)
 - (h) Plumbing and Drainage Systems/Equipment
 - (i) Emergency Generator Systems
 - (j) UPS
 - (k) Fire Protection Systems
 - (l) Fire Alarm System
 - (m) Valves and Pipe Specialties (include valve identification chart)
 - (n) Variable Frequency Drives (VFD)
 - (o) Smoke Control Systems
 - (p) Water Treatment System
 - (q) Elevator Systems
 - (r) Lighting Systems and Controls (interior, exterior and airfield)
 - (s) Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
 - (t) Lightning Protection and Surge Suppression Systems

- (u) Public Address, Closed Circuit TV, Communication and Telephone Systems
- (v) Security System
- (w) Building Management/Temperature Control System (BMS)
- (x) Fuel System
- (y) Doors and Hardware.
- (z) Power monitoring systems
- (aa) HVAC, Testing Adjusting, and Balancing

1.9 COMPUTER PROGRAMS

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

1.10 DISTRICT’S RECOURSE

- A. If Contractor is not able to provide project record documents in specified formats, District and Contractor shall negotiate a credit back to the District for this work.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 RECORDING

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

3.2 SUBMITTAL

- A. At completion of Project, deliver Project Record Documents to District, per Section 01 32 19 Submittal Procedures.
- B. Accompany submittal with transmittal letter containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor’s name and address
 - 4. Number and title of each Project Record Document
 - 5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor’s authorized representative.

END OF SECTION

SECTION 01 91 13 - GENERAL COMMISSIONING REQUIREMENTS**PART 1 – GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to the Work of this Section.
- B. Specific commissioning requirements are given in the following sections of these specifications.
 - 1. “Submittal Procedures.” , “Contract Closeout.”
 - 2. 26 08 08, “Commissioning of Electrical Systems.”

1.2 SUMMARY

- A. Commissioning is a comprehensive and systematic process to verify that the building systems perform as designed to meet the Owner’s requirements. Commissioning during the construction, acceptance, and warranty phases is intended to achieve the following specific objectives:
 - 1. Verify and document that equipment is installed and started per manufacturer’s recommendations and to industry accepted minimum standards.
 - 2. Verify and document that equipment and systems receive complete operational checkout by installing Trade Contractors.
 - 3. Verify and document equipment and system performance.
 - 4. Verify the completeness of operations and maintenance materials.
 - 5. Ensure that the owner’s operating personnel are adequately trained on the operation and maintenance of building equipment.
- B. The commissioning process does not take away from or reduce the responsibility of the system designers or installing Trade Contractors to provide a finished and fully functioning product.

1.3 COORDINATION

- A. Commissioning Team. The members of the commissioning team consist of the Commissioning Provider (CP), the Owner’s Representative (PM), the General Contractor (GC or Contractor), the Design Team (A/E), the Mechanical Trade Contractor (MTC), the Electrical Trade Contractor (ETC), the Test and Balance representative (TAB), the Controls Trade Contractor (CTC), the Owner’s staff, and any other installing Trade Contractors or suppliers of equipment.
- B. Management. The Commissioning Provider is under contract with the Architect. The CP shall report commissioning process results directly to the Owner’s Representative or as directed by the Owner’s Representative.
- C. Scheduling. The CP will work with the PM to schedule commissioning activities. The GC shall integrate all commissioning activities into the master construction schedule. All

parties will address scheduling issues in a timely manner in order to expedite the commissioning process.

1.4 COMMISSIONING PROCESS

- A. The following activities describe the commissioning tasks during construction and the general order in which they occur. The commissioning provider coordinates all activities.
1. Scoping Meeting. All members of the design and construction team that will be involved in the commissioning process meet and agree on the scope of work, tasks, schedules, deliverables, and responsibilities for implementation of the Commissioning Plan.
 2. Commissioning Plan. The commissioning plan provides guidance in the execution of the commissioning process. The Specifications take precedence over the Commissioning Plan. The CP provides the commissioning plan for all phases of the project.
 3. Submittals. Equipment documentation is submitted to the CP during normal submittals, including detailed start-up procedures.
 4. Start-Up/Pre-Functional Checklists. The CP works with the Subs to develop startup plans and documentation formats, including providing the Subs with pre-functional checklists to be completed during the startup process.
 5. Functional Performance Testing. The CP develops specific equipment and system functional performance test procedures. The Subs review the procedures. The procedures are executed by the Subs, under the direction of, and documented by the CP.
 6. Deficiencies and Resolution. The CP documents items of non-compliance in materials, installation or operation. The items are corrected at the Sub's expense and the equipment or systems are retested.
 7. Operations and Maintenance Documentation. The CP reviews the O&M documentation for completeness.
 8. Training. The CP reviews and coordinates the training provided by the Subs and verifies that it is completed.
 9. Seasonal Testing. Deferred or seasonal testing is conducted, as required.

