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NOTICE TO CONTRACTORS CALLING FOR BIDS

SECTION 00010

DISTRICT: RIO HONDO COMMUNITY COLLEGE DISTRICT

PROJECT IDENTIFICATION: AJ ANNEX REFURBISHMENT OF ADMINISTRATION BUILDING PROJECT

PROJECT NO: Bid No. 2063

BIDS DUE BY: May 24, 2018 at 1:00 PM

SUBMIT BIDS TO: Rio Hondo Community College District
3600 Workman Mill Road, Room A-103
Whittier, California 90601
Telephone (562) 908-3413
Facsimile (562) 908-3462
Felix Sarao
Director, Contract Management and Vendor Services

BID AND CONTRACT DOCUMENTS AVAILABLE: On line at: http:\www.riohondo.edu or at the mandatory bidder’s conference and job walk.


JOB WALK DATE/TIME: May 10, 2018, at 10:00 AM

NOTICE IS HEREBY GIVEN that Rio Hondo Community College District, acting by and through its Board of Trustees, hereinafter the “District” will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as: **AJ ANNEX REFURBISHMENT OF ADMINISTRATION BUILDING PROJECT**

Scope of Work Overview. Scope of Work shall include labor, materials and equipment to refurbish existing administrative offices, classrooms, restrooms & locker rooms. Installation of new asphalt paving and resurfacing existing parking lots.
1.01 Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

1.02 Bid and Contract Documents. Bidder may obtain, at Bidder’s sole cost and expense, the Bid and Contract Documents at the location stated above.

1.03 Bid Proposal. Each Bid Proposal shall consist of:

A. Bid Proposal
B. Bid Security
C. List of Subcontractors
D. Non-Collusion Affidavit
E. DIR

All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder may be grounds for the District to reject such Bidder’s Bid Proposal for non-responsiveness.

1.04 Job-Walk. The District will conduct a ONE TIME ONLY MANDATORY PRE-BID JOB WALK for the Work to be held at the location, date and time stated above. It is mandatory for the Prime contractor to attend the job-walk.

1.05 Prevailing Wage Rates. The Project is subject to the provisions of Labor Code §§1720 et seq. and regulations set forth in Title 8 §§16000 et seq. of the California Code of Regulations which govern the payment of prevailing wages on public works projects. All bidders shall be governed by and required to comply with these statutes and regulations in connection with the Project. Pursuant to Labor Code §1771, the Contractor receiving award of the Contract and Subcontractors of any tier shall pay not less than the prevailing wage rates to all workers employed in the execution of the Contract. Pursuant to Labor Code §1773, the Director of the Department of Industrial Relations has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled “PREVAILING WAGE SCALE”, are maintained at the District’s offices located at 3600 Workman Mill Road, Whittier, CA 90601, and are available to any interested party upon request. Copies of rate schedules are also available on the Internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work.
1.06 Contractors License Classification. In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess a valid and Current Class B General Building California Contractors License at the time that the bid for the work is submitted.

1.07 Contract Time. Substantial Completion of the Work shall be achieved within FORTY SIX (46) CALENDAR DAYS after the date for commencement of the Work as set forth in the Notice to Proceed issued by the District. Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages.

1.08 Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

1.09 No Withdrawal of Bid Proposals. No Bidder shall withdraw its Bid Proposal for a period of Ninety (90) days after the award of the Contract by the District’s Board of Trustees. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

1.10 Substitute Security. In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor’s performance under the Contract will be permitted at the request and expense of the Contractor. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall have thirty (30) days following action by the District’s Board of Trustees to award the Contract to such Bidder to submit its written request to the District to permit the substitution of securities for retention. The failure of the Bidder to make such written request to the District within said thirty (30) day period shall be deemed a waiver of the Bidder’s rights under California Public Contract Code §22300.

1.11 Waiver of Irregularities. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

1.12 Award of Contract. The Contract for the Work, if awarded, will be by action of the District’s Board of Trustees to the responsible Bidder submitting the lowest responsive Bid Proposal. If the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District’s selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with this Notice and the Instructions for Bidders.
1.13 **Inquiries and Clarifications.** This document is for informational purposes and shall not relieve the Bidder of the requirements to fully familiarize itself with all the factors affecting the Project and his Bid. The Bidder is advised that all inquiries and clarifications about the Bid Documents, Drawings, Specifications, etc., shall be submitted to the District in writing on or before **1:00 PM- May 14th, 2018.** The District will respond at its earliest possible opportunity but no later than **May 21st, 2018.** Verbal communication by either party with regard to this matter is invalid. Inquiries shall be sent to:

   Felix G. Sarao  
   Director of Contract Management & Vending Services  
   Rio Hondo Community College District,  
   3600 Workman Mill Road, Whittier, CA 90601  
   or by Fax at (562) 463-7020

1.14 **Delivery.** It is the bidder’s responsibility to deliver their bid prior to the time stated for opening of bids. The bidder should plan their delivery schedule to arrive early taking into consideration accident, breakdown, freeway congestion, traffic delays, check-in at the parking control booth, parking, etc. The District will not consider or take into account any excuse by the bidder for delivery of its bid after the time stated for the bid opening. Late bids will be returned to the bidder unopened.

END OF SECTION
NOTICE TO CONTRACTORS CALLING FOR BIDS

Notice is hereby given that the RIO HONDO COMMUNITY COLLEGE DISTRICT of Los Angeles County, California, acting by and through its Board of Trustees ("District"), will receive up to, but not later than 1:00 pm on May 24, 2018 sealed bids for the award of a Contract for the following: Bid No. 2063 – AJ Annex Refurbishment of Administration Building Project.

Refurbishing of the Administration Building Offices, Classrooms, Restrooms, Locker Rooms, and adjacent Asphalt Parking Lots.

All bids shall be made and presented only on the forms presented by the District and must conform with and be responsive to the contract documents. Copy of the bid can be downloaded online at: http://www.riohondo.edu/finance-andbusiness/doing-business-with-rhc/current-or-recent-bids-and-rfps/.

Bids shall be received in the Office of the Director, Contract Management and Vending Services at 3600 Workman Mill Road, Room A-122, Whittier, CA 90601, and shall be opened and publicly read aloud at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened. The Contract Time is 74 calendar days.

A Mandatory Pre-Bid Meeting and Job Walk will be conducted at (AJ Annex Administration Bldg. 3600 Workman Mill Rd., Whittier CA 90601) on May 10, 2018 at 10:00 am. Any Contractor bidding on the Project who fails to attend the entire mandatory job walk and conference will be deemed a non-responsive bidder.

Each Bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful Bidder must possess a valid and active license at the time of award and throughout the duration of this Contract. The Contractor’s California State License number shall be clearly stated on the Bidder’s Proposal. Bidder's subcontractor(s) shall be licensed pursuant to California law for the trades necessary to perform the work called for in the contract documents.

All Bidders and their subcontractors MUST be registered with the Department of Industrial Relations (DIR), possess a current and valid DIR registration number at the time of bid submission and shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et
seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE).

Each bid shall be accompanied by the security referred to in the contract documents. Such Bidder’s security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the Bidder will enter into the proposed Contract, if the same is awarded to such Bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited. Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents. All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, Bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code Section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.
It is each Bidder’s sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. No bidder may withdraw their bid for a period of (90) ninety days after the date set for the opening of bids.

Rio Hondo Community College District is an “Equal Opportunity” employer. Qualified Disabled Veteran Business Enterprises (DVBE), Minority Business Enterprises (MBE), and Woman Owned Business Enterprises (WBE) are encouraged to participate in this project.

Felix Sarao  
Director of Contract Management & Vending Services  
Rio Hondo Community College District  
City of Whittier, County of Los Angeles,  
State of California  
Phone: (562) 908-3493

Publish: April 30 and May 7, 2018  
• Pasadena Star News  
• San Gabriel Valley Tribune  
• Whittier Daily News
SECTION 00100

INSTRUCTIONS FOR BIDDERS

1.01 Preparation and Submittal of Bid Proposal.

A. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words, except where the figures represent an express, correctly calculated sum. Partially completed Bid Proposals may be deemed non-responsive. Bid Proposals submitted on other than the bid forms included herein shall be deemed non-responsive. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected. Each Bidder is solely responsible for all costs and expenses incurred by the Bidder in preparing and submitting a Bid Proposal to the District.

B. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.

C. Date and Time of Bid Proposal Submittal. A Bid Proposal is considered submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the place designated for submittal of the Bid Proposal. The date/time stamp is controlling and determinative as to the date and time of the Bidder’s submittal of its Bid Proposal. Bid Proposals received after the date and time specified in the Call for Bids are non-responsive and will be returned to the Bidder unopened.

D. Alternate Bid Item(s). If the Bid Proposal forms do not specifically call for the submittal of alternate bid item(s) and a Bidder submits alternate bid item(s), the District may deem the Bid Proposal to be non-responsive and reject the same. In the event that alternate item(s) are specifically called for in the Bid Proposal forms, any Bid Proposal which does not include bid(s) for the alternate item(s) may result in the Bid Proposal being deemed by the District to be non-responsive and rejected. In the event that bids for alternate item(s) are specifically called for in the Bid Proposal forms, the Bidder is referenced to the provisions of the Contract Documents permitting the District, during performance of the Work of the Contract Documents, to add or delete such alternate item(s) with the cost or
credit (inclusive of all direct and indirect costs, supervision, overhead and profit) for such alternate item(s) to be in the amount(s) set forth in the Bidder’s Bid Proposal for such alternate item(s).

1.02 **Bid Security.** Bid Security shall be in the form of: (a) cash, (b) a certified or cashier’s check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and an Admitted Surety Insurer under Code of Civil Procedure §§995.120 and 995.311 as surety (the “Bid Security”) in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected.

1.03 **Signatures.** All bid forms shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.

1.04 **NOT USED**

1.05 **Modifications.** Changes to the Bid Proposal which are not specifically called for or permitted may result in the District’s rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District ten (10) days prior to the scheduled closing time for receipt of Bid Proposals.

1.06 **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal, or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, the District may reject such a Bid Proposal as being non-responsive.

1.07 **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District’s agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder’s full compliance with the requirements of this section.
1.08 **Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal without penalty by written request received by the District prior to the scheduled closing time for the receipt of Bid Proposals. Requests for withdrawal of bid proposals after scheduled closing time shall be in accordance with Public Contract Code §§5100 et seq.

1.09 **Documents Required Upon Award of Contract.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the other documents which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder.

1.10 **Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents or who finds discrepancies, errors or omissions therein; or who finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request not less than seven (7) days prior to the scheduled closing for the receipt of Bid Proposals. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the non mandatory pre-bid job walk. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.11 **Request for Substitutions Prior to Bid Opening.** Any Bidder may submit Request(s) for Substitution on the form provided herein, together with all substantiating data, no later than ten (10) days prior to the scheduled closing time for receipt of the Bid Proposals, in accordance with Public Contract Code §3400. The District shall use its best efforts to consider and act upon such Request for Substitution in a timely fashion. Actions taken, if any, concerning the Request for Substitution will be by written addendum issued by the District, a copy of which will be sent to each Bidder who attends the non mandatory pre-bid job walk. In the absence of written addendum, the Request for Substitution shall be deemed denied for purposes of the District’s evaluation of the Bid Proposals and award of the Contract.

1.12 **District’s Right to Modify Contract Documents.** Before the scheduled closing time for receipt of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have attended the non mandatory pre-bid job walk. If the District issues any addenda, the failure of any Bidder to acknowledge such addenda in its Bid Proposal may render the Bid Proposal non-responsive. All addendums will be posted to the district website.

http://www.riohondo.edu/facilities/RFQ/index.htm
1.13 **Bidders Interested in More Than One Bid Proposal.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District.

1.14 **Bidder’s Qualifications.** Each Bidder shall submit with its Bid Proposal a Statement of Bidder’s Qualifications which is included within the Contract Documents. All information required by the Statement of Bidder’s Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder’s Qualifications completed with all information required and bearing the signature of the Bidder’s duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder’s Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.

1.15 **Award of Contract**

A. **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

B. **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if any, will be to the responsible Bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal.

C. **Selection of Alternate Bid Items; Basis of Award of Contract.** The selection of Bid Alternates for determination of the lowest Bid Proposal will be based upon the Base Bid Proposal alone or a combination of the Base Bid Proposal and one or more Bid Alternates as selected by the District in accordance with the following “blind bidding” procedures. After opening timely submitted Bid Proposals and before the public reading of the Bid Proposals, District staff who will not be engaged in the selection of Bid Alternates (“Clerical Staff”) will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder and each listed subcontractor is not revealed. The Clerical Staff will maintain a list (“Bidders List”) which identifies each Bidder’s name and a corresponding alphabetical letter assigned to each Bidder. After completing the Bidders List, the Clerical Staff will publicly read the Bid Proposal amounts of each Bidder for the Base Bid as well as each Bid Alternate. In this public reading, Bidders will not be identified by name, only by
alphabetical letter assigned to each Bidder. After the public reading of Bid Proposals, the Clerical Staff will provide the Project Manager, Architect and District staff responsible for selection of Bid Alternates ("Review Team") copies of the Bid Proposals with the identities of Bidders and listed subcontractors masked. Bid Proposals reviewed by the Review Team will identify Bidders only by alphabetical letters. At such time as the Review Team has completed its review of the Bid Proposals, has selected Bid Alternates and has determined which Bidder (by the alphabetical letter designation assigned by Clerical Staff) has submitted the lowest Bid Proposal based upon the Base Bid and any combination of the Bid Alternates as determined by the Review Team, the Clerical Staff will make available to the Review Team the Bidders List so that the identity of the Bidder to be awarded the Contract can be identified. Until such time as the Review Team has completed review of Bid Proposals and determination of which Bidder has submitted the lowest responsive Bid Proposal, there will be no communication between members of the Clerical Staff and members of the Review Team regarding the identities of Bidders or listed subcontractors or any disclosure of any portion of the Bidders List.

D. **Alternate Bid Items Not Included in Award of Contract.** During performance of the Work, it is the District’s option to add or delete from the scope of the Work Alternate Bid Items that were not included in the award of Contract. District may elect to have work done at price(s) set forth in the Alternate Bid Items Proposal.

E. **Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.

F. **Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability that will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors.
on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder. Upon request of the District, Bidder must promptly submit satisfactory evidence of any of the items listed above.

1.16 Subcontractors

A. Designation of Subcontractors; Subcontractors List. Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished (Section 00215). Any Bidder’s failure to comply with the District’s request may render such Bidder’s bid non-responsive and subject to rejection by the District.

B. Work of Subcontractors. The organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders’ sub-bids is not a basis for adjustment of the Contract Price or the Contract Time.

1.17 Workers’ Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the Workers Compensation Insurance certificate provided in Section 00415 prior to performing any of the Work under the Contract.
1.18 **Bid Security Return.** The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security will be returned to them.

1.19 **Forfeiture of Bid Security.** If the Bidder awarded the Contract fails or refuses to execute the Agreement within seven (7) days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest responsive Bid Proposal or may call for new bids, in District’s sole and exclusive discretion.

1.20 **Contractor’s License.** No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and cannot be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is set forth in the Call for Bids. The Contractor will be required to maintain the license(s) through the duration of the Contract. Any questions concerning a Contractor may be referred to the Registrar, Contractors’ State License Board, P.O. Box 2600, Sacramento, CA 95826.

1.21 **Anti-Discrimination.** It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age or marital status. All Bidders agree to comply with the District’s anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

1.22 **Job-Walk.**

   A. **District Conduct of Job-Walk.** The District will conduct a Job Walk at the time and place designated in the Call for Bids. Regardless of whether the Job Walk is or is not designated as being mandatory, the District may, in its sole and exclusive discretion, elect to conduct one or more Job Walks in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have obtained the Contract Documents pursuant to the Call for Bids of any such additional Job Walk. If the District elects to conduct any Job Walk in addition to
that set forth in the Call for Bids, the District shall, in its notice of any such additional Job Walks, indicate whether Bidders’ attendance at such additional Job Walks is/are mandatory; in the event that any such additional Job Walks is/are designated as being mandatory, the provisions of this section 1.22 shall be deemed to apply to such additional Job Walks.

B. Mandatory Job Walk. If the Job Walk is designated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the Job Walk will be grounds for the District to reject such bid and the Bid Proposal will be returned to the Bidder unopened. Where the Job Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job Walk; provided, however, that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will be grounds for the District to declare the Bid Proposal of such Bidder to be non-responsive. Notwithstanding any other provisions of the Call for Bids or these Instructions for Bidders, in the event that the Job Walk is designated in the Call for Bids as being mandatory, the District will not consider the Bid Proposal of any Bidder who has obtained the Bid and Contract Documents, pursuant to Call for Bids, after the date and time set forth therein for such mandatory Job Walk; any Bid Proposal submitted by any such Bidder shall be deemed non-responsive, rejected and returned unopened to the Bidder submitting the same.