1.5 COMMISSIONING SUBMITTALS

- A. The CP shall review submittals related to the commissioned equipment for conformance to the Contract Documents as it relates to the commissioning process, to the functional performance of the equipment and adequacy for developing test procedures. This review is intended primarily to aid in the development of functional testing procedures.
- B. The CP shall receive a copy of the standard submittals for equipment to be commissioned.
- C. The CP may require additional documentation necessary for the commissioning process. The Contractor will receive a written request from the commissioning provider for specific equipment or system information.

1.6 CLOSEOUT SUBMITTALS

- A. Contract Closeout: Requirements for submittals. All submittals should be in electronic format only. PDF is the standard format.

- B. Standard O&M Manuals:
 - 1. CP Review and Approval. Prior to substantial completion, the CP shall review the O&M manuals, documentation and redline As-Built Drawings for systems that were commissioned to verify compliance with the Contract Documents. The CP will communicate deficiencies in the manuals to the PM.
- C. Systems Manuals:
 - 1. The CP is responsible to compile, organize and index all commissioning data by equipment into one labeled, indexed electronic binder and deliver it to the PM. No hard copy of the manuals shall be provided. The manual shall include the Commissioning Plan, Final Commissioning Report, System Type, Startup and Pre-functional checklists, Functional Performance Tests, trending and analysis (If BMS available), approvals and corrections, training records, single line diagrams for commissioned systems, final sequence of operation, preventive maintenance information not contained in the O&M manuals and recommend re-testing schedule.

1.7 COMMISSIONING RESPONSIBILITIES

- A. The responsibilities of various parties in the commissioning process are provided in this section. It is noted that the services for the Project Manager, Design Team, and Commissioning Provider are not provided for in this contract. That is, the General Contractor is not responsible for providing their services. Their responsibilities are listed here to clarify the commissioning process.
- B. Commissioning Provider (CP)
 - 1. The CP is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The CP may assist with problem-solving non-conformance or deficiencies, but ultimately that responsibility resides with the Construction Manager and the Design Team. The primary role of the CP is to develop and coordinate the execution of a testing plan, observe and document that systems are functioning in accordance with the documented design intent and the Contract Documents.
 - 2. Construction and Acceptance Phase
 - a. Coordinate and direct all commissioning activities in a logical and efficient manner. Work with the GC and PM to ensure that commissioning activities are being scheduled.
 - b. Revise the Commissioning Plan as necessary.
 - c. Plan and conduct a commissioning scoping meeting.
 - d. Request and review additional information required to perform commissioning tasks, including O&M materials, Trade Contractor start-up and checkout procedures, and sequences of operation.
 - e. Review Trade Contractor submittals applicable to systems being commissioned for compliance with commissioning needs, concurrent with the A/E reviews.
 - f. Assist trade contractors in developing start-up and checkout plans. Review and approve pre-functional checklists provided by the contractors.