1.23 Drug Free Workplace Certificate. In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in such provisions. Failure of the successful Bidder to comply with the measures outlined in such provisions may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

1.24 Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (“IRCA”); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
1.25 **Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District’s Board of Trustees meeting at which award of the Contract will be considered.

1.26 **Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District’s intent to award the Contract provided that each and all of the following are complied with:

A. The bid protest is in writing;

B. The bid protest is filed and received by the District’s Vice President, Business not more than five (5) calendar days following the date of issuance of the District’s Notice of Intent to Award the Contract; and

C. The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Vice President, Business or designee, shall review and evaluate the basis of the bid protest. The District’s Vice President, Business or designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District’s Vice President, Business or designee. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District’s Board of Trustees. The issuance of a written statement by the Vice President, Business (or designee) and subsequent action by the District’s Board of Trustees shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District’s intent to award the Contract, the District’s disposition of any bid protest or the District’s decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.
1.27 Public Records. All documents included in Bid Proposals become the exclusive property of the District upon submittal to the District. All Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1). A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq.

END OF SECTION
SECTION 00210

BID PROPOSAL

TO:  RIO HONDO COMMUNITY COLLEGE DISTRICT, a California Community College District, acting by and through its Board of Trustees (“District”), 3600 Workman Mill Road, Whittier, California 90601.

FROM:  

(Name of Bidder as listed on License)

(Address)

(City, State, Zip Code)

(Telephone)

(Fax)

(Email)

(Name(s) of Bidder's Authorized Representative(s) & Title)
1.01 Bid Proposal.

A. Bid Proposal Amount. Pursuant to and in compliance with the Notice to Contractors Calling for Bids, the Instructions for Bidders and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, applicable taxes, and services necessary to perform the Work of the Contract in strict compliance with the Contract Documents and complete in a workmanlike manner all of the Work required for the Project described as:

Bid #2063 – AJ Annex Refurbishment of Administration Building Project.

for the sum of:

Total Bid Amount: $____________________________________________
(Total Bid Amount in Figures)

_______________________________________________________________
(Total Bid Amount in Words)

Allowance Amount: $50,000.00
(Total Bid Amount in Figures)

Fifty Thousand
(Total Bid Amount in Words)

for the sum of:

Total Bid and Allowance Amount $________________________________
(Total Bid Amount in Figures)

_______________________________________________________________
(Total Bid Amount in Words)
B. Acknowledgment of Bid Addenda. In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda.

_____ Addenda Nos. _________________ received, acknowledged and (initial) incorporated into this Bid Proposal.

C. Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal included herewith. The Bidder acknowledges that the award of the Contract, if at all, shall be in accordance with the Instructions for Bidders.

1.02 Rejection of Bid; Holding Open of Bid. It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period of time specified in the Call for Bids, except as provided by law.

1.03 Documents Comprising Bid Proposal. The undersigned Bidder has submitted as its Bid Proposal the following: Bid Proposal (00210), List of Subcontractors (00215), Non-Collusion Declaration (00220), DIR (00230) and Bid Security (Cash, Cashier’s Check, Certified Check or Bid Bond – 00260), Statement of Bidder’s Qualifications (00240) The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

1.04 Award of Contract. It is understood and agreed that if written notice of the acceptance of this Bid Proposal and award of the Contract thereon is mailed or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within five (5) working days after notification of acceptance and award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (1) the Labor and Material Payment Bond; (2) the Performance Bond; (3) the Drug-Free Workplace Certificate; (4) Certificates of Insurance evidencing all insurance coverages required to be provided under the Contract Documents; (5) the Certificate of Workers’ Compensation Insurance; and (6) Letter of Assent for Project Labor Agreement. The Work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date stated in the District's Notice to Proceed issued pursuant to the Contract Documents. Completion of the Work and all Interim Milestones
shall be achieved within the Contract Time and Interim Milestones specified in the Contract Documents.

1.05 **Notices.** All notices or other correspondence shall be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

1.06 **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following:

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By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the Work.

1.07 **Designation of Subcontractors.** In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100, et seq.) and amendments thereof, each Bidder shall set forth in the Subcontractors List: (a) the name and location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the Work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (b) the trade and/or portion of the Work which will be performed by each listed Subcontractor. The Bidder shall list only one Subcontractor for each trade and/or portion of the Work as is defined by the Bidder in its Bid Proposal. If a Bidder fails to list a Subcontractor for a portion of the work in excess of one-half of one percent (0.5%) of the Bidder’s Bid Proposal or if the Bidder specifies more than one Subcontractor for the same portion of Work to be performed under the Contract Documents valued in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that it is fully qualified to perform that portion of the Work itself and that it shall perform that portion of the Work.

1.08 **Confirmation of Figures.** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.
1.09 **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents. The undersigned Bidder certifies that its bid amount includes funds sufficient to allow the Bidder to comply with all applicable local, state and federal laws and regulations governing the labor and services to be provided for the performance of the Work of the Contract and shall indemnify, defend and hold District harmless from and against any and all claims, demands, losses, liabilities and damages arising out of or relating to Bidder’s failure to comply with applicable law in this regard.

By: ________________________________

(Signature)

(Corporate Seal)

______________________________________________

(Typed or Printed Name of Bidder’s Authorized Representative)

Title: ________________________________

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<th>1. Licensed Name of Subcontractor</th>
<th>2. Address of Office, Mill or Shop</th>
<th>3. Trade or Portion of Work</th>
<th>4. License No. / DIR No.</th>
<th>5. $$ Value of Work</th>
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Name of Bidder: _______________________________
Authorized Signature: ________________________

[RIO HONDO COMMUNITY COLLEGE]
AJ ANNEX REFURBISHMENT OF ADMINISTRATION BUILDING PROJECT
BID# 2063

[List of Subcontractors]
SECTION 00220

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF ______________________

I, ______________________________, being first duly sworn, deposes and says that I
am the ______________________________ of ______________________________, the party
submitting the foregoing Bid Proposal (the “Bidder”). In connection with the foregoing Bid
Proposal, the undersigned declares, states and certifies that:

1.01 The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person,
partnership, company, association, organization or corporation.

1.02 The Bid Proposal is genuine and not collusive or sham.

1.03 The Bidder has not directly or indirectly induced or solicited any other bidder to put in a
false or sham bid, and has not directly or indirectly colluded, conspired, connived, or
agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

1.04 The Bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price, or that of any other
bidder, or to fix any overhead, profit or cost element of the bid price or that of any other
bidder, or to secure any advantage against the public body awarding the contract or of
anyone interested in the proposed contract.

1.05 All statements contained in the Bid Proposal and related documents are true.

1.06 The Bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association,
organization, bid depository, or to any member or agent thereof to effectuate a collusive
or sham bid.

Executed this _____ day of _____________, 20___ at __________________

(City, County and State)
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

________________________________________________________________________
Signature

________________________________________________________________________
(Address)

________________________________________________________________________
Name Printed or Typed

________________________________________________________________________
(City, County and State)

________________________________________________________________________
(Area Code and Telephone Number)
SECTION 00230

VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS’ DIR REGISTRATION
(ALL TIERS)

I am the ___________________ of ________________________________ (“Bidder”)

>Title/Position)                                                                                           (Bidder Name)

Submitting the accompanying Bid Proposal for the work described as AJ Annex Refurbishment of
Administration Building Project.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).

2. The Bidder’s DIR Registration Number is: _______________. The expiration date of the Bidder’s DIR
Registration is ________________, 20___.

3. If the Bidder is awarded the Contract for the Work and expiration date of the Bidder’s DIR
Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder
completing all obligations under the Contract for the Work, the Bidder will take all measures necessary
to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while
performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire
duration of the Work.

5. The Bidder has independently verified that each subcontractor identified in the Subcontractors List
submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s
Subcontractors’ List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, The
Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the
Bidder’s Subcontractors List.

7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that (i)
all sub-tier subcontractors must be DIR registered contractors at all times during performance of the
Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier
subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or
misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ___ day of _____________________, 20___ at _____________________.

(City and State)

________________________________________
(Signature)

________________________________________
(Name, typed or printed)
SECTION 00240

STATEMENT OF BIDDER’S QUALIFICATIONS

1.01 Bidder’s Organization

A. Form of entity of Bidder, i.e., corporation, partnership, etc.

1. If a corporation, state the following:
   State of Incorporation:
   Date of Incorporation:
   President/Chief Executive Officer:
   Secretary:
   Treasure/Chief Financial Officer:

2. If a partnership, state the following:
   Date of Organization:
   Type of Partnership (general, limited):
   Names of all general partners; if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.A.4 as appropriate:

3. If a proprietorship, state the following:
   Names of all proprietors:

4. If a joint venture, state the following:
   Date of organization:
   Names of all Joint Venture members. For each Joint Venture member, identify the form of entity and provide the information requested by Paragraphs 1.01.A.1, 1.01.A.2 and 1.01.1.C for each Joint Venture member as appropriate:
5. Bidder’s form of entity is other than listed above, describe the type of entity or organization and identify all principals or owners of equity in the entity or organization

________________________________________________________________________

________________________________________________________________________

B. Number of years your organization has been in business as a contractor: _______

C. Number of years your organization has conducted business under its present name: _______

1. If your organization has conducted business under a name or name style different than your organization’s present name, identify all prior name(s) or name style(s):

________________________________________________________________________

________________________________________________________________________

2. For each name or name style identified in Paragraph 1.01.C.1, state the dates during which you conducted business under each name or style: ___

________________________________________________________________________

________________________________________________________________________

1.02 Financial

A. Attach a current audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner. The Financial Statement must include a current balance sheet and income statement showing: (i) current assets (i.e., cash, accounts receivable, accrued income, deposits, material inventory, etc.); (ii) net fixed assets; (iii) other assets; (iv) current liabilities (i.e., accounts payable, accrued salaries, accrued payroll taxes, etc.); and (v) other liabilities (i.e., capital, capital stock, earned surplus, retained earnings, etc.).

B. Is the attached Financial Statement for the identical organization as the Bidder? 

______Yes ______ No.

If not, explain the relationship and financial responsibility of the organization whose Financial Statement is provided (i.e., parent/subsidiary, etc.).
1.03 Licensing

A. California Contractors License:
   - License Number: ________________________________
   - Expiration Date: ________________________________
   - Responsible Managing Employee/Officer: ________________________________
   - License Classification(s): ________________________________

B. Has a claim or other demand ever been made against your organization’s California Contractors License Bond? ______ Yes ______ No

   If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

C. Has a complaint ever been filed against your organization’s California Contractors License with the California Contractors State License Board? ______ Yes ______ No

   If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

D. Attach to this Statement true and correct copies of the following:

   1. Your organization’s California Contractors License (the copy must clearly and legibly show: (i) the licensee name; (ii) the expiration date; (iii) the classification(s) of licensure).

   2. The Contractors License Bond posted by your organization in connection with your California Contractors License pursuant to California Business & Professions Code §§7071.5 and 7071.6.

   3. If your organization’s California Contractors License is issued by virtue of the qualification of a responsible managing employee or responsible managing officer, the Qualifiers Bond if required pursuant to California Business & Professions Code §7071.9).
1.04 Experience

A. List the categories of work your organization typically performs with your own forces:


B. Claims and lawsuits (if you answer yes to any of the following, you must attach details).

1. Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project?  _____ Yes  _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

2. Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project?  _____ Yes  _____ No

If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.

3. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization?  _____ Yes  _____ No

If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.

C. On a separate attachment, list all construction projects your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner’s name, name of the owner’s representative and the address and telephone number of the owner and the owner’s representative; (iv) the project architect’s name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.
D. On a separate attachment, list all construction projects completed by your organization in the past five (5) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the owner’s name, name of the owner’s representative and the address and telephone number of the owner and the owner’s representative; (iv) the project architect’s name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

E. Has your organization ever refused to sign a contract awarded to it?
   _____Yes _____ No

   If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

F. Has your organization ever failed to complete a construction contract?
   _____Yes _____ No

   If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

G. Has your organization ever been declared in default of a construction contract?
   _____Yes _____ No

   If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner’s name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.

H. Has any construction contract to which your organization is a party been terminated for the convenience of the project owner?
   _____Yes _____ No

   If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.

I. Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?
   _____Yes _____ No

   If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which each such demand or claim was made; and (iii) the disposition of each such demand or claim.
1.05 **References** (include name, contact person, telephone/FAX and address for each reference provided)

A. Trade References (three (3) minimum)

B. Bank References

C. Public Works Inspectors of Record

D. Owner references (three (3) minimum, preferably California K-12 school districts and/or California community college districts)

E. Insurance Carriers (General Liability, Auto, and Workers’ Compensation)

F. Surety Firms (issuing your Bid, Performance and Payment Bonds)
1.06 Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder’s Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this ______ day of ____________, 20__ at ____________________________.

(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

________________________________
(Signature)

________________________________
(Typed or written name)

END OF SECTION
SECTION 00250

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, ____________________________, as Principal, and ____________________________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter “Obligee,” for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal for the Work commonly described as _BID# 2063 AJ ANNEX REFURBISHMENT OF ADMINISTRATION BUILDING PROJECT_ and the Bid Proposal must be accompanied by Bid Security.

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of TEN PERCENT (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above, inclusive of additive alternate bid items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for Ninety(90) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted, and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids or otherwise procuring said Work or supplies, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.
Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in any way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys’ fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ______ day of ________________, 20____ by their duly authorized agents or representatives.

Bidder:
(Corporate Seal)

____________________
(Principal’s Name)

By: ______________________
(Signature)

____________________
(Typed or Printed Name & Title)

____________________
(Address)

Surety
(Corporate Seal)

____________________
(Surety’s Name)

By: ______________________
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)  (Typed or Printed Name)

____________________
(Address of Surety’s Office where Bond is issued)

____________________
(Area Code and Telephone Number of Surety)
SECTION 00300
AGREEMENT

THIS AGREEMENT is made this ____ day of ____________, 20___, in the County of Los Angeles, State of California, by and between RIO HONDO COMMUNITY COLLEGE DISTRICT, a California Community College District, hereinafter called the “District” and _________________, hereinafter called the “Contractor”, with a principal place of business located at ______________________________.

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1.01 The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as: BID #2063, AJ Annex Refurbishment of Administration Building Project.

Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

1.02 Contract Time. The Work shall be commenced on the date stated in the District’s Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within ____________ (____) calendar days after the date stated in the District’s Notice to Proceed (see Section 1.01 of the Contract Special Conditions and as otherwise provided in the Contract Documents).

1.03 Contract Price. The District shall pay the Contractor as full consideration for the Contractor’s full, complete and faithful performance of the Contractor’s obligations under the Contract Documents, subject to any additions or deduction as provided for in the Contract Documents, the Contract Price of _________________ Dollars ($__________________). The Contract Price is based upon the Contractor’s Base Bid Proposal and the following Alternate Bid Items, if any:

The District’s payment of the Contract Price shall be in accordance with the Contract Documents.

1.04 Liquidated Damages. In the event of the failure or refusal of the Contractor to achieve Completion of the Work of the Contract Documents within the Contract Time, as adjusted, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents.
1.05 **The Contract Documents.** The Contract Documents consist of the following:

- Notice to Contractors Calling for Bids
- Instructions for Bidders
- Bid Proposal
- Subcontractors List
- Non-Collusion Declaration
- DIR
- Bond
- Agreement
- Statement of Bidders Qualifications
- Construction Forms
- Labor and Material Payment Bond
- Performance Bond
- Certificate of Workers Compensation
- Drug Free Workplace Certification
- General Conditions
- Special Conditions
- Labor Compliance Program
- Drawings
- Specifications
- Guarantee

1.06 **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

**DISTRICT**

RIO HONDO COMMUNITY COLLEGE
DISTRICT,
a California Community College District

By: ____________________________
Vice President, Business

**CONTRACTOR**

______________________________
(Contractor’s License Number)

By: ____________________________
Name: __________________________
Title: __________________________

(Corporate Seal)

**END OF SECTION**
SECTION 00400
LABOR AND MATERIAL PAYMENT BOND
(CIVIL CODE §3247)

KNOW ALL MEN BY THESE PRESENTS,

That we, __________________________, as Principal, and __________________________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter "Obligee", for payment of the penal sum of __________________________ Dollars ($_________) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees, has awarded to the Principal a Contract for the work commonly described as: “Bid# 2063, AJ Annex Refurbishment of Administration Building Project”

WHEREAS, the Principal, on or about ____________, 20__, entered into a Contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.
In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ______day of ____________, 20___ by their duly authorized agents or representatives.