- g. Perform site visits, as necessary, to observe component and system installations. Attend selected planning and job-site meetings to obtain information on construction progress.
 - h. Review completed pre-functional checklist and start-up reports for PM approval.
 - i. Coordinate any start-up requirements with TAB Trade Contractor.
 - j. Write the functional performance test procedures for equipment and systems. Submit to GC and A/E for review if requested.
 - k. Coordinate, witness, and document functional performance tests performed by installing Trade Contractors. Coordinate retesting as necessary until satisfactory performance is achieved.
 - l. Maintain a master deficiency and resolution record. Provide the PM and GC with written progress reports and test results with recommended actions.
 - m. Review the training of the Owner's operating personnel.
 - n. Review the preparation of the O&M manuals.
 - o. Provide a final commissioning report.
3. Warranty Period:
- a. Coordinate and supervise required seasonal or deferred testing and deficiency corrections.
 - b. Assist in the development of a preventative maintenance plan and review as-built documentation.
 - c. Provide the Owner with a manual that contains information required for re-commissioning building systems.
 - d. Review building operation with Owner's O&M staff, including resolution of outstanding commissioning-related issues, within 10 months of construction completion date.
- C. Design Team (A/E):
- 1. Construction and Acceptance Phase:
 - a. Attend the commissioning scoping meeting and selected commissioning team meetings.
 - b. Perform normal submittal review, construction observation, as-built drawing preparation, O&M manual preparation, etc., as contracted.
 - c. Provide design narrative and control sequences documentation requested by the CP.
 - d. Coordinate resolution of system deficiencies identified during commissioning, according to the contract documents.
 - e. Prepare and submit final as-built design intent documentation for inclusion in the O&M manuals. Review and approve the O&M manuals.
 - f. Optional: Review the equipment start-up and pre-functional checklists. Review the functional test plans. Witness performance testing.
 - 2. Warranty Period:
 - a. Coordinate resolution of design non-conformance and design deficiencies identified during warranty period commissioning.
- D. Owner's Project Manager (PM):
- 1. Construction and Acceptance Phase

- a. Attend commissioning scoping meeting and additional meetings, as necessary.
 - b. Arrange for facility operating and maintenance personnel to attend various field commissioning activities and field training sessions according to the Commissioning Plan.
 - c. Provide final approval for the completion of the commissioning work.
2. Warranty Period:
 - a. Ensure that any seasonal or deferred testing and any deficiency issues are addressed.
- E. General Contractor (GC):
1. Construction and Acceptance Phase:
 - a. Facilitate the coordination of the commissioning work by the CP including the integration of the commissioning activities into the project schedule
 - b. Furnish a copy of all construction documents, addenda, change orders and approved submittals and shop drawings related to commissioned equipment to the CP.
 - c. In each purchase order or subcontract written, include requirements for submittal data, O&M data, commissioning tasks and training.
 - d. Ensure that all Subs execute their commissioning responsibilities according to the Contract Documents and schedule.
 - e. Attend a commissioning scoping meeting and other necessary meetings scheduled by the CP to facilitate the commissioning process.
 - f. Coordinate the training of owner personnel.
 - g. Prepare O&M manuals, according to the Contract Documents, including clarifying and updating the original sequences of operation to as-built conditions.
 2. Warranty Period:
 - a. Ensure that Trade Contractor execute required seasonal or deferred functional performance testing.
 - b. Ensure that Trade Contractors correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for issues identified in seasonal testing.
- F. Mechanical, Controls and TAB Trade Contractors. The commissioning responsibilities applicable to each of the mechanical, controls and TAB Trade Contractors are as follows:
1. Construction and Acceptance Phases:
 - a. Attend a commissioning scoping meeting and other meetings necessary to facilitate the Commissioning process.
 - b. Provide the CP with normal cut sheets and shop drawing submittals of commissioned equipment.
 - c. Provide additional requested documentation, prior to normal O&M manual submittals, to the CP for development of start-up and functional testing procedures.
 - d. Assist (along with the A/E design engineers) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.

- e. Develop a full start-up and initial checkout plan using manufacturer's start-up procedures and the pre-functional checklists for all commissioned equipment. Submit to CP for review and approval prior to startup.
 - f. During the startup and initial checkout process, execute the mechanical-related portions of the pre-functional checklists for all commissioned equipment. Perform and clearly document all completed startup and system operational checkout procedures, providing a copy to the CP.
 - g. Address current A/E punch list items before functional testing. Air and water TAB shall be completed with discrepancies and problems remedied before functional testing of the respective air- or water-related systems.
 - h. Perform functional performance testing under the direction of the CP for specified equipment in Section 1.08.
 - i. Provide software and access codes related to the building control system to the CP as needed for verification of system performance.
 - j. Correct deficiencies (differences between specified and observed performance) as interpreted by the CP, GC and A/E and retest the equipment.
 - k. Prepare O&M manuals according to the Contract Documents, including clarifying and updating the original sequences of operation to as-built conditions.
 - l. Provide training of the Owner's operating personnel as specified.
 - m. Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.
2. Warranty Period:
- a. Execute seasonal or deferred functional performance testing, witnessed by the CP, according to the commissioning plan.
 - b. Correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.
- G. Electrical Trade Contractors. The commissioning responsibilities applicable to the Electrical Trade Contractor are as follows:
- 1. Construction and Acceptance Phases:
 - a. Attend a commissioning scoping meeting and other necessary meetings scheduled by the CP to facilitate the Commissioning process.
 - b. Provide normal cut sheets and shop drawing submittals to the CP of commissioned equipment.
 - c. Provide additional requested documentation to the CP for development of start-up and functional testing procedures.
 - d. Assist (along with the design engineers) in clarifying the operation and control of commissioned equipment in areas where the specifications, control drawings or equipment documentation is not sufficient for writing detailed testing procedures.
 - e. Develop a full start-up and initial checkout plan using manufacturer's start-up procedures and the pre-functional checklists from the CP. Submit manufacturer's detailed start-up procedures and the full start-up plan and procedures to CP for review.

- f. During the startup and initial checkout process, execute and document the electrical-related portions of the pre-functional checklists provided by the CP for all commissioned equipment. Perform and clearly document all completed startup and system operational checkout procedures, providing a copy to the CP.
 - g. Address current A/E punch list items before functional testing.
 - h. Perform functional performance testing under the direction of the CP for specified equipment in Section 1.08.
 - i. Provide software and access codes related to the building control system to the CP as needed for verification of system performance.
 - j. Correct deficiencies (differences between specified and observed performance) as interpreted by the CP, GC and A/E and retest the equipment.
 - k. Prepare O&M manuals according to the Contract Documents, including clarifying and updating the original sequences of operation to as-built conditions.
 - l. Provide training of the Owner's operating personnel as specified.
 - m. Coordinate with equipment manufacturers to determine specific requirements to maintain the validity of the warranty.
2. Warranty Period:
- a. Execute seasonal or deferred functional performance testing, witnessed by the CP, according to the specifications.
 - b. Correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal testing.
- H. Equipment Suppliers:
- 1. Provide all requested submittal data, including detailed start-up procedures and specific responsibilities of the Owner to keep warranties in force.
 - 2. Assist in equipment testing per agreements with Trade Contractors.
 - 3. Provide information requested by CP regarding equipment sequence of operation and testing procedures.

1.8 SYSTEMS TO BE COMMISSIONED

- A. For a detailed list of systems to be commissioned see 26808. Any systems not listed in those sections required to be commissioned under the USGBC guidelines will have to be commissioned by the installing trade contractor.

1.9 COMMISSIONING MEETINGS

- A. Project Meetings.
- B. Pre-Installation Conference. Commissioning shall include a scoping meeting where all members of the design and construction team to be involved in the commissioning process meet and agree on the scope of work, tasks, schedules, deliverables, and responsibilities for implementation of the Commissioning Plan.

- C. Progress Meetings. Progress meetings during equipment start-up and functional performance testing shall include commissioning coordination in addition to the standard meeting format.

1.10 COMMISSIONING REPORTS

- A. The CP will provide regular reports to the PM with increasing frequency as construction and commissioning progresses.
- B. The CP compiles a final Commissioning Report that summarizes the procedures, findings, conclusions, and recommendations of the commissioning process.

PART 2 – PRODUCTS

2.1 TEST EQUIPMENT

- A. All standard testing equipment required to perform startup and initial checkout and required functional performance testing shall be provided by the Trade Contractor for the equipment being tested.
- B. All testing equipment shall be of sufficient quality and accuracy to test or measure system performance with the required by the Contract Documents.
- C. The provider of the BMS systems will provide support and trend reports as required by the CP. This information shall be available before functional testing starts