__________________________________________
(Firm Name)
By:________________________________________
(Signature)
Typed or Printed Name: _______________________
Title: ______________________________________

__________________________________________
(Firm Name)
By:________________________________________
(Signature of Attorney-in-Fact for Surety)
Typed or Printed Name of Attorney-in-Fact: ______

(Address)

(Area Code and Telephone Number of Surety)

RIO HONDO COMMUNITY COLLEGE
AJ ANNEX REFURBISHMENT OF ADMINISTRATION
BUILDING PROJECT
BID# 2063
SECTION 00410

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we ________________________________, as Principal, and ________________________________, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto RIO HONDO COMMUNITY COLLEGE DISTRICT, hereinafter “Obligee”, for payment of the penal sum of ________________________________ Dollars ($ ____________) in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by action of its Board of Trustees, has awarded to the Principal a Contract for the Work commonly described as: “Bid# 2063, AJ Annex Refurbishment of Administration Building Project”

WHEREAS, the Principal, on or about __________ 20__, entered into a contract with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents (“Contract”), the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract.

WHEREAS, the Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrative, successors and assigns, to the Obligee for the prompt, full and faithful performance of the Contract, which is incorporated herein by this reference.

NOW, THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract as said Contract may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract, including all modifications and amendments thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.
In the event the Principal is declared by the Obligee to be in breach or default in the performance of the Contract, then, after written notice from the Obligee to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

If the Surety does not proceed to cure or remedy the Principal's default(s) of its performance of the Contract with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen (15) calendar days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

Within fifteen (15) calendar days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective or incomplete work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Contract.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for herein above, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal’s failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price.

The Surety, for value received, hereby stipulates and agrees that no change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder, shall in any way limit, restrict, or otherwise affect the obligations of the Surety under this Bond. Surety waives notice of any change or adjustment of the Contract Time or Contract Price, alterations, deletions, additions or any other modifications to the Contract Documents, or the Work to be performed thereunder and agrees to automatically adjust the penal sum of this Bond to reflect any adjustments of the Contract Time or Contract Price which increase the Contract Price.
Principal and Surety agree that if Obligee is required to engage the services of an attorney in connection with enforcement of this Bond, each shall pay Obligee's costs and reasonable attorney's fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained in this Bond survive Final Completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal, which survive Final Completion of the Work.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _______ day of ____________, 20__ by their duly authorized agents or representatives.

(Corporate Seal) (Principal Name)

By: __________________________
    (Signature)

____________________________
    (Typed or Printed Name)

Title: __________________________

(Corporate Seal) (Surety Name)

By: __________________________
    (Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate) (Typed or Printed Name of Attorney-in-Fact)

____________________________
    (Address)

____________________________
    (Area Code and Telephone Number of Surety)
SECTION 00415

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, ______________________________ the ________________________________,
of ______________________________, declare, state and certify that:

By: ______________________________

(Signature)

(Date)
SECTION 00417

DRUG-FREE WORKPLACE CERTIFICATION

I, ____________________________________________, the ____________________________________________, of ____________________________________________, declare, state and certify that:

1.01 I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

1.02 I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

   1. The dangers of drug abuse in the workplace;
   2. Contractor's policy of maintaining a drug-free workplace;
   3. The availability of drug counseling, rehabilitation and employee-assistance programs; and
   4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

1.03 Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
1.04 Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

1.05 Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at __________________________ this _____ day of ________, 20____

(City and State)

____________________________________

(Signature)

____________________________________

(Typed or Printed Name)
SECTION 00520

DISABLED VETERAN BUSINESS ENTERPRISE ("DVBE")
PARTICIPATION GOAL

1. **DVBE Participation Policy.** The District is committed to achieving a Participation Goal for Disabled Veteran Business Enterprises ("DVBEs"). Through the DVBE participation program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.

2. **Definitions.**

2.1 **Disabled Veteran.** A "Disabled Veteran" means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is domiciled in the State of California.

2.2 **Disabled Veteran Business Enterprise.** A "Disabled Veteran Business Enterprise" ("DVBE") means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, pursuant to Military and Veterans Code §999, or an enterprise certifying that it is a DVBE by meeting all of the following requirements: (a) it is a sole proprietorship at least fifty-one percent (51%) owned by one or more Disabled Veterans, or in the case of a publicly owned business, at least fifty-one percent (51%) of its stock is owned by one or more Disabled Veterans; or a subsidiary wholly owned by a parent corporation, but only if at least fifty-one percent (51%) of the stock of the parent corporation is owned by one or more Disabled Veterans; or a joint venture in which at least fifty-one percent (51%) of the joint venture's management and control and earnings are held by one or more Disabled Veteran; (b) the management and control of the daily business operations are by one or more Disabled Veterans; provided that the Disabled Veteran(s) exercising management and control of the business enterprise are not required to be the same Disabled Veteran(s) who is/are the equity Owner(s) of the business enterprise; and (c) it is a sole proprietorship, corporation, or partnership with its home office located in the United States and which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business. The terms "foreign corporation" "foreign firm" and "foreign-based business" shall be deemed to mean a business entity that is incorporated or which has its principal headquarters located outside the United States of America.

3. **DVBE Participation Goal.** The term "Participation Goal" is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The Participation Goal is not a quota, set-aside or rigid proportion. Through action of the District’s Board of Trustees, the District has established a DVBE Participation Goal of Three Percent (3%) of the total Contract Amount.

4.1 Certification of Participation. At the time of execution of the contract, the Contractor will provide a statement to the District of anticipated participation of Disabled Veteran Business Enterprises in the contract.

4.2 Submission of Report. During performance of the Contract, Contractor shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract. Contractor shall report on a monthly basis all DVBE’s utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In addition, upon completion of the Work of the Contract, Contractor shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. The submission to the District of such report shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The District reserves the right to request additional information or documentation from the Contractor evidencing efforts to comply with the DVBE Participation Goal.

4.3 Contract Audit. Contractor agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to the performance of the Contract. Contractor agrees that the District, or its designee, shall have access to any of Contractor’s premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal.
CERTIFICATION – PARTICIPATION OF DISABLED VETERAN BUSINESS ENTERPRISES

I certify that I have read the foregoing SECTION 00520 DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) PARTICIPATION GOAL and will comply with the requirements as set forth in this contract.

Signature ____________________________

Typed or Printed Name ____________________________

Title ____________________________

Company ____________________________

Street Address ____________________________

City, State, Zip ____________________________

Telephone ____________________________

Fax ____________________________

E-mail ____________________________
DVBE PARTICIPATION REPORT

Contractor Name: ______________________________________

Project Name: _________________________________________

Date: _________________________________________________

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<th>Firm Name of DVBE</th>
<th>Trade/Portion of Work</th>
<th>Value of Work</th>
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Does the cumulative dollar value of the foregoing DVBE participation meet or exceed three percent (3%) of the final Contract Amount, as adjusted by all change orders?

YES ___________ NO ___________

If your response is "NO", please attach to this Report a detailed description of the reasons for your failure to achieve the District's DVBE Participation Goal.
SECTION 00530

GUARANTEE

RIO HONDO COMMUNITY COLLEGE DISTRICT

__________________________ (Contractor's Name) hereby unconditionally guarantees that the work performed under and pursuant to District’s Contract No.________ for the Project known as – “Bid # 2063, AJ Annex Refurbishment of Administration Building Project” (“Project”) has been done in strict accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor’s expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys’ fees, necessarily incurred upon the Contractor’s refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor’s expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District’s rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District’s rights on such contract.
CONTRACTOR’S SIGNATURE

SUBCONTRACTOR’S SIGNATURE

Representative to be contacted for services:

Name: ________________________________

Address: ______________________________

Phone No.: ____________________________

Fax No.: ______________________________
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ARTICLE 1: DEFINITIONS; GENERAL

1.1 Architect. The Architect is the person or entity identified as such in the Agreement; references to the "Architect" includes the Architect's authorized representative and his, her or its successor(s).

1.2 Construction Equipment. "Construction Equipment" is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.3 Contract Documents. The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.4 Contract Document Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District, its agents or representatives. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other similar areas; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.5 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

1.6 Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.7 Days. Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

1.8 Deferred Approval Items. Deferred approval items are those items that shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect/Engineer and the Division of the State Architect.

1.9 District. The "District" refers to Rio Hondo Community College District and its authorized representatives, including the Construction Manager, the Program Manager, the District's Board of Trustees and the District’s officers, employees, agents and representatives.

1.10 District's Inspector. The District's Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The District's Inspector shall be authorized to act on behalf of the District as provided for in the
Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.11 Division of State Architect ("DSA"). The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulation Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.12 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules, notes or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

1.13 Intent and Correlation of Contract Documents.

1.13.1 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control. Work not particularly detailed, marked or specified shall be the same as similar parts that are detailed, marked or specified.

1.13.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms, which have, well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.13.3 Conflict in Contract Documents. The Contract Documents are intended to be fully cooperative and to agree. If Contractor observes any conflict, inconsistency or ambiguity, Contractor shall promptly notify the District and the Architect in writing of such conflict, inconsistency or ambiguity prior to commencement of affected Work. If a conflict, inconsistency or ambiguity arises, the following order or precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to create an absurd or costly result: Special Conditions shall take precedence over General Conditions, Specifications shall take precedence over Drawings and shall govern as to materials, workmanship and installation procedures. Plans identify the scope and location of the Work. With regard to Drawings, figures govern over scaled dimensions, larger details
govern over general drawings, addenda and change order drawings govern over contract drawings, contract drawings govern over standard drawings.

1.14 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.15 Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction by the District or by separate contractors.

1.16 Construction Manager. The Construction Manager, if any, is the individual or entity designated as such in the Special Conditions. The Construction Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. The removal or replacement of the designated Construction Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

1.17 Record Documents. The Record Documents are a set of the Drawings and Specifications marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Documents shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.18 Shop Drawings; Samples; Product Data (“Submittals”). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor of any tier, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as “Submittals”.

1.19 Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.

1.20 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.

1.21 Special Conditions. If made a part of the Contract Documents, Special Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.22 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond or other bonds provided by the Contractor.
1.23  **Work.** The "Work" is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

**ARTICLE 2: DISTRICT**

2.1  **Information Required of District.**

2.1.1  **Surveys; Site Information.** District may provide information concerning physical characteristics of the Site. Information not provided by the District concerning physical characteristics of the Site, which is required, shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2  **Drawings and Specifications.** All of the Drawings and the Specifications shall remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.

2.1.3  **Furnishing of Information.** Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist.

2.2  **District’s Right to Stop the Work.** In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated, if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

2.3  **Partial Occupancy or Use.**

2.3.1  **District’s Right to Partial Occupancy.** The District may occupy or use any completed or partially completed portion of the Work, provided that the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance
and the period for correction of the Work and commencement of warranties required by the
Contract Documents for such portion of the Work partially used or occupied by the District.
If the Contractor and the District are unable to agree upon the matters set forth above, the
District may nevertheless use or occupy any portion of the Work, with the responsibility for
such matters subject to resolution in accordance with the Contract Documents. Immediately
prior to such partial occupancy or use of the Work, or portions thereof, the District, the
District's Inspector, the Contractor and the Architect shall jointly inspect the portions of the
Work to be occupied or to be used to determine and record the condition of the Work. The
District’s use or occupancy of the Work or portions thereof pursuant to the preceding shall
not be deemed “completion” of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly
agreed upon by the District and the Contractor, the District's partial occupancy or use of the
Work or any portion thereof, shall not constitute the District's acceptance of the Work not
complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 The District's Inspector. In addition to the authority and rights of the District's Inspector as
provided for elsewhere in the Contract Documents, all of the Work shall be performed under the
observation of the District's Inspector in accordance with the provisions of Title 24 of the California
Code of Regulations. The District's Inspector shall have access to all parts of the Work at any time,
wherever located, including shop inspections, and whether partially or completely fabricated,
manufactured, furnished or installed. The performance of the duties of the District's Inspector under
the Contract Documents shall not relieve or limit the Contractor's performance of its obligations
under the Contract Documents.

ARTICLE 3: ARCHITECT

3.1 Architect's Administration of the Contract.

3.1.1 Administration of Contract. The Architect will provide administration of the
Contract as described in the Contract Documents, and will be one of the District's
representatives during construction until the time that Final Payment is due the Contractor.
The Architect will advise and consult with the District, the Construction Manager and the
District's Inspector with respect to the administration of the Contract and the Work. The
Architect shall have the responsibilities and powers established by law, including Title 24 of
the California Code of Regulations.

3.1.2 Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to
the stage of construction to become generally familiar with the progress and quality of the
completed Work and to determine, in general, if the Work is being performed in a manner
indicating that the Work, when completed, will be in accordance with the Contract
Documents. The Architect will not be required to make exhaustive or continuous Site
inspections to check quality or quantity of the Work. On the basis of Site observations as an
architect, the Architect will keep the District informed of the progress of the Work, and will
endeavor to guard the District against defects and deficiencies in the Work.

3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences.
The Architect will not have control over or charge of and will not be responsible for
construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Verification of Applications for Payment. In accordance with Article 8 hereof, the Architect, in conjunction with the Construction Manager, will review the Contractor's Applications for Progress Payments and for Final Payment, verify the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, additional inspections or testing of the Work may be conducted, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.1.6 Architect's Review of Submittals. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for conformance with the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents. The Architect’s review and return of Submittals will require a minimum of fourteen (14) days from date of receipt of complete submittal. Deferred approval submittals indicated in the Contract Documents require additional time for processing and review of all submittals.

3.1.7 Changes to the Work; Change Orders. The Architect in conjunction with the Construction Manager will prepare Change Orders and may authorize minor changes in the Work in accordance with Article 9.9 hereof.
3.1.8 Completion. The Architect will conduct observations to determine the date(s) of interim milestones, if any, and the dates of Substantial and Final Completion. The Architect will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.1.9 Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor, or as deemed necessary. The Architect's response to such requests will be made in writing with reasonable promptness and within the time limits specified in the Contract Documents. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings with transmittal letter. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

ARTICLE 4: THE CONTRACTOR

4.1 Communications. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; oral communications, unless reduced to writing, are not binding on the parties. Communications between the Contractor and the District shall be through the District’s Construction Manager. Communications between separate contractors, if any, shall be through the District’s Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

4.2 Contractor Review of Contract Documents.

4.2.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the District any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior written notice to the District of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

4.2.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to
the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the District at once.

4.2.3 Dimensions; Layouts and Field Engineering. Dimensions indicated in the Drawings are intended for reference only. The Contractor shall be solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and/or establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

4.2.4 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively “the Conditions”), it shall be the affirmative obligation of the Contractor to timely notify the District, in writing immediately, but no later than three (3) calendar days, of the Conditions encountered and to request information from the District necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the District in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions, the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. The Contract Time shall not be subject to adjustment in the event that the Contractor fails to timely request information from the Architect. The foregoing notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District.

4.2.5 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

4.3 Site Investigation; Subsurface Conditions.

4.3.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary
to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

4.3.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed nor warranted by the District to be complete and accurate. The Contractor shall examine all subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

4.3.3 Subsurface Conditions.

4.3.3.1 Procedures. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the District's Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine
not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3.3.2 **Trenching.** For all excavations in excess of five (5) feet involving an estimated expenditure in excess of $25,000, Contractor shall submit to the District for acceptance a detailed Drawing showing the design of shoring, bracing, sloping or other provisions to be made for the protection of workmen from the hazard of caving ground. If such design varies from the standards established by the Construction Safety Orders of the California Division of Industrial Safety, the Drawing shall be prepared by a registered civil or structural engineer. None of the aforementioned trenching shall be started before Contractor receives notification of acceptance from the District. Contractor shall comply with all other applicable requirements of California Labor Code §6705, and as therein provided, no provisions of that Section or this Section shall be construed to impose tort liability upon the District. In any event, Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Project premises prior to commencement of any excavation.

4.4 **Supervision and Construction Procedures.**

4.4.1 **Supervision of the Work.** The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.4.2 **Responsibility for the Work; Coordination of the Work.** The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, District's Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor. The Contractor shall be responsible for all necessary or appropriate coordination of the Work and component parts thereof so that Substantial Completion of the Work will be achieved within the Contract Time and the Work will be completed for the Contract Price. The coordination of the Work is a material obligation of the Contractor hereunder and shall include without limitation, conducting regular coordination meetings with its Subcontractors and Material Suppliers, sequencing the operations of Subcontractors and Material Suppliers, and adapting its planned means, methods and sequences of construction operations as necessary to accommodate field or changed conditions at the Site.

4.4.3 **Surveys.** The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work. The Contractor shall be responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and
stakes for the Work, the cost of which shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

4.4.4 Construction Utilities. The Contractor shall arrange for the furnishing of and shall pay the costs of all utility services, including, without limitation, electricity, water, gas and telephone necessary for performance of the Work and the Contractor's obligations under the Contract Documents. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including meters, to the Site. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.4.5 Existing Utilities; Removal, Relocation and Protection. In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the utility district to provide for removal or relocation of such utility facilities. Nothing in this Article 4.4.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a price determined in accordance with Article 9 of these General Conditions.

4.4.6 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.4.6.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will address items such as the Contractor's access to the Site,
review of construction procedures and requirements and other matters pertaining generally to construction of the Work.

4.4.6.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents. The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

4.4.6.3 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors as requested by the District and other Project participants.

4.4.6.4 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) dates of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.5 Labor and Materials.

4.5.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, applicable taxes, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.5.2 Employee Discipline and Skills. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor of any tier, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its project employees and direct any Subcontractor of any tier to dismiss from their employment on the project any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.
4.5.3 Contractor's Superintendent and Project Manager. The Contractor shall employ a competent superintendent, project manager and all necessary assistants who shall be in attendance at the Site at all times during performance of the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's superintendent and/or project manager. The superintendent shall represent the Contractor at the Site and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall dismiss from the project the superintendent, project manager or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement superintendent, project manager or assistant.

4.5.4 Prohibition on Harassment.

4.5.4.1 District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.5.4.2 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.5.4.

4.5.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.5.4.2 above. Any person performing or providing Work on or about the Site who engages in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal.
and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, the District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.5.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.6 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.7 Permits, Fees and Notices; Compliance with Laws.

4.7.1 Payment of Permits, Fees. Unless otherwise provided in the Contract Documents, the Contractor shall secure, pay for, and include in the Contract Price the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work.

4.7.2 Compliance with Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

4.7.3 Notice of Variation from Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the District, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the District, the Contractor shall assume full responsibility for such Work and shall bear the
attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.8 Submittals.

4.8.1 Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively “Submittals”) are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.8.2 Contractor's Submittals.

4.8.2.1 Prompt Submittals. The Contractor shall review, confirm and submit to the Architect with the number of copies of Submittals within the timeframes required by the Contract Documents. Contractor’s submission of Submittals in conformity with the Submittal Schedule is a material consideration of the Contract. In the event that the District reasonably determines that all or any portion of any Submittal fails to comply with the requirements of the Contract Documents and/or such Submittals are not otherwise complete and accurate so as to require re-submission more than one (1) time, Contractor shall bear all costs associated with the review and approval of such resubmitted Submittals; provided that such costs are in addition to, and not in lieu of, any liquidated damages imposed under the Contract Documents for Contractor's delayed submission of Submittals. Submittals not required by the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittals.

4.8.2.2 Approval of Contractor’s Confirmation of Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment of the Contract Time or the Contract Price.

4.8.2.3 Verification of Submittal Information. By approving and submitting Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

4.8.2.4 Information Included in Submittals. All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each
Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Architect's review, evaluation and approval of the Contractor's Submittals.

4.8.2.5 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's approval of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the District has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect’s approval thereof.

4.8.2.6 No Performance of Work without Approval. The Contractor shall perform no portion of the Work requiring the Architect’s review and approval of Submittals until the Architect has completed its review and granted its approval of such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully approved.

4.8.3 Architect Review of Submittals. The purpose of the Architect’s review of Submittals and the time for the Architect’s return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents, including without limitation, Article 3.1.6 of the General Conditions. If the Architect returns a Submittal as rejected or requiring correction(s) and re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in order to obtain the Architect's approval. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

4.8.4 Deferred Approval Items. In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time.

4.9 Materials and Equipment.

4.9.1 Specified Materials, Equipment. Except as otherwise provided, references in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.
4.9.2 Approval of Or Equal, Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that the Contractor provides advance written notice to the District of such proposed or equal, substitution or alternative and certifies to the District that the quality, performance capability, functionality and appearance of the proposed alternative or substitute will meet or exceed the quality, performance capability, functionality, and appearance of the item or process specified, and must demonstrate to the District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit all data to the District to permit the Architect’s proper evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the District's prior approval of the same; any alternative or substitution installed or incorporated into the Work without first obtaining the District's approval of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision shall be final regarding the approval or disapproval of the Contractor's proposed substitutions or alternatives. In the event a substitution or alternative is approved by the District and purchase, fabrication and/or installation or such approved substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees of the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any approved substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.9.3 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor of any tier performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor. Upon request of the District, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor of any tier.

4.9.4 District's Right to Place Orders for Materials and/or Equipment. If the
Contractor fails or refuses to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that such orders have not been placed in a manner that assures timely delivery of such materials and/or equipment to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises such right, the District’s conduct in that regard does not assume control of the work. Rather, Contractor remains responsible for the means, methods, techniques, sequences or procedures for completion of the Work and is not relieved from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.10 Safety

4.10.1 Safety Programs. The District has implemented an Injury and Illness Prevention Program (“IIPP”) in accordance with the provisions of Labor Code §§ 3201.5 and 6401.7. If the Contractor elected at bid time to adopt the District’s IIPP pursuant to paragraph 4.2.5 of the Instructions for Bidders, Contractor shall perform the Work in accordance with the provisions of the District’s IIPP. If at bid time the District determined that the Contractor’s IIPP was instituted in accordance with Labor Code §§ 3201.5 and 6401.7, the District agrees that such IIPP may be used by the Contractor for the performance of the Work and Contractor shall perform the Work in accordance therewith. Contractor shall be solely responsible for ensuring that all Work of the Project, whether performed by the Contractor, Subcontractors or Sub-Subcontractors or others, is performed in accordance with the agreed upon IIPP for the Project and as required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work, and including but not limited to the terms and conditions of the District’s OCIP Procedures Manual (Section 00650 of the Contract Documents).

4.10.2 Contractor’s/Subcontractors’ Safety Coordinators. The Contractor shall designate, and shall require each Subcontractor and Sub-Subcontractor to designate, a responsible member of that entity’s organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance of safety precautions and programs (“Safety Coordinator”). This person shall be the Contractor's, Subcontractor’s or Sub-Subcontractor’s superintendent unless otherwise designated by the Contractor, Subcontractor or Sub-Subcontractor in writing to the District.

4.10.3 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or the
Contractor's Subcontractors of any tier; and (iii) other property or items at the site of the
Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways,
structures and utilities whether or not designated for removal, relocation or replacement in
the course of construction. The Contractor shall erect and maintain, as required by existing
conditions and conditions resulting from performance of the Contract, reasonable safeguards
for safety and protection of property and persons, including, without limitation, posting
danger signs and other warnings against hazards, promulgating safety regulations and
notifying District and users of adjacent sites and utilities. The Contractor shall give or post
all notices required by applicable law and comply with applicable laws, ordinances, rules,
regulations and lawful orders of public authorities bearing on safety of persons or property or
their protection from damage, injury or loss.

4.10.4 OCIP Safety Coordinators. In furtherance of the District’s OCIP insurance
program, the District may provide one or more OCIP Safety Coordinators for the Project.
Such OCIP Safety Coordinators shall be independent contractors retained by the District’s
OCIP Administrator and shall be authorized to act on behalf of the District for the purpose of
monitoring Contractor’s compliance with applicable safety laws, ordinances, regulations or
governmental orders. No act, omission or other conduct on the part of the OCIP Safety
Coordinator shall be construed to limit, restrict or relieve the Contractor from Contractor’s
sole responsibility for ensuring that all Work of the Project is performed in accordance with
applicable laws, ordinances, rules, regulations and lawful orders of public authorities.

4.10.5 Safety Committee Meetings. The Contractor’s Safety Coordinator and the Safety
Coordinator of certain major Subcontractors as designated by the District shall form a Safety
Committee for the Project. The Safety Committee shall attend Safety Meetings chaired by
representatives of the District’s OCIP Administrator. Such meetings will generally include
Site safety issues as agenda items. The purposes of the Safety Meetings include providing a
formal and regular forum for discussion of safety issues and review of progress or resolution
of previously raised issues and action items assigned to the Project participants. Safety
meetings will be conducted at regular intervals (monthly unless otherwise expressly
indicated elsewhere in the Contract Documents). Following conclusion of each Safety
Meeting, the OCIP Administrator will prepare and distribute minutes reflecting the items
addressed and actions taken at the meeting. Unless the Contractor notifies the OCIP
Administrator in writing of objections or corrections to minutes prepared hereunder within
five (5) days of the date of distribution of the minutes, the minutes as distributed shall
constitute the official record of the meeting. If the Contractor timely interposes objections or
notes corrections, the resolution of such matters shall be addressed at the next scheduled
Safety Meeting.

4.10.6 Site Safety Surveys. The OCIP Safety Coordinator, in conjunction with members of
the Safety Committee and representatives of the OCIP insurers, shall conduct on-Site
surveys to monitor unsafe acts or unsafe conditions as determined by applicable laws,
ordinances and regulations. In the event the OCIP Safety Coordinator observes an unsafe act
or condition, the OCIP Safety Coordinator shall notify the Contractor’s Safety Coordinator
of the observed unsafe act or unsafe condition and recommend that the item be corrected to
conform to applicable laws, ordinances and regulations. Such recommendation shall not
include any direction or recommendation concerning the means, methods, techniques, sequences or procedures for correction of the item, such being the sole responsibility of the Contractor. Under no circumstances shall any recommendation, action, direction, omission or other conduct of the OCIP Safety Coordinator result in any adjustment of the Contract Price or Contract Time.

4.10.7 **Emergencies.** In an emergency affecting safety of persons or property, the Contractor shall promptly act to prevent threatened damage, injury or loss.

4.11 **Hazardous Materials.**

4.11.1 **Use of Hazardous Materials.** In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof. Unless otherwise provided, Contractor shall be solely responsible for the transportation and disposal of any Hazardous Materials on or about the Site.

4.11.2 **Prohibition on Use of Asbestos Containing Building Materials ("ACBMs").** Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. If any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the District of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.
4.11.3 **Encountering of Hazardous Materials.** If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for their containment, removal, abatement or handling, the Contractor shall immediately stop the Work in the affected area and shall immediately notify the District, in writing, of such condition. The Contractor shall diligently proceed with the Work in all other unaffected areas. The Contractor shall proceed with the Work in the affected area only after the Hazardous Materials have been rendered harmless, contained, removed or abated. Adjustments, if any, to the Contract Time or Price shall be made in accordance with Articles 7 and 9.

4.11.4 **Material Safety Data Sheets.** Contractor is required to insure that Material Safety Data Sheets (MSDS) for any material requiring a MSDS pursuant to the federal “hazard communication” standard or employee’s right-to-know law are available in a readily accessible place on the Work premises. The Contractor is also required to insure (i) the proper labeling of any substance brought onto the Work premises, and (ii) that the persons working with the material, or within the general area of the material, are informed about the hazards of the substance and follow proper handling and protection procedures.

4.11.5 **Compliance with Proposition 65.** Contractor is required to comply with the provisions of California Health and Safety Code § 25249.5, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with such statutory provisions and to fully comply with the requirements set forth therein.

4.12 **Maintenance of Documents.**

4.12.1 **Documents at Site.** The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Requests for Information and responses thereto; (v) Record Drawings; (vi) Material Safety Data Sheets (“MSDS”) accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vii) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the District’s Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing, except for (vii), shall be assembled and transmitted to the District.

4.12.2 **Maintenance of Record Documents.** During its performance of the Work, the Contractor shall continuously maintain Record Documents which are marked to indicate all field changes made to adapt the Work depicted in the Documents to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. The Record Documents shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. The District’s inspection or review shall not be deemed to be the District's
approval or verification of the completeness or accuracy of the Record Documents. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Documents or to make available the Record Documents for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Payments to the Contractor are conditioned upon continuous maintenance and completion of the Record Documents pursuant to Articles 8.3.2 and 8.3.3. If the Contractor fails or refuses to continuously maintain the Record Documents in a complete and accurate manner, the District may take appropriate action to cause such maintenance, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 **Use of Site.** The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

4.14 **Noise and Dust Control.** The Contractor shall be responsible for complying with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency’s Noise Control Program (Code of Federal Regulations, Title 40, Part 204). The Contractor shall be solely responsible for maintaining all areas of the Work free from all materials and products that by becoming airborne may cause respiratory inconveniences to District students and personnel. Damages and/or any liability derived from the Contractor’s failure to comply with these requirements shall be the sole cost of the Contractor, including all penalties incurred for violations of local, state and/or federal regulations.

4.14.1 The Contractor shall be fully and solely responsible for maintaining and up keeping all areas of the Work and Project Premises, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust in general as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or other elements that may accumulate on top of equipment, on walls, on floors, furniture and/or any other permanent or movable items. Prior to the commencement of any Work, the Contractor shall determine the probabilities of creating such an environment and provide all of the necessary protective equipment and/or items to contain the dust or airborne elements under a complete and secured control. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable; State and/or Federal regulations. Additionally, the Contractor shall be the sole party responsible to clean up and remove any and all deposits of dust and other elements. Damages and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of local, state and/or federal regulations, and any amounts expended by the District to pay such damages shall be due and payable to the District. The District may also retain or withhold any amounts expended hereunder from progress payments otherwise due Contractor in accordance with the Contract Documents. Contractor shall protect all of the District's property, fixed or movable, and
shall replace any damaged item or part thereof and professionally clean any end all items that might became covered or partially covered to any degree by dust or other airborne elements. If school is in session at any point during the progress of the Project, and, in the District's reasonable discretion, (lying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract Time as a result of any such rescheduling or the making of such other arrangements.

In the event that the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of this Contract, the District shall so notify the Contractor and the Contractor shall be obligated to take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from the District's notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred in connection with such actions shall be the sole responsibility of, and be borne by, Contractor.

4.15 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly in accordance with the Contract Documents. Only tradespersons skilled and experienced in cutting and patching shall perform such work. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.16 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material, rubbish or excess materials and equipment, placed, caused by performance of the Work. The Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste and excess material, tools, Construction Equipment, machinery, temporary facilities and barricades, and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Construction Manager is authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.17 Access to the Work. The Contractor shall provide the DSA, the District, the LCP administrator, the Construction Manager, the District's Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

4.18 Information for the District's Inspector. The Contractor shall furnish the District's
Inspector access to the Work for obtaining such information as may be necessary to keep the
District's Inspector fully informed respecting the progress, quality and character of the Work and
materials, equipment or other items incorporated therein.

4.19 Inspector’s Field Office. The Contractor shall provide and include in the Contract Price a
temporary furnished office at the Site as specified in the Special Conditions or elsewhere in the
Contract Documents, for use by the District, the Construction Manager and the District's Inspector,
until removal of the same is authorized by the District.

4.20 Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold
harmless the District and its agents, employees and officers from any claim, demand or legal
proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of
patent rights in connection with performance of the Work under the Contract Documents.

4.21 Prevailing Wage Rates; Employment of Labor.

4.21.1 Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part
7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has
obtained from the Director of the Department of Industrial Relations the general prevailing
rate of per diem wages and the prevailing rate for holiday and overtime work in the locality
in which the Work is to be performed. These rates are on file at the District’s principal
office. The Contractor shall post, at appropriate and conspicuous locations on the Site, a
schedule showing all determined general prevailing wage rates.

4.21.2 Payment of Prevailing Rates. This Project is a public works project as defined in
Labor Code §1720, and must be performed in accordance with the requirements of Labor
Code §§1720 to 1815 and Title 8 California Code of Regulations §§16000 to 17270, which
govern the payment of prevailing wage rates on public works projects. The Contractor, and
any Subcontractor, of any tier, shall pay their workers engaged in the Work not less than the
general prevailing wage rate, regardless of any contractual relationship which may be
alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.
Contractor, consistent with California Public Contract Code §6109, is prohibited from
performing a portion of work with a Subcontractor who is debarred pursuant to Labor Code
§§1777.1 or 1777.7.

4.21.3 Prevailing Wage Penalty. The Contractor shall, as a penalty, forfeit up to Fifty
Dollars ($50.00) to the District for each calendar day or portion thereof, for each worker paid
less than the prevailing rates as determined by the Director of the Department of Industrial
Relations for such work or craft in which such worker is employed for the Work by the
Contractor or by any Subcontractor, of any tier. Pursuant to California Labor Code §1775,
the difference between prevailing wage rates and the amount paid to each worker each
calendar day, or portion thereof, for which each worker paid less than the prevailing wage
rate, shall be paid to each worker by the Contractor.

4.21.4 Sufficient Contract Price. Contractor represents and warrants that the Contract
Price includes sufficient funds to allow Contractor and all Subcontractors to comply with all
applicable laws and contractual agreements. Contractor shall defend, indemnify and hold the
District harmless from and against any and all claims, demands, losses, liabilities and
damages arising out of or relating to the failure of Contractor or any Subcontractor to comply with any applicable law in this regard, including, but not limited to Labor Code §2810. Contractor agrees to pay any and all assessments, including wages, penalties, forfeitures and liquidated damages, made or asserted against the District in relation to any such failure.

4.21.5 Payroll Records.

4.21.5.1 Submission of Certified Payroll Records to District. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate certified payroll record, 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 person employed for the Work. If there is no work in a given week or on a given day, Contractor and each Subcontractor must keep a certified Non-Performance payroll record, indicating “no work” for that week or day(s). Contractor shall submit all certified payroll records to the Program Manager in complete, unredacted form with an original signature on the Statement of Compliance along with, and as a condition to, its Application for Payment.