PART 3 – EXECUTION

3.1 START-UP, PRE-FUNCTIONAL CHECKLISTS AND INITIAL CHECKOUT

- A. The following procedures apply to all equipment to be commissioned, according to Section 1.08, Systems to be commissioned.
- B. General. Pre-functional Checklists are developed and completed for all major equipment and systems being commissioned. The checklist captures equipment nameplate and characteristics data, confirming the as-built status of the equipment or system. These checklists also ensure that the systems are complete and operational, so that the functional performance testing can be scheduled. The checklists are provided by the subcontractor and completed (filled out) by the installing subcontractor or their testing/startup technician.
- C. Start-up and Initial Checkout Plan. The CP shall assist the commissioning team members responsible for startup of any equipment in developing detailed start-up plans for all equipment. The primary role of the CP in this process is to ensure that there is written documentation that each of the manufacturer-recommended procedures have been completed.
- D. Pre-functional Checklists. The CP shall review and approve pre-functional checklists, provided by the subcontractors or the general contractor. They should be based primarily on the manufacturer's startup and initial checkout procedures but may need additional information. Each checkout item shall have a place to document that proper installation has occurred and the system is working standalone per design. The completion of the pre-functional checklist by the installing Trade Contractor indicates to the commissioning team that the equipment is properly installed per manufacturer's procedures, and the controls and TAB are complete and the equipment is ready for final functional performance testing. The Trade Contractor determines which sub is responsible for executing and documenting each of the line item tasks.
- E. Sensor Calibration. Calibration of all sensors shall be included as part of the pre-functional checklists performed by the Trade Contractors.
- F. Execution of Pre-functional Checklists and Startup:
 - 1. Trade Contractors and vendors schedule startup and checkout with the PM, GC and CP.
 - 2. The CP shall observe, at minimum, the procedures for each piece of primary equipment, unless there are multiple units, (in which case a sampling strategy may be used as approved by the PM).
 - 3. For lower-level components of equipment, the CP shall observe a sampling of the pre-functional and start-up procedures. The sampling procedures are identified in the commissioning plan.
 - 4. The Trade Contractors and vendors shall execute startup and provide the CP with a signed and dated copy of the completed start-up and pre-functional checklists.
 - 5. Only individuals that have direct knowledge and witnessed that a line item task on the pre-functional checklist was actually performed shall initial or check that item off.
- G. Deficiencies, Non-Conformance and Approval in Checklists and Startup:

1. The Trade Contractors shall clearly list any outstanding items of the initial start-up and pre-functional procedures that were not completed successfully, at the bottom of the procedures form or on an attached sheet. The procedures form and any outstanding deficiencies are provided to the CP within two days of test completion.
2. The CP reviews the report and recommends approval to the PM. The CP shall work with the Trade Contractors and vendors to correct and retest deficiencies or uncompleted items. The CP will involve the PM and others as necessary.

3.2 FUNCTIONAL PERFORMANCE TESTING

- A. Objectives and Scope. The objective of functional performance testing is to demonstrate that each system is operating according to the documented design intent and Contract Documents. In general, each system should be operated through all modes of operation (seasonal, occupied, unoccupied, warm-up, cool-down, part- and full-load) where there is a specified system response. Verifying each sequence in the sequences of operation is required. Proper responses to such modes and conditions as power failure, freeze condition, low oil pressure, no flow, equipment failure, etc. shall also be tested.
- B. Development of Test Procedures. Before test procedures are written, the CP shall obtain all requested documentation and a current list of change orders affecting equipment or systems, including an updated points list, program code, control sequences and parameters. The CP shall develop specific test procedures and forms to verify and document proper operation of each piece of equipment and system. Prior to execution, the CP shall provide a copy of the test procedures to the Trade Contractors who shall review the tests for feasibility, safety, equipment and warranty protection. The CP shall review Owner-contracted or factory testing which the CP is not responsible to oversee and shall determine what further testing may be required to comply with the Contract Documents. Redundancy of testing shall be minimized.

The test procedure forms developed by the CP shall include the following information:

1. System and equipment or component name(s).
 2. Equipment location and ID number.
 3. Date.
 4. Project name.
 5. Participating parties.
 6. Reference to the specification section describing the test requirements.
 7. A copy of the specific sequence of operations.
 8. Instructions for setting up the test.
 9. Special cautions, alarm limits, etc.
 10. Specific step-by-step procedures to execute the test.
 11. Acceptance criteria of proper performance with a Yes / No check box.
 12. A section for comments.
 13. Signatures and date block for the CP.
- C. Test Methods:
1. Functional performance testing and verification may be achieved by manual testing (persons manipulate the equipment and observe performance) or by monitoring the performance and analyzing the results using the control system's trend log capabilities or by stand-alone data loggers. The CP will determine which method is most appropriate.
 2. Setup. Each function and test shall be performed under conditions that simulate actual conditions as close as is practically possible. The Trade Contractors executing the test shall provide all necessary materials, system modifications, etc. to produce the necessary flows, pressures, temperatures, etc. necessary to execute the test according to the specified conditions. At completion of the test, the Trade Contractor shall return all affected building equipment and systems, due to these temporary modifications, to their pre-test condition.