4.21.5.2 Inspection of Certified Payroll Records. Additionally, the certified payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address.

4.21.5.3 Submission of Payroll Records. Contractor shall provide, and shall cause all Subcontractors to provide, payroll records as defined in Title 8 California Code of
Regulations §16000 to the District, within ten (10) days of written request, at no cost to the District. The District will not return documents to Contractor.

4.21.5.4 Penalty For Noncompliance. In the event of noncompliance with the requirements of this Article 4.21.5, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars ($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, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The responsibility for compliance with the foregoing provisions shall rest upon the Contractor.

4.21.5.5 Liquidated Damages. Should Contractor neglect, fail or refuse to submit any documents pursuant to this Article 4.21.5, Contractor agrees to pay to the District the sum of twenty-five ($25) dollars per worker per day in liquidated damages, not as a penalty but as liquidated damages, for every day beyond ten (10) days after such documents are due. The liquidated damages amounts are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District’s actual damages in the event of failure to submit such documents. The Contractor and District specifically agree that said amounts are reasonable estimates of the District’s damages in such event, and that such amounts do not constitute a penalty. The Contractor and District acknowledge and agree that the liquidated damages contained in this provision are reasonable under the circumstances existing at the time of the Contractor’s execution of the Contract.

4.21.6 Hours of Work.

4.21.6.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.21.6.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Labor Code §1810 et seq.

4.21.6.3 Contractor Responsibility. Any Work performed by workers necessary to
be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District.

4.21.7 Apprentices.

4.21.7.1 Employment of Apprentices. Labor Code §1777.5 and Title 8 California Code of Regulations §200 et seq. provide detailed requirements for employing apprentices on public works projects. Contractor is responsible for compliance with Labor Code §1777.5 and applicable regulations on the Project. This responsibility includes, but is not limited to, the obligation to employ properly registered apprentices and pay such apprentices at least the prevailing wage rate for their appropriate apprentice classification. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. This Article 4.21.7 shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contract involves less than Thirty Thousand Dollars ($30,000.00). The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.21.7.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for and obtain a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards for that craft or trade.

4.21.7.3 Contract Award Information. Contractor shall submit contract award information using the Division of Apprenticeship Standards (DAS 140) Form to the applicable apprenticeship committee within ten (10) days of the date of execution of contract and no later than the first day of work as per Title 8 California Code of Regulations §230. Contractor shall submit a copy of the completed DAS 140 Form to the District’s Labor Compliance Program at the same time.
4.21.7.4 **Ratio of Apprentices to Journeymen.** The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be no higher than the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. Any ratio shall apply during any day or portion of a day when any journeyman is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed. The Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract, and Subcontractors before the end of the subcontract. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Any Work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the hourly ratio required by this Article. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of an apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. Upon proper showing by the Contractor or Subcontractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5.

4.21.7.5 **Exemption from Ratios.** The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under a public works contract would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.21.7.6 **Contractor's Compliance.** The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is that of the Contractor. In the event the Contractor knowingly fails to comply with the provisions of this Article and California
Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall forfeit, as a civil penalty, not more than One Hundred Dollars ($100.00) for each calendar day of noncompliance. A contractor or subcontractor that knowingly commits a second or subsequent violation of this Article and California Labor Code §1777.5 shall forfeit as a civil penalty not more than Three Hundred Dollars ($300.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of a determination that a civil penalty has been assessed by the Chief of the Division of Apprenticeship Standards, the District shall withhold such amount from the Contract Price then due or to become due. In the event a Contractor or Subcontractor is determined by the Chief to have knowingly committed a serious violation of Labor Code §1777.5, the Chief may also deny the Contractor or Subcontractor and its responsible officers the right to be on or be awarded or perform work as a subcontractor on any public works contract for a period of up to one (1) year for a first violation and up to three (3) years for a second or subsequent violation.

4.21.8 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.21.8 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor of any tier performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.22 Labor Compliance Program. Pursuant to California Labor Code §1771.7, District has implemented a Labor Compliance Program, initially approved on April 9, 2003. Contractor shall post “Notice of Initial Approval” of the District's Labor Compliance Program at the Site in accordance with 8 California Code of Regulations §16429. The Labor Compliance Program includes, without limitation, provisions requiring Contractor to comply with the prevailing rates of wages, maintenance and submission of weekly certified payroll records, employment of apprentices and, compliance with legal hours of work, and debarment. Contractor, and any Subcontractors, are required to comply with the requirements of the Labor Compliance Program, at no additional cost to District. Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work, requiring each Subcontractor, of every tier, who furnishes any labor for the performance of Work, to comply with these provisions at no additional cost. Contractor and all Subcontractors shall comply with California Labor Code §§1720-1781, applicable regulations and the Labor Compliance Program, and shall pay appropriate penalties for failure to comply pursuant to the California Labor Code, including, but not limited to, Sections 1775, 1776, 1777.7 and 1813, and the Labor Compliance Program. Contractor will be responsible for all failures by all Subcontractors, to comply with the
District’s LCP requirements. Contractor shall attend any pre-construction meetings held by the District and/or its Labor Compliance Program to discuss labor requirements. Contractor and the Subcontractors shall allow the District, its Labor Compliance Program, the Department of Industrial Relations and designated representatives of each to conduct worker interviews at the Site during working hours. Compliance by Contractor with the requirements of this Article shall be a condition to Contractor’s right to payment under its Applications for Payment. For questions or assistance concerning the Labor Compliance Program, please contact Ben Ocasio or Sophia Espinoza of The Solis Group, 234 N. El Molino Avenue, Suite 202, Pasadena, CA 91101, (626) 685-6989.

4.23 Not Applicable

4.24 Assignment of Antitrust Claims. Pursuant to California Public Contract Code §7103.5, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Public Contract Code §7103.5, the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. Upon request, the Contractor shall provide to the District copies of executed Subcontracts and Purchase Orders, including amendment thereto, to which Contractor is a party within seven (7) days of District’s request for same. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders shall be deemed the Contractor's default of a material term of the Contract Documents.
5.2 Substitution of Listed Subcontractor.

5.2.1 Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs and fees incurred by the District in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor. Neither the substitution nor the District's consent to Contractor's substitution of a listed Subcontractor shall relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. In the event that the District determines that revised or additional Submittals are required of the newly substituted Subcontractor, the District shall promptly notify the Contractor, in writing, of such requirement and the time for submittal. In the event that the revised or additional Submittals are not submitted by Contractor within the time specified, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.8 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.8 of these General Conditions. Contractor shall reimburse the District for all fees and costs incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.3 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply and/or install items to built into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Not Applicable
6.2 Not Applicable
6.3 Not Applicable
6.4 Not Applicable
6.12 Insurance Provided by Contractor / Subcontractors. The Contractor shall, for the duration of the Contract, provide and maintain insurance and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Article 6.18) to provide and maintain insurance of the type and in the limits as set forth below and in the Supplemental Conditions (“Non-OCIP Insurance”). Except as otherwise provided in Article 6.2.4, the Non-OCIP Insurance is intended to cover employee injury, personal injury, bodily injury and property damage liability for work performed away from the Project Site and for Work of the Project performed after Final Acceptance. Such insurance shall name the parties required to secure same as insureds and shall be in a form and through issuing companies acceptable to the District. Such insurance may be provided in single policy or multiple policies (primary and excess), including an umbrella form. Such insurance shall contain a defense of suits provision and shall provide the coverages set forth in this Article 6.12 under the following conditions:

(a) Notwithstanding any inconsistent statement in the policies obtained by Contractor, Subcontractors or Sub-Subcontractors, or any endorsement or certificate attached thereto, it is agreed that the District, its officers, agents, employees and representatives, the Construction Manager, the Architect, the IOR and the OCIP Administrator, and their respective officers, agents, employees and representatives, are additional insureds (for all coverages except Workers’ Compensation / Employer’s Liability), and that coverage is provided for all operations, uses, occupation, acts and activities of such insureds under the Contract Documents, as may be amended or adjusted, regardless of whether liability is attributable to the insured or a combination of the insured and one or more additional insureds. Upon District’s request, the Contractor, Subcontractors and Sub-Subcontractors shall provide endorsements evidencing such coverage for such additional insureds.

(b) The coverage provided by the policies obtained by Contractor, Subcontractors or Sub-Subcontractors is primary coverage and non-contributing with other insurance, if any, carried by the District, its officers, agents, employees and representatives, the Construction Manager, Architect, IOR or OCIP Administrator, and their respective officers, agents, employees and representatives, as to operations or work away from the Project Site or after Final Acceptance, except for automobile liability which is primary and non-contributing with other insurance carried by the District, Construction Manager, Architect, IOR or OCIP Administrator. All such additional insured endorsements issued thereon shall be so endorsed.
(c) In the event one of the insureds incurs liability to any other of the insureds, these policies shall provide protection for each insured against whom claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

(d) Notice of occurrences or claims under the policies shall be made to the District's Representative.

6.12.1 Workers’ Compensation/Employer's Liability Insurance. The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Article 6.18) to provide Workers’ Compensation/Employer’s Liability insurance in the statutory limits of the workers’ compensation laws of the State of California, including Coverage B – Employers Liability, in an amount not less than that specified in the Supplemental Conditions, for Project-related operations occurring away from the Project Site and for Work of the Project after Final Acceptance.

6.12.2 Commercial General Liability Insurance. The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Article 6.18) to provide Commercial General Liability insurance (including products liability for any product manufactured, assembled or otherwise worked upon away from the Project Site) in a form providing coverage not less than that of a Standard Commercial General Liability insurance policy (occurrence form) for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, completed operations, with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employer's Liability, for personal injury, bodily injury and property damage arising out of the Work, for operations away from the Project Site and after Final Acceptance in policies of insurance with limits in an amount not less than that specified in the Supplemental Conditions.

6.12.3 Automobile Liability Insurance. The Contractor shall provide and shall require each Subcontractor and Sub-Subcontractor (except Excluded Parties covered under Article 6.18) to provide Automobile Liability insurance covering all owned, non-owned and hired automobiles, trucks, and trailers of the Contractor, Subcontractors and Sub-Subcontractors. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits not less than that specified in the Supplemental Conditions for occurrences both at and away from the Project Site.

6.12.4 Aircraft Liability Insurance. If aircraft are used by the Contractor, Subcontractors, Sub-Subcontractors or anyone else on their behalf, such Contractor, Subcontractor, Sub-Subcontractor or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Contractor, Subcontractor, Sub-Subcontractor or anyone else, with limits in an amount not less than that specified in the Supplemental Conditions.

6.13 Evidence of Contractor's Non-OCIP Insurance. Concurrently with delivery of the executed Contract, Contractor shall deliver to the District Certificates of Insurance evidencing the
Contractor’s Non-OCIP Insurance coverage required by Article 6.12. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. Under no circumstances shall Contractor commence Work at the Site without having submitted to the District Certificates of Insurance for all Non-OCIP Insurance provided by the Contractor. Contractor’s failure to timely provide the District with all Non-OCIP Certificates of Insurance shall not result in any adjustment of the Contract Price or Contract Time. The Certificates of Insurance and the insurance policies required by Article 6.12 shall contain a provision that coverage afforded under such policies will not be canceled or allowed to expire without at least sixty (60) days’ prior written notice by registered mail addressed to: Rio Hondo Community College District, 3600 Workman Mill Road, Whittier, California 90601, attention Timothy Connell, Director, Contract Management and Vendor Services. Should any policy of insurance required under Article 6.12 be canceled and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. Upon District’s request, the Contractor shall furnish satisfactory proof of coverage of each type of Non-OCIP Insurance required by the Contract Documents, including copies of the insurance policies or renewals or replacements in form and content acceptable to the District; failure of the Contractor to comply with the District’s request may be deemed to be a default of a material obligation of the Contract Documents.

6.14 Evidence of Subcontractors’ Non-OCIP Insurance. Contractor shall require that every Subcontractor or Sub-Subcontractor (except Excluded Parties covered under Article 6.18) obtain and maintain the policies of insurance set forth in Articles 6.12.1 through 6.12.4 herein. The limits of liability of such policies shall be as set forth in the Supplemental Conditions. Each of the policies of insurance obtained and maintained by a Subcontractor or Sub-Subcontractor hereunder shall conform to the requirements of Article 6.12. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Subcontractors and Sub-Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of Article 6.12. Failure or refusal of the Contractor to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

6.15 No Work at the Site Without Non-OCIP Insurance. Under no circumstances shall any Contractor, Subcontractor or Sub-Subcontractor (except Excluded Parties) commence Work at the Site without having all Non-OCIP Insurance issued and in effect in accordance with the provisions of Article 6.12. Contractor’s failure or refusal concerning Contractor’s obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor’s failure or refusal in this regard result in any adjustment of the Contract Price or Contract Time.

6.16 Additional Insurance. Pursuant to the provisions of Government Code §4420(b)(5), nothing contained in the Contract Documents or otherwise shall prohibit the Contractor, its Subcontractors, any Sub-Subcontractor or any other entity providing or performing Work of the Project from purchasing any additional insurance or coverage which he, she or it believes is necessary to protect such person or entity from any liability arising under the Contract Documents,
the Project or the Work. Any such additional insurance procured by such person or entity shall be at
the procuring party’s sole expense.

6.17 Waivers of Subrogation. Contractor hereby waives, and shall require all Subcontractors
and Sub-Subcontractors to waive, all rights against the District, its officers, agents, employees,
representatives and consultants, Construction Manager, Architect, IOR and OCIP Administrator, and
their respective agents, officers, employees and representatives, for recovery of damages to the
extent those damages are covered by policies of insurance obtained pursuant to Articles 6.12.2
through 6.12.4, inclusive.

6.18 Insurance Provided by Excluded Parties: The Contractor shall require all Excluded
Parties to provide and maintain insurance of the type and limits set forth below and in the
Supplemental Conditions. Such insurance shall name the parties required to secure same as insureds
and shall be in a form and through issuing companies acceptable to the District. Such insurance may
be provided in single policy or multiple policies (primary and excess), including an umbrella form.
Such insurance shall contain a defense of suits provision and shall provide the coverages set forth in
Article 6.18 under the following conditions:

(a) Notwithstanding any inconsistent statement in the policies obtained by Contractor
and/or Excluded Parties, or any endorsement or certificate attached thereto, it is
agreed that the District, its officers, agents, employees and representatives,
Construction Manager, Architect, IOR and OCIP Administrator, and their respective
officers, agents, employees and representatives, are additional insureds (for all
coverages except Workers’ Compensation/Employer’s Liability), and that coverage
is provided for all operations, uses, occupation, acts and activities of such insureds
under the Contract Documents, as may be amended or adjusted, regardless of
whether liability is attributable to the insured or a combination of the insured and one
or more additional insureds. The Contractor shall name, and shall require the
Excluded Parties to name, the District, its officers, agents, employees and
representatives, the Construction Manager, Architect, IOR and OCIP Administrator,
and their respective officers, agents, employees and representatives, as additional
insureds under the policies required pursuant to Articles 6.18.2 through 6.18.4,
inclusive. As to the insurance required by Article 6.18.2, such additional insured
status shall be provided and maintained using ISO additional insured endorsement
CG 20 10 (11/85 edition), or a substitute providing equivalent coverage. The
additional insured status required herein as to Article 6.18.2 shall be maintained on
behalf of all specified parties for a period of ten (10) years after Final Acceptance of
the Work. Upon the District’s request, the Contractor and/or Excluded Party shall
provide copies of all additional insured endorsements procured pursuant to this
Article 6.18.

(b) The coverage provided by the policies obtained by Contractor and/or Excluded
Parties is primary coverage and non-contributing with insurance, if any, carried by
the District, its officers, agents, employees and representatives, the Construction
Manager, Architect, IOR or OCIP Administrator, and their respective officers,
agents, employees and representatives. All such additional insured endorsements
issued thereon shall be so endorsed.
(c) In the event one of the insureds incurs liability to any other of the insureds, these policies shall provide protection for each insured against whom claim is or may be made, including claims by other insureds in the same manner as if separate policies had been issued to each insured.

(d) Notice of occurrences or claims under the policies shall be made to the District's Representative.

6.18.1 Workers’ Compensation/Employer's Liability Insurance. The Contractor shall require all Excluded Parties to provide Workers’ Compensation/Employer’s Liability insurance in the statutory limits of the workers’ compensation laws of the State of California, including Coverage B – Employer’s Liability, in an amount not less than that specified in the Supplemental Conditions, covering operations of the party in connection with the work both at and away from the Project Site.

6.18.2 Commercial General Liability Insurance. The Contractor shall require all Excluded Parties to provide Commercial General Liability Insurance in a form providing coverage not less than that of a Standard Commercial General Liability insurance policy (occurrence form) for all operations of the party required to furnish same, including hazards of operations (including explosion, collapse and underground coverage), elevators, independent contractors, employees as additional insureds, products and completed operations (for five (5) years after Final Acceptance of the Work), with contractual liability coverage (for contracts related to the Work), personal injury liability and excess Employer’s Liability, for personal injury, bodily injury and property damage arising out of the Work in policies of insurance with limits in an amount not less than that specified in the Supplemental Conditions.

6.18.3 Automobile Liability Insurance. The Contractor shall require all Excluded Parties to provide Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks and trailers of the Excluded Parties. Such insurance shall provide coverage not less than that of the Standard Comprehensive Automobile Liability policy with limits in an amount not less than that specified in the Supplemental Conditions for occurrences both at and away from the Project Site.

6.18.4 Aircraft Liability Insurance. If aircraft are used by an Excluded Party or anyone else on their behalf, such Excluded Party or other entity shall maintain or cause the operator of the aircraft to maintain aircraft public liability insurance insuring passengers and the general public against personal injury, bodily injury or property damage arising from aircraft owned, used, operated or hired in connection with the work of the Excluded Party or anyone else, with limits in an amount not less than that specified in the Supplemental Conditions.

6.19 Evidence of Excluded Parties’ Insurance. Contractor shall require that every Excluded Party obtain and maintain the policies of insurance set forth in Articles 6.18.1 through 6.18.4 herein. The limits of liability of such policies shall be as set forth in the Supplemental Conditions. Each of the policies of insurance obtained and maintained by an Excluded Party hereunder shall conform to the requirements of Article 6.18. Upon request of the District, Contractor shall promptly deliver Certificates of Insurance evidencing that the Excluded Parties have obtained and maintained policies of insurance in conformity with the requirements of Article 6.18. Failure or refusal of the Contractor
to provide the District with such Certificates of Insurance may be deemed to be a material default of Contractor under the Contract Documents.

6.20 No Work at the Site Without Excluded Parties’ Insurance. Under no circumstances shall any Excluded Party commence Work at the Site without having all insurance issued and in effect in accordance with the provisions of Article 6.18. Contractor’s failure or refusal concerning Contractor’s obligations in this regard may be deemed by the District to be a default of a material obligation. Under no circumstances shall Contractor’s failure or refusal in this regard result in any adjustment of the Contract Price or Contract Time.

6.21 Pollution Legal Liability Insurance. Contractor (if performing or providing any hazardous waste services, abatement or otherwise, of any type or description for the Project) shall provide and maintain, and shall require any other person or entity performing such services to provide and maintain (hereinafter collectively referred to as “Hazardous Waste Contractor”), insurance covering losses caused by pollution conditions that arise from the operations, including the completed operations, of such Hazardous Waste Contractor. Such insurance shall apply to bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured, cleanup costs and defense, including costs and expenses incurred in the investigation, defense or settlement of claims. The policies of insurance affording these coverages shall be written with limits in an amount not less than that set forth in the Supplemental Conditions. Coverage shall apply to sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants. The policies of insurance issued hereunder shall be written by an insurer acceptable to the District and shall be endorsed to include as insureds the District, its officers, agents, employees and representatives, Construction Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives. If coverage is written on a claims-made basis, the Hazardous Waste Contractor shall warrant that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract and that continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of ten (10) years from Final Acceptance of the Work. If coverage is written on an occurrence basis, the District, its officers, agents, employees and representatives, Construction Manager, Architect, IOR and OCIP Administrator, and their respective officers, agents, employees and representatives, shall be named as insureds on the Hazardous Waste Contractor's pollution legal liability policies for operations, including completed operations, relating to, or arising out of, work for the Project for a period of ten (10) years after Final Acceptance of the Work. At least five (5) working days prior to any Hazardous Waste Contractor’s commencing Work on the Site, Contractor shall provide the District with Certificates of Insurance evidencing the coverage required hereunder.

6.22 Contractor Obligations. Contractor agrees to comply with any and all terms and conditions of the policies of insurance provided by District and to comply with any and all claims handling procedures, loss prevention programs and other programs required by or related to the District’s OCIP as set forth herein. Contractor shall require Subcontractors, Sub-Subcontractors and all others covered by the District’s OCIP insurance policies to so comply. Contractor, its Subcontractors and Sub-Subcontractors shall furnish to the District, its OCIP Administrator, its designee or the insurers under the OCIP policies all information and documentation that such entity may require from time to time in connection with the issuance of policies under this Contract or the administration of the
OCIP in such form and substance as such entity may prescribe and promptly comply with the recommendations of the OCIP insurers. Contractor shall not violate, or knowingly permit to be violated, any conditions of the policies of insurance provided by the District hereunder and shall at all times satisfy the requirements of the insurers issuing them. Contractor shall assure that all OCIP requirements imposed upon and to be performed by the Contractor shall likewise be imposed upon, assumed and performed by each Subcontractor and Sub-Subcontractor. If the Contractor, Subcontractors, Sub-Subcontractors or Excluded Parties should fail to comply with the requirements of this Article 6, the District may withhold payment due to the Contractor or suspend the work at the Contractor's sole expense and without adjustment of the Contract Price or Contract Time until such time as the Contractor, its Subcontractors, Sub-Subcontractors and/or Excluded Parties have performed such obligations to the reasonable satisfaction of the District.

6.23 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct of the District, the Architect or the Construction Manager, the Contractor shall indemnify, defend and hold harmless: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the District’s Inspector); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Construction Manager and its agents and employees from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor or any Subcontractor or any person or entity engaged by them for the Work. The Contractor’s obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; and (iv) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names the District as a party thereto, the Contractor shall, at its sole cost and expense, defend the District in such action or proceeding with counsel reasonably satisfactory to District. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which the District is bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the District from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

6.24 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the
Labor and Material Payment Bond in strict conformity with this Article 6.24 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

ARTICLE 7: CONTRACT TIME

7.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect, the Construction Manager and the District’s Inspector as such in accordance with the Contract Documents. The Contract Time is as indicated in the Special Conditions.

7.2 Progress and Completion of the Work.

7.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

7.2.2 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents, including but not limited to start-up and testing, so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect and the District's Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the District's Inspector and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After Substantial Completion. Upon achieving Substantial Completion of the Work, the District, the District's Inspector, the Construction Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work (punch list) to be corrected or completed by the Contractor. The exclusion of, or failure to include, any item on such list shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents. In the event that the Contractor shall fail or refuse, for any reason, to complete all punch list items within the Contract Time, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. If the Contractor fails or refuses to complete all items of the Work within the Contract Time, the District may, in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of such items of the Work, provided, however, that such
election by the District is in addition to, and not in lieu of, any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete items of the Work, Contractor shall be responsible for all costs incurred by the District in connection therewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor; if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District for any such excess costs.

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all punch list items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect and the District's Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the District's Inspector and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. In the event the Contractor shall request determination of Substantial or Final Completion and it is determined by the District that the Work does not then justify certification of Substantial or Final Completion, as applicable, and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect and the salary of the District's Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees. Such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon the District’s Board of Trustees approves of the Final Acceptance of the Work.

7.3 Progress Schedule; Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents (including but not limited to Section 01360 of the Contract Specifications), and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating of the Construction Schedules. All schedule submittals shall include electronic diskettes for use by the District in its analysis and approval of the schedule submittal. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents. Review of any Construction Schedules required under the Contract...
Documents and any comments thereto by the District, the Construction Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Construction Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.4 Adjustment of Contract Time. If Substantial Completion or completion of an Interim Milestone is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays. If Substantial Completion of the Work or completion of an Interim Milestone is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the District. Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, and unanticipated unusually severe weather conditions. Neither the financial resources of the Contractor nor any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor’s notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor’s request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of “Rain Days” to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2 Compensable Delays. If Substantial Completion of the Work or completion of an Interim Milestone is delayed and such delay is caused by the acts or omissions of the District, the Architect, the Construction Manager or separate contractor employed by the District (collectively “Compensable Delays”), upon Contractor’s request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be
adjusted by Change Order for such reasonable period of time as determined by the Architect, Construction Manager and the District. In accordance with California Public Contract Code § 7102, if the Contractor’s progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor’s damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

7.4.4 Adjustment of Contract Time.

7.4.4.1 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor’s waiver of the same.

7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. No adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work on the then current and updated Approved Construction Schedule.
7.5 **Liquidated Damages.** Should the Contractor neglect, fail or refuse to achieve Substantial Completion of the Work within the Contract Time, as adjusted, or to complete an Interim Milestone or Final Completion in accordance with the times specified or provided for in the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, Interim Milestone or Final Completion, the Work is achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed completion of the Work. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to correct or complete items of the Work noted upon Substantial Completion and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

**ARTICLE 8: CONTRACT PRICE**

8.1 **Contract Price.** The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 **Cost Breakdown (Schedule of Values).** Contractor shall furnish a detailed tabular Cost Breakdown (Schedule of Values) of the Contract Price consistent with the cost-loaded work activities included in the Approved Construction Schedule in accordance with Section 01050 of the Contract Specifications.

8.3 **Progress Payments.**

8.3.1 **Applications for Progress Payments.** During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the Construction Manager, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month. Values utilized in the Applications for Progress Payments shall be based upon the proper updating of the Approved Construction Schedule. The Cost Breakdown and/or Approved Cost Loaded Construction Schedule, pursuant to Article 8.2 above, and such values shall be only for determining the basis of Progress payments to the Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract...
8.3.2 District's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the Construction Manager, the District’s Inspector, and the Architect shall review the Application. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the properly completed form approved by the District, and accompanied by:

(i) the Application submitted by the Contractor shall be consistent with and accompanied by the updated Approved Construction Schedule;

(ii) complete and accurate weekly Certified Payrolls of the Contractor and all Subcontractors, of any tier, for laborers performing any portion of the Work for which a Progress Payment is included (if requested);

(iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code § 3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested;

(iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code § 3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment;

(v) a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by (if requested); and

(vi) a certification by the Contractor that it has maintained the Record Documents reflecting the actual as-built conditions of the Work performed (such certification is subject to verification by the District's Inspector prior to approval of the Progress Payment).

In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.3 Architect and District's Inspector Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect and the District's Inspector shall meet with the Contractor to inspect the completed work and verify the portion of the work completed during the month using the approved Construction
Schedule update and the Cost Breakdown. The Application for Progress Payment shall reflect the agreed percentages of work complete that is properly due to the Contractor under the terms of the Contract Documents. The Application submitted by the Contractor shall be consistent with and accompanied by the updated Approved Construction Schedule.

8.3.4 District's Disbursement of Progress Payments.

8.3.4.1 Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District’s receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety five percent (95%) of the value of the Work indicated in the Application for Progress Payment as verified and approved by the District’s Inspector and the Architect. If an Application for Progress payment is determined not to be proper due to the failure or refusal of the contractor to submit the required documents with the Application for progress payment, or if it is reasonably determined that the Record Documents have not been continuously maintained to reflect the actual as-built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District’s timely disbursement of a Progress payment shall be deemed to commence on the date that the District is actually in receipt of a complete and proper Application for Progress payment or verifies the proper updating of the as-built conditions.

8.3.4.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure § 685.010(a).

8.3.4.3 District’s Right to Disburse Progress or Final Payments by Joint Checks. The District may, in its sole discretion, issue joint checks to the Contractor and any Subcontractor or Material Supplier providing work, labor, materials, equipment or services for the Project in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder. District may require Contractor to provide copies of applicable Subcontracts, purchase orders, rental invoices or materials invoices.

8.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

8.3.5 Progress Payments for Changed Work. The Contractor’s Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the District’s Inspector, the Architect and the Board. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.6 Materials or Equipment Not Incorporated Into the Work.
8.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, a request for payment of such materials or equipment is made and if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.7 Exclusions From Progress Payments. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site or other storage location. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

8.3.8 Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment.
Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the District's Inspector will promptly make a final inspection of the Work and when the Architect and the District's Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the District's Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; if required (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payments if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; and (x) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District’s obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the
Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) inadequate or delinquent payroll records, or violations of requirements to pay prevailing wages, or employment of apprentices; (vii) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (viii) any amounts due from the Contractor to the District under the terms of the Contract Documents; (ix) the Contractor’s failure to perform any of its obligations under the Contract Documents (including the District’s Labor Compliance Program) or its default under the Contract Documents or its failure to maintain adequate progress of the Work; or (x) the Contractor’s failure to timely provide Certified Payrolls of the Contractor and all Subcontractors, of any tier, in accordance with Articles 8.3.2., 8.4.2. or applicable law. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the District’s Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor.
When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior
written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District’s written authorized issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.2 **Oral Order of Change in the Work.** Any oral order, direction, instruction, interpretation, or determination from the District, the District's Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect and the District's Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.3 **Contractor Submittal of Data.** Within fifteen (15) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the District a detailed written statement setting forth the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.
9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.4.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.4.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within fifteen (15) days after the receipt of the written request of the District for such estimate.

9.4.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect and the District's Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Architect and the District's Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

9.4.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.4.1.3.1 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by
the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance
of records relating to the costs of the Change, coordination and assembly of materials
and information relating to the Change or performance thereof, or the supervision
and other overhead and general conditions costs associated with the Change or
performance thereof.

9.4.1.3.2 Materials and Equipment. Contractor shall be compensated for the
costs of materials and equipment necessarily and actually used or consumed in
connection with the performance of Changes. Costs of materials and equipment may
include reasonable costs of transportation from a source closest to the site of the
Work and delivery to the Site. If discounts by Material Suppliers are available for
materials necessarily used in the performance of Changes, they shall be credited to
the District. If materials and/or equipment necessarily used in the performance of
Changes are obtained from a supplier or source owned in whole or in part by the
Contractor, compensation therefor shall not exceed the current wholesale price for
such materials or equipment. If, in the reasonable opinion of the District, the costs
asserted by the Contractor for materials and/or equipment in connection with any
Change is excessive, or if the Contractor fails to provide satisfactory evidence of the
actual costs of such materials and/or equipment from its supplier or vendor of the
same, the costs of such materials and/or equipment and the District's obligation for
payment of the same shall be limited to the then lowest wholesale price at which
similar materials and/or equipment are available in the quantities required to perform
the Change. The District may elect to furnish materials and/or equipment for
Changes to the Work, in which event the Contractor shall not be compensated for the
costs of furnishing such materials and/or equipment or any mark-up thereon.

9.4.1.3.3 Construction Equipment. Contractor shall be compensated for the
actual cost of the necessary and direct use of Construction Equipment in the
performance of Changes to the Work. Use of such Construction Equipment in the
performance of Changes to the Work shall be compensated in increments of hourly,
weekly or monthly rates, whichever shall be the most economical to the District
when applied to the scope of the specific change. Rental time for Construction
Equipment moved by its own power shall include time required to move such
Construction Equipment to the site of the Work from the nearest available rental
source of the same. If Construction Equipment is not moved to the Site by its own
power, Contractor will be compensated for the loading and transportation costs in
lieu of rental time. The foregoing notwithstanding, neither moving time or loading
and transportation time shall be allowed if the Construction Equipment is used for
performance of any portion of the Work other than Changes to the Work. Unless
prior approval in writing is obtained by the Contractor from the Architect, the
District's Inspector and the District, no costs or compensation shall be allowed for
time while Construction Equipment is inoperative, idle or on standby, for any reason.
The Contractor shall not be entitled to an allowance or any other compensation for
Construction Equipment or tools used in the performance of Changes to the Work
where such Construction Equipment or tools have a replacement value of $1,000.00
or less. Construction Equipment costs claimed by the Contractor in connection with
the performance of any Change to the Work shall not exceed rental rates (Blue Book) established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the District's Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.4.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, the maximum adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions.

9.4.1.4 Contractor Maintenance of Records. In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the District's Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work
is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.4.2 Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. Such time shall be requested in writing by the Contractor with the Contract price Adjustment Proposal. The time extension request shall be justified by the Contractor by submittal of a CPM analysis accurately portraying the impact of the change on the critical path of the project schedule. Changes performed within available float as indicated in the updated Approved Construction Schedule shall not justify a time extension to the Contract. When agreement is reached between the District and Contractor that a Change shall require an extension of the contract time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

9.4.3 Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor’s Bid.