3. Sampling. Multiple identical pieces of non-life-safety or non-critical equipment may be functionally tested using a sampling strategy. The sampling strategy will be developed by the CP and approved by the PM. If, after three attempts at testing the specified sample percentage, failures are still present, then all remaining units are tested at the Trade Contractors' expense.
- D. Coordination and Scheduling. The Trade Contractors shall provide sufficient notice to the CP regarding their completion schedule for the pre-functional checklists and startup of all equipment and systems. The CP will schedule functional tests through the PM, GC and affected Trade Contractors. The CP shall direct, witness and document the functional testing of all equipment and systems. The Trade Contractors shall execute the tests.
 - E. Problem Solving. The CP will recommend solutions to problems found; however the burden of responsibility to solve, correct and retest problems is with the GC, Trade Contractors and A/E team.
 - F. Sample Functional Test Forms (developed during construction phase).

3.3 DOCUMENTATION, NON-CONFORMANCE AND APPROVAL OF TESTS

- A. Documentation. The CP shall witness and document the results of all functional performance tests using forms developed for that purpose. Prior to testing, these forms may be provided to the GC for review if requested by the GC.
- B. Non-Conformance:
1. The CP shall record the results of the functional test on the procedure or test form. All deficiencies or non-conformance issues shall be noted and reported to the PM on a standard form.
 2. Corrections of minor deficiencies identified may be made during the tests at the discretion of the CP. In such cases the deficiency and resolution will be documented on the procedure form.
 3. Every effort will be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures.
 4. As tests progress and a deficiency is identified:
 - a. When there is no dispute on the deficiency and the responsibility to correct it:
 - 1) The CP documents the deficiency and the Trade Contractor's response and intentions the testing continues. The Trade Contractor corrects the deficiency and notifies the CP that the equipment is ready to be retested.
 - 2) The CP reschedules the test and the test is repeated.
 - b. If there is a dispute about a deficiency or who is responsible:
 - 1) The deficiency shall be documented on the non-compliance form and a copy given to the PM and GC.
 - 2) Resolutions are made at the lowest management level possible. Other parties are brought into the discussions as needed. Final interpretive authority is with the A/E team.
 - 3) Final acceptance authority is with the Owner.
 - 4) The CP documents the resolution process.
 - 5) Once the interpretation and resolution have been decided, the appropriate party corrects the deficiency and notifies the CP that the equipment is ready to be retested. The CP reschedules the test and the test is repeated until satisfactory performance is achieved.
 5. Cost of Retesting:
 - a. The cost for the Trade Contractor to retest a pre-functional or functional test, if they are responsible for the deficiency, shall be theirs. If they are not responsible, any cost recovery for retesting costs shall be negotiated with the GC.
 - b. The time for the **CP, PM, and/or A/E** to direct any retesting required because a specific pre-functional checklist or start-up test item, reported to have been successfully completed, but determined during functional testing to be faulty, will be back charged to the GC, who may choose to recover costs from the party responsible for executing the faulty pre-functional test.

- C. Approval. The CP notes each satisfactorily demonstrated function on the test form. Formal approval of the functional test is made later after review by the CP. The CP recommends acceptance of each test to the PM. The PM gives final approval on each test, providing a signed copy to the CP and the Trade Contractor.

3.4 TRAINING OF OWNER PERSONNEL

- A. The GC shall be responsible for training coordination and scheduling and for ensuring that training is completed. All training records shall be submitted to the CP for inclusion into the systems manual.
- B. The CP shall be responsible for overseeing and approving the content and adequacy of the training of Owner personnel for commissioned equipment.
 - 1. The specific training requirements of **Owner's** personnel by Trade Contractor and vendors are specified in Division 23 and Division 26.
 - 2. For the primary HVAC equipment, the Controls Trade Contractor shall provide a short discussion of the control of the equipment during the mechanical or electrical training conducted by others. See general section for training procedures.

3.5 DEFERRED TESTING

- A. Seasonal Testing. During the warranty period, seasonal testing (tests delayed until weather conditions closer to the system's design) shall be completed as part of this contract. The CP shall coordinate this activity. Tests will be executed, documented and deficiencies corrected by the appropriate Trade Contractor, with facilities staff and the CP witnessing. Any final adjustments to the O&M manuals and As-built due to the testing will be made by the Trade Contractor.

END OF SECTION 01 91 13