9.5 Change Orders. If the District approves of a Change, a written Change Order prepared on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change
Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect or Construction Manager; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.6 Contractor Notice of Changes. If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the District's Construction Manager and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the District's Construction Manager and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should be an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.7 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.8 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.
9.9 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Construction Manager or the District's Inspector may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than $500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

9.10 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect and the District's Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

10.1 District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility. The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an
acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Contractor's Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Construction Manager written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the District's Inspector and the Construction Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections. Costs for tests and inspection of materials shall be paid by the District as provided for herein. Should any act, omission or other conduct of the Contractor, any of its Subcontractors, of any tier, or Material Suppliers cause the number of hours or the costs of such tests or inspections to be excessive, the Contractor shall be solely responsible for all such excess costs and the District may deduct such amount from any portion of the Contract Price then or thereafter due the Contractor. The District will pay for all tests and inspections provided that, in addition to the cost to be paid by the Contractor previously set forth in this Article, the Contractor shall pay for all tests and inspections under any of the following conditions: (i) when such costs are stipulated in the provisions of the Contract Documents to be borne by the Contractor; (ii) when a material is tested or inspected and fails to meet the requirements of the Specifications and/or Drawings; or (iii) when the source of the material is changed after the original test or inspection has been made or approved.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the latest adopted Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the District's Inspector, the Construction Manager or the Architect and not by the Contractor.
11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the District's Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Construction Manager shall instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Construction Manager of when and where tests and inspections are to be made so the District's Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith. Where required DSA testing of the work identifies a failure rate of ten percent (10%) or greater for any system, scope of work, installation or subtrade that has been specifically targeted, District may, at its sole discretion, order that all such similar systems, installations, scopes of work or subtrade work used in connection with the Project be tested, and the cost to test all such work shall be paid by the Contractor.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect. If a material is not required to be tested, the Architect, Inspector or the District may require Contractor to furnish a certificate bearing the official and legal signature of the supplier with each delivery of such material, which certificate shall state that the material complies with the Specifications.

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the District's Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the District's Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect and the District's Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts
or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the District's Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the District's Inspector, the Construction Manager or the requirements of the Contract Documents, it must be uncovered by the Contractor for observation by such District representative and be replaced by the Contractor without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Construction Manager, the Architect or the District's Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the District's Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Construction Manager, the Architect or the District's Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's or Inspector's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

12.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

12.6 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct defective or non-conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not so proceed, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's and Inspector’s services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety
shall promptly pay the difference to the District.

12.7 Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 13: WARRANTIES

13.1 Workmanship and Materials. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

13.2 Warranty Work. If, within one year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.
13.3 **Guarantee.** Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.4 **Survival of Warranties.** The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

**ARTICLE 14: SUSPENSION OF WORK**

14.1 **District's Right to Suspend Work.** The District may, without cause and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

14.2 **Adjustments to Contract Price and Contract Time.** If the District orders a suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. Any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

**ARTICLE 15: TERMINATION**

15.1 **Termination for Cause.**

15.1.1 **District's Right to Terminate.** The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will ensure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt
payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (iv) if the Contractor disregards proper directives of the Architect, the District's Inspector or District under the Contract Documents; (vii) if the Contractor performs Work which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

15.1.2 District's Rights Upon Termination. In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3 Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within fifteen (15) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above. Such remedy is in addition to, and not lieu of, other remedies available to District as provided by law or in equity.

15.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.
15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

15.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District’s convenience.

ARTICLE 16: MISCELLANEOUS
16.1 **Governing Law.** This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

16.2 **Successors and Assigns.** Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

16.3 **Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

16.4 **Severability.** In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

16.5 **No Assignment by Contractor.** The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

16.6 **Independent Contractor Status.** In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.

16.7 **Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

16.8 **Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.
16.9 **Dispute Resolution; Claims Under $375,000.00.** Claims between the District and the Contractor of $375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).

16.10 **Attorneys Fees.** Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.

16.11 **Marginal Headings; Interpretation.** The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

16.12 **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

16.13 **Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

END OF SECTION
SECTION 00800
SPECIAL CONDITIONS

PART 1

1.01 Contract Time.

A. **Substantial Completion of the Work.** The Work shall be commenced on the date stated in the Notice to Proceed issued by the District to the Contractor and shall be completed (Substantial Completion) within 46 consecutive calendar days from and after the date stated in the Notice to Proceed (Reference Article 7 of the General Conditions). Total contract time is 74 consecutive calendar days.

B. **Interim Milestone Completion Dates.** Notwithstanding any provision of the Contract Documents to the contrary, Contractor shall sequence and coordinate the work so that portions of the work are completed as required by the Work Segment Plan in accordance with start and completion dates.

1.02 Liquidated Damages.

A. **Delayed Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Substantial Completion of the Work within the Contract Time as indicated in item 1.01.A, above. Liquidated Damages shall be at the rate of $2,000 per day until Work of Construction Segments IA and IB as defined on Section 01010 is achieved.

B. **Delayed Final Completion of the Work.** Pursuant to Article 7 of the General Conditions, the Contractor shall be subject to the assessment and withholding of Liquidated Damages for failure to achieve Final Completion of the Work in accordance with the Contract Documents. Liquidated Damages shall be at the rate of $2,000 per day until Final Completion of the Work is achieved.

C. **Delayed Submittals.** The per day assessment of Liquidated Damages for Contractor’s delayed submission of Submittals pursuant to Article 4.8.2.1 of the General Conditions is $2,000 per day per Submittal until the required Submittal is submitted.

D. **Other Milestone Delays.** Refer to Appendix A for project milestones and associated liquidated damages

E. **Cumulative Assessment of Liquidated Damages.** If the Contractor fails to timely delivery of the Submittals, fails to achieve Final Completion of the Work Segments as set forth herein, or fails to achieve Substantial or Final Completion of the Work, the Contractor shall be subject to assessment and withholding of Liquidated Damages in the amounts set forth above for each such portion of the Work which is not timely delivered or completed within the time allocated for each portion of the Work.
1.03 Insurance

Insurance Provided By District.
Not Applicable.

B. Insurance Provided by Contractors/Subcontractors.
Pursuant to Article 6.12 of the General Conditions, the Contractor, all 
Subcontractors and Sub-Subcontractors (except Excluded Parties covered under 
Article 6.18) shall provide and maintain the following insurance coverage’s, with 
minimum coverage amounts as set forth below:

1. **Workers Compensation Insurance**  
   In accordance with limits established by law.

2. **Employers Liability Insurance** $2,000,000

3. **Commercial General Liability Insurance**  
   Per Occurrence $1,000,000  
   Aggregate $2,000,000

4. **Automobile Liability**  
   Bodily Injury/Property Damage per Occurrence $1,000,000

5. **Aircraft Liability Insurance (if applicable)**  
   Per Occurrence $5,000,000  
   Aggregate $5,000,000

C. Insurance Provided by Excluded Parties.
Pursuant to Article 6.18 of the General Conditions, the Excluded Parties shall 
provide and maintain the following insurance coverage’s, with minimum coverage 
amounts as set forth below:

1. **Workers Compensation Insurance**  
   In accordance with limits established by law.

2. **Employers Liability Insurance** $1,000,000

3. **Commercial General Liability Insurance**  
   Per Occurrence $1,000,000  
   Aggregate $3,000,000

4. **Automobile Liability**  
   Bodily Injury/Property Damage Per Occurrence $1,000,000

5. **Aircraft Liability Insurance (if applicable)**  
   Per Occurrence $5,000,000  
   Aggregate $5,000,000
D. **Pollution Legal Liability Insurance.**

Pursuant to Article 6.21 of the General Conditions, the Excluded Parties shall provide and maintain the following insurance coverage’s, with minimum coverage amounts as set forth below:

<table>
<thead>
<tr>
<th>Coverage Type</th>
<th>Minimum Coverage Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Occurrence</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Aggregate</td>
<td>$5,000,000</td>
</tr>
</tbody>
</table>

1.04 **Drawings and Specifications.**

The number of sets of the Drawings and Specifications which the District will provide to the Contractor pursuant to Article 2.1.2 of the General Conditions is one (1) set of reproducible specifications with plans which can be downloaded from the website at

http://www.riohondo.edu/facilities/RFQ/index.htm

Website above is the official record of the bid documents. Contractor is responsible for downloading all drawings, specifications, addendum etc from the above mentioned website.

1.05 **Mark-ups on Changes to the Work.**

A. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed five percent (5%) of the direct actual costs if the General Contractor performed the work, five percent (5%) if the sub-contractor performed the work, as determined in accordance with Article 9.4 of the General conditions. Sub-contractor overhead and profit shall not exceed Five percent (5%) for self performed work and Five percent (5%) for work preformed by others. The foregoing limitation on mark-ups shall apply regardless of the number of Subcontractors, of any tier, performing any portion of such Change to the Work. In addition to the foregoing, Contractor may add a bond premium fee of the actual direct cost of the bond for such Change, not to exceed two percent (2%), of the actual direct costs for performance of the Change and the maximum allowable mark-up for overhead, general conditions and profit.

B. **Deleted Work:** All deductive change order(s) must be prepared pursuant to Contract Documents. Deductive Change Orders must be at a fair cost value to the district and shall credit back all mark-ups to the district along with the actual scope of work. General contractor and all subcontractors shall not be entitled to any profit and overhead on the deducted work.

1.06 **Inclement Weather Days.**

Pursuant to Article 7.4.1 of the General Conditions, the number of Rain Days (including inclement weather) for this Contract is 10-days. Include a critical path activity entitled “Remaining Inclement Weather Days” on the initial Contract schedule. This activity shall have an initial duration of seven (7) work days and shall be the last activity in the schedule prior to the activity entitled “Completion”. All predecessor activities must pass through the
Inclement Weather day’s activity. The Contractor shall request use of the Inclement Weather Day when a critical path activity has been delayed due to inclement weather. This request must occur in the same month as the inclement weather delay and must be approved by a Change Order. Inclement Weather Delays to non-critical activities will not be considered. If, at completion, there are inclement weather days still remaining, the Completion date shall not be adjusted. If at or near completion, additional inclement weather days are required, the completion date shall be adjusted accordingly by processing a Change Order for a non-compensable time extension.

1.07 District’s Construction Manager.

Del Terra Group
13181 Crossroads Prkwy, N., Ste 540
City of Industry, CA 91746

PART 2

2.0 Construction operations, phasing, execution and Special Provisions

This Section supersedes other general conditions where applicable.

2.1 Project Limits.

The Contractor will limit its operations to the area included in the Contract Documents. All contractor lay-down, construction work and operations will be limited to the area as directed by the Construction Manager, Approved by Rio Hondo Program Management Team.

2.2 Hours of Operation

Work will be coordinated with Construction Manager & College for minimum disruption to College operations and shall be performed during normal business working hours; Monday to Friday from 6:00 AM to 6:00 PM. All off-hour work or weekend work must be approved by the College through the Construction Manager at least two days in advance.

2.3 Construction Traffic Route

Contractor to use pre-determined construction traffic routes as approved by the College.

2.4 Progress Schedule; Contractor Responsibility for Construction Schedule

CONTRACTOR shall be responsible for the preparation, submittal and maintenance of Construction Schedules required by the Contract Documents according but not limited to Section 01320, CONSTRUCTION PROGRESS DOCUMENTATION as included in Division 01 of the Bid Documents. All pertinent provisions of the General Conditions apply.
2.5 Phasing

A. Work will be performed in such a manner as to minimize impact to normal college operations. Any phase/segment shall be required to be completed according to the approved Milestones Schedule.

B. Contractor shall submit a “work to complete” list to the Construction Manager 5 calendar days before the scheduled end of any phase. The Construction Manager and the Architect will comment and add items to the list as necessary. The contractor shall complete the “work to complete” list within 3 days after having received the list from the Construction Manager. The contractor shall request a punch list walk 5 days prior to the scheduled end of any phase/segment.

C. During the performance of this contract, the college and facilities operations will be ongoing and will remain under normal operations. Work will be permitted during school hours, provided that safe access to and exits from buildings are maintained while facilities remain in use. Temporary fencing with green windscreen shall be erected by the contractor to segregate work areas from all other campus areas.

D. Contractor shall commence performance of the Contract upon the date specified in the Notice to Proceed and shall furnish sufficient labor, equipment, material, extra shifts and overtime to achieve the required milestones as indicated on Section 01010.

2.6 Allowances

The bidders shall include within the base bid the following allowances. The allowances shall be identified as separate line items in the Contractor’s schedule of values. The allowances are to be used at the College’s sole discretion for work not otherwise shown and/or specified in the construction documents. Work performed under the allowances shall be performed only as directed in writing by Program Management Team, through the Construction Manager. Any and all unused allowance amounts shall be credited to the College by change order and reflected in the Contractor’s final application for payment without any compensation for overhead and profit.

**ALLOWANCES**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Unforeseen Conditions</td>
<td>$50,000.00</td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>$50,000.00</td>
</tr>
</tbody>
</table>
2.7 Ancillary Project Conditions

Contractor shall provide an itemized scope and work plan to include field notes and shop drawings to accomplish each of the ancillary projects listed on Exhibit I above. Estimates of costs must be provided prior to commencement of work. The work will be tracked on a time and materials basis.

Owner reserves the option to assign work to others with a Not to Exceed amount of 1% of contract value and at no more than 5% overhead and profit markup on assigned subcontractor. Any allowances not used can be assigned to other allowances or deleted in this contract at no penalty to the College.

2.8 Coordination with other Onsite contractors/trades

A. Contractor shall coordinate operations included in various sections of the Contract Documents to help ensure efficient and orderly completion of the work.

B. Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and help ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
   1. Preparation of schedules.
   2. Installation, relocation and removal of temporary facilities.
   3. Progress meetings.
   4. Project coordination activities.

C. Coordinate all work with other onsite contractors.

2.9 Security

Contractor is responsible for Work and Site security from start of construction, date of NTP, to Substantial Completion, whichever comes later. Contractor's responsibility includes assessment of security needs within and around Site Boundaries and employment of qualified personnel as may be necessary at no additional costs to the College. In case the security personnel is not used all such costs will be credited back to the college at prevailing wages.

2.10 Protection of Persons and Property

A. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered to and from the site and work performed until completion and final acceptance by the College. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).
B. Contractor shall take, and require all subcontractors to take, all necessary precautions for the safety of workers on the site and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes. Contractor shall furnish, erect and properly maintain at all times, as directed by the College or Program Manager or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction.

C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

D. Requirements for Existing Sites.

Contractor shall (unless waived by the College in writing):

(a) When performing construction on existing sites, become informed and take into specific account the maturity of the students on the site. Contractor shall perform Work which may interfere with school routine before or after school hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the College regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

(b) Provide substantial barricades around any shrubs or trees indicated to be preserved.

(c) Deliver materials to building area over route designated by the College through the Construction Manager.

(d) Take preventive measures to minimize objectionable dust, noise, or other disturbances.

(e) Take preventive measures to prevent disturbing or covering any survey markers, monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with the County and local authorities, at no cost to the College. All filing and plan check fees shall be paid by Contractor.

(f) Provide to the College on request, the Contractor's written safety program and safety plan for each site.

E. Covering and Cleaning: Cover and protect the College's property within the project limits, as required to prevent soiling or damage by dust, dirt, water, fumes, or otherwise as deemed necessary by the College or Program Manager.
F. Repair or replace any damage to existing structures, improvements and equipment caused by Contractor's operations, at Contractor's expense.

G. Repair or replace damaged work with new materials, to restore the damaged areas and surfaces equal to and matching, the conditions which existed prior to damage, or at start of the work of this Contract, at no cost to the College.

H. Prior to start of work, Contractor, College and Construction Manager shall conduct an on-site inspection of existing conditions and the Contractor shall clearly document and report damaged conditions to the College. Items not reported to the College at time of inspection will be assumed to be result of Contractor's work, whose responsibility it will be to repair or replace those items. Contractors shall include, along with his report to the College, digital, dated photographs.

2.11 Landscape Repair and Additional Scope

A. Patch all grass areas damaged by construction vehicles and equipment. Re-sod or hydro-seed the area to its previous condition or better under the direction of the Construction Manager or College Maintenance Department. Do not use grass seeds. Replace any sprinklers or irrigation material damaged by construction activities. Upon completion of Work, Contractor shall restore grass areas to its previous conditions before start of construction operations. Prior to commencement of work, Contractor is to identify damaged and non-operational irrigation and landscape elements and report to the Construction Manager.

B. Fire-Hydrant Protection: Contractor shall protect all Fire Hydrants in the site vicinity from any kind of damage due to construction activity.

C. Contractor shall provide Construction traffic control including flagmen as necessary during deliveries. Contractor to provide flagmen and other traffic control personnel at any other location as may be deemed necessary by the construction manager-for safety of all students, staff and visitors. Contractor will follow pre-determined route for access and exit to the campus and shall direct/park all haul vehicles as directed by the Rio Hondo Program Management Team.

Other Exhibits

| Appendix A | Project Milestones (Section 01010) |
| Appendix B | Soils Report |
| Appendix C | Civil Engineering Survey |
| Appendix D | Construction Drawings |
| Appendix E | Project Manual (Specifications) |

END OF SECTION
Scope of Work

The contractor shall do the following to the RHC AJ Annex Refurbishment of the Administration Building:

1. Remove and replace all existing plumbing fixtures, toilet partitions, for existing restrooms and shower & locker rooms.
2. Patch and prep for new paint for 4 administration offices, break room, 4 classrooms (approx. 1000 sq. ft. each classroom), 1 women’s & 1 men’s restroom & locker rooms.
3. Repaint all walls and doors to the following; (4) administration offices, break room, (4) classrooms (approx. 1000 sq. ft. each classroom), 1 women’s & 1 men’s restroom & locker rooms.
4. Install new asphalt for new parking lot and resurface existing parking lot which includes restriping and wheel stops.
SECTION 01000
ABBREVIATIONS, SYMBOLS AND ACRONYMS

PART 1 - GENERAL
1.01 SECTION INCLUDES
   A. List of abbreviations, symbols, and acronyms of societies, institutes, and associations
generally appearing in the Contract Documents.

1.02 RELATED SECTIONS
   A. Division 01: General Requirements

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION
3.01 ABBREVIATIONS

ac Alternating current
amp ampere
BTU British thermal unit
cfh Cubic feet per hour
cfm Cubic feet per minute
cm Centimeter
Co. Company
COP Coefficient of performance
Corp. Corporation
d Penny
db. Decibel
DB Dry bulb
dc Direct current
EER Energy efficiency ratio
F Degrees Fahrenheit
fpm Feet per minute
ft Foot or feet
gph Gallons per hour
gpm Gallons per minute
HP Horsepower
HVAC Heating, ventilating and air conditioning
Hz Hertz
Inc. Incorporated
KHz Kilohertz
Kip thousand pounds
Ksf Thousand pounds per square foot
Ksi Thousand pounds per square inch
Kv Kilovolt
KVA Kilovolt amperes
KW Kilowatt
KWH Kilowatt hour
LF Linear foot
lb Pound
LED Light emitting diode
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</tr>
<tr>
<td>MHz</td>
<td>Mega hertz</td>
</tr>
<tr>
<td>mil</td>
<td>Thousandth of an inch</td>
</tr>
<tr>
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<td>Millimeter</td>
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<tr>
<td>mph</td>
<td>Miles per hour</td>
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<tr>
<td>oz.</td>
<td>Ounce</td>
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<tr>
<td>PCF</td>
<td>Pounds per cubic foot</td>
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<tr>
<td>pH</td>
<td>Acidity-alkalinity balance</td>
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<tr>
<td>psf</td>
<td>Pounds per square foot</td>
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<tr>
<td>psi</td>
<td>Pounds per square inch</td>
</tr>
<tr>
<td>psig</td>
<td>Pounds per square inch, gage</td>
</tr>
<tr>
<td>RF</td>
<td>Radio frequency</td>
</tr>
<tr>
<td>rpm</td>
<td>Revolutions per minute</td>
</tr>
<tr>
<td>SF</td>
<td>Square foot</td>
</tr>
<tr>
<td>SY</td>
<td>Square yard</td>
</tr>
<tr>
<td>WB</td>
<td>Wet bulb</td>
</tr>
</tbody>
</table>

### 3.02 SYMBOLS

- #  Number or pound
- '  Foot or feet
- "  Inch(es)
- %  Percent

### 3.03 ACRONYMS

- AA  The Aluminum Association, Inc
- AABC  Associated Air Balance Council
- AAMA  American Architectural Manufacturers Association
- AASHTO  American Association of State Highway and Transportation Officials
- AATCC  American Association of Textile Chemists and Colorists
- ABMA  American Boiler Manufacturers Association
- ACI  American Concrete Institute
- ADA  Americans with Disabilities Act
- ADAAG  Americans with Disabilities Act Accessibility Guidelines
- AGA  American Gas Association
- AGCIH  American Conference of Governmental Industrial Hygienists
- AI  Asphalt Institute
- AIA  American Institute of Architects
- AISC  American Institute of Steel Construction
- AISI  American Iron and Steel Institute
- AITC  American Institute of Timber Construction
- AMCA  Air Movement and Control Association, Inc.
- ANSI  American National Standards Institute
- APA  APA – The Engineered Wood 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
- ATBCB  Architectural & Transportation Barriers Compliance Board
- AWI  Architectural Woodwork Institute
- AWPA  American Wood Preservers Association
- AWPI  American Wood Preservers Institute
- AWS  American Welding Society
- AWWA  American Water Works Association
BHMA  Builders Hardware Manufacturers Association
BIA  Brick Institute of America
CAL/OSHA California Occupational Safety and Health Administration
CBC  California Building Code
CCR  California Code of Regulations
CEC  California Electrical Code
CFR  Code of Federal Regulations
CISPI  Cast Iron Soil Pipe Institute
CLFMI  Chain Link Fence Manufacturers Institute
CMC  California Mechanical Code
CQC  California Plumbing Code
CRA  California Redwood Association
CRI  Carpet and Rug Institute
CRSI  Concrete Reinforcing Steel Institute
CS  Commercial Standards, U.S. Department of Commerce
CSFM  California State Fire Marshal
CSI  Construction Specifications Institute
CTIOA  Ceramic Tile Institute of America
CTI  Cooling Tower Institute
DHI  Door and Hardware Institute
DSA  Division of the State Architect
EPA  Environmental Protection Agency
ETL  ETL Testing Laboratories
FCC  Federal Communication Commission
FM  Factory Mutual
FS  Federal Specifications
GA  Gypsum Association
GANA  Glass Association of North America
HMMA  Hollow Metal Manufacturer's Association
HPVA  Hardwood Plywood & Veneer Association
IACS  International Annealed Copper Standards
IAMPO  International Association of Plumbing and Mechanical Officials
ICBO  International Conference of Building Officials
ICEA  Insulated Cable Engineers Association
IEEE  Institute of Electrical & Electronic Engineers, Inc.
IES  Illuminating Engineering Society
IMI  International Masonry Institute
IRI  Industrial Risk Insurers
ISO  International Organization for Standardization
MLSFA  Metal Lath/Steel Framing Association
MSS  Manufacturers Standardization Society of the Valve & Fittings Industry.
NAAMM  National Association of Architectural Metal Manufacturers
NBFU  National Board of Fire Underwriters
NBS  National Bureau of Standards
NCMA  National Concrete Masonry Association
NEBB  National Environmental Balancing Bureau
NEMA  National Electrical Manufacturers Association
NEC  National Electrical Code
NFPA  National Fire Protection Association
NFPA  National Forest Products Association
NIOSH  National Institute for Occupational Safety and Health
NIST  National Institute of Standards and Technology
<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>NOFMA</td>
<td>National Oak Flooring Manufacturers Association</td>
</tr>
<tr>
<td>NPCA</td>
<td>National Paint and Coatings Association</td>
</tr>
<tr>
<td>NPDES</td>
<td>National Pollutant Discharge Elimination System</td>
</tr>
<tr>
<td>NRCA</td>
<td>National Roofing Contractors Association</td>
</tr>
<tr>
<td>NSF</td>
<td>National Sanitation Foundation</td>
</tr>
<tr>
<td>NTMA</td>
<td>National Terrazzo &amp; Mosaic Association</td>
</tr>
<tr>
<td>NUSIG</td>
<td>National Uniform Seismic Installation Guidelines</td>
</tr>
<tr>
<td>NWMA</td>
<td>National Woodwork Manufacturers Association</td>
</tr>
<tr>
<td>OEHS</td>
<td>Office of Environmental Health and Safety (LAUSD’s)</td>
</tr>
<tr>
<td>PCA</td>
<td>Portland Cement Association</td>
</tr>
<tr>
<td>PCI</td>
<td>Precast/Prestressed Concrete Institute</td>
</tr>
<tr>
<td>PDI</td>
<td>Plumbing and Drainage Institute</td>
</tr>
<tr>
<td>PEI</td>
<td>Porcelain Enamel Institute</td>
</tr>
<tr>
<td>PS</td>
<td>Product Standard, U.S. Department of Commerce</td>
</tr>
<tr>
<td>RIS</td>
<td>Redwood Inspection Service</td>
</tr>
<tr>
<td>RFCI</td>
<td>Resilient Floor Covering Institute</td>
</tr>
<tr>
<td>SCAQMD</td>
<td>South Coast Air Quality Management District</td>
</tr>
<tr>
<td>SDEI</td>
<td>Steel Deck Institute</td>
</tr>
<tr>
<td>SDI</td>
<td>Steel Door Institute</td>
</tr>
<tr>
<td>SFM</td>
<td>State Fire Marshal</td>
</tr>
<tr>
<td>SFPA</td>
<td>Southern Forest Products Association</td>
</tr>
<tr>
<td>SIGMA</td>
<td>Sealed Insulating Glass Manufacturers Association</td>
</tr>
<tr>
<td>SJI</td>
<td>Steel Joist Institute</td>
</tr>
<tr>
<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors National Association</td>
</tr>
<tr>
<td>SSPC</td>
<td>Steel Structures Painting Council</td>
</tr>
<tr>
<td>SWI</td>
<td>Steel Window Institute</td>
</tr>
<tr>
<td>TCA</td>
<td>Tile Council of America</td>
</tr>
<tr>
<td>UBPPA</td>
<td>Uni-Bell PVC Pipe Association</td>
</tr>
<tr>
<td>UCI</td>
<td>Uniform Construction Index</td>
</tr>
<tr>
<td>UFAS</td>
<td>Uniform Federal Accessibility Standards</td>
</tr>
<tr>
<td>UL</td>
<td>Underwriters' Laboratories, Inc.</td>
</tr>
<tr>
<td>WCLIB</td>
<td>West Coast Lumber Inspection Bureau</td>
</tr>
<tr>
<td>WDMA</td>
<td>Window and Door Manufacturers Association</td>
</tr>
<tr>
<td>WIC</td>
<td>Woodwork Institute of California</td>
</tr>
<tr>
<td>WWPA</td>
<td>Western Wood Products Association</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION 01010
PHASING OF THE WORK

PART 1 - GENERAL
1.01 SECTION INCLUDES
A. Requirements
   a. Comply with the requirements of Section 0800-2.5.

1.02 RELATED SECTIONS
A. Section 01010: Phasing of Work – APPENDIX A – MILESTONES
B. Section 01100: Summary of Work
C. Section 01040: Project Coordination
D. Section 01330: Submittal Procedures
E. Section 01320: Construction Progress Documentation
F. Section 01500: Construction Facilities and Temporary Controls
G. Section 01770: Closeout Procedures

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION
3.01 SUBMITTALS
A. CONTRACTOR shall submit a Project site logistics plans in accordance with the requirements of this Section.

3.02 LOGISTICS
A. Prior to the issuance of NTP, CONTRACTOR shall prepare and submit to Construction Manager, a detailed Project site logistic plan, in same size and scale of Drawings, setting forth CONTRACTOR plan of Work relative to the following items:
   1. Haul route in accordance with local ordinances to and from Project site;
   2. Identification of any overhead wire restrictions for power, street lighting, telecommunications or cable;
   3. Local sidewalk access and street closure requirements if required.
   4. Protection of sidewalk pedestrians and vehicular traffic;
   5. Project site fencing and access gate locations;/Parking
   7. Material staging or delivery areas;
   8. Material storage areas;
   9. Temporary trailer(s) locations;
   10. Temporary service location and proposed routing of all temporary utilities;
11. Location of temporary or accessible fire protection;
12. Trash removal and location of dumpsters;
13. Concrete pumping locations;
14. Crane locations if required
15. Location of portable sanitary facilities;
16. Concrete mixer truck washout locations;
17. Traffic control signage;
18. Perimeter and site lighting;
19. Storm Water Pollution Prevention Plan – SWPPP;
20. Stockpile or lay down areas;

B. Revised Project site logistic plan may be required by Construction Manager for separately identified phases and segments of Work as set forth in this Section.

C. CONTRACTOR is responsible for securing and/or obtaining all approvals and permits from authorities having jurisdiction over the work.

3.03 PHASING OF THE WORK

A. Project will be constructed in separate multiple phases, as identified in the Contract Documents. Unless otherwise approved or directed by OWNER, each phase shall be completed according to approved Baseline Schedule prior to commencement of subsequent phase. CONTRACTOR shall incorporate into the Phasing and Construction Schedule related work under separate contracts.

B. CONTRACTOR shall install all necessary Work for, but not limited to, power, lighting, signal, Electrical Transformed work, drainage, and plumbing systems in a specific work phase or segment before the specific work phase/segment is considered complete. All valves, pull boxes, stub outs, temporary capping, and other Work necessary for phased completion and operation of all necessary systems shall be provided whether or not such Work is specifically identified in Contract Documents.

3.04 PHASING OF THE WORK – GENERAL

A. CONTRACTOR shall prepare Construction Schedule in order to complete Work and related activities in accordance with phasing plan as established in Appendix “APPENDIX A – MILESTONES”. CONTRACTOR shall include all costs to complete all Work within Milestones or Contract Time.

B. OWNER will be seriously damaged by not having all Work completed within Milestones or Contract Time. It is mandatory Work be complete within Milestones or Contract Time.

C. The major phases/segments of the work are identified below and shall be followed with the following general guidelines.

**Phase 1-Mobilization and issuance of NTP**

Work to start immediately following issue of initial Notice to Proceed “NTP”. See Milestones 1, 2, 3 and 4; and requirements of Section 01500 and other related Sections.
Phase 2 – Construction to Substantial Completion:
Milestone 5,6. Construction to start following issuance of NTP Phase 2 is defined as completion of milestones 5, 6 and 7. All work to be substantially complete as defined by Article 7.2.2 of General conditions.

Phase 3 - Administrative Closeout:
Milestone 7-Work includes substantial completion of the overall project and final completion of Work in accordance with Articles 7.2.2 and 7.2.4 of the General conditions, respectively. (See milestone 8)

3.05 PHASING OF THE WORK – SPECIFIC

A. CONTRACTOR shall prepare Construction Schedule, and shall the complete following Milestones as shown in Section 01010 – Appendix A:

1. Phase 1: Mobilization – (10) calendar days: Milestones 1 through 4
2. Phase 2: Construction – (46) calendar days: Milestones 5 through 8.

B. The Total Contract Time shall be a total of 74 calendar days from date of commencement of Contract Time.

END OF SECTION
CONTRACTOR shall commence performance of the Contract upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the following Milestones.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Schedule</th>
<th>Liquidated Damages Per Calendar Day</th>
</tr>
</thead>
</table>
| No. 1     | **Phase 1 – Mobilization:**  
Notice to Proceed– NTP: Is established in accordance with Articles 7.1 and 7.2.2 of the General Conditions.                                                                                                                                                                                                                                                                                                                                                                              | Start date per NTP                                                                                                           |                                     |
| No. 2     | **Critical Shop Drawings & Submittals Complete:** Is defined as CONTRACTOR prepared Shop Drawings and Submittals that are either critical or near critical to the overall Substantial Completion of the Project. Milestones may include, but not be limited to, Baseline Schedule per Article 7.3, schedule of values per Article 8.2, DSA Deferred Approvals, New electrical service equipment, Transformers, excavation support system drawings, seismic calculations, shoring system drawings, or any long lead fabrication/procurement item requiring Shop Drawings. | 10 calendar days after the effective date of the NTP                                                                         |                                     |
| No. 3     | **Baseline Schedule Submitted:** Is defined as baseline schedule in compliance with all the requirements outlined in Article 7.3 and in Division 01 Sections 01320 and 01010 is completed and submitted for CM review and approval.                                                                                                                                                                                                                                                                  | 10 Calendar days after the effective date of the NTP                                                                         |                                     |
| No. 4     | **Completion of Mobilization activities:** Is defined as CONTRACTOR mobilization completed, all submittals approved and lead-time items processed for procurement, logistics plan submitted and approved (access, gates, parking, trailer locations, signage), site fencing completed if needed, temporary utilities connections completed (water, electric, phone, sanitation, fire protection), Project signage completed, submit for and obtain all required permits, implementation of Storm Water Pollution Prevention measures, submission of CONTRACTOR Safety, submission of CONTRACTOR Hazard Communication Plan, and obtain approval ACM submittal | 10 calendar days after the effective date of the NTP                                                                         |                                     |

* Milestone date to be determined by CONTRACTOR during development of the Construction Schedule and submitted to the CM for approval.

RIO HONDO COMMUNITY COLLEGE  
AJ ANNEX REFURBISHMENT OF ADMINISTRATION  
BUILDING PROJECT  
BID# 2063  
PHASING OF THE WORK - APPENDIX A  
01010 - PAGE 4 OF 5
<table>
<thead>
<tr>
<th>Milestone</th>
<th>Description</th>
<th>Schedule</th>
<th>Liquidated Damages Per Calendar Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>No. 5</td>
<td>Start of Construction: Total of 3 Calendar days following NTP.</td>
<td>3 Calendar days after the effective date of NTP.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>No. 6</td>
<td>Substantial Completion for Total Contract work: Is established in accordance with Article 7.2.2 of the General Conditions.</td>
<td>46 Calendar days after the effective date of the NTP.</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>No. 7</td>
<td>Close out and Final Completion: Is established in accordance with Article 7.2.4 of the General Conditions.</td>
<td>74 Calendar days after the effective date of the NTP.</td>
<td>$2,000.00</td>
</tr>
</tbody>
</table>

* Milestone date to be determined by CONTRACTOR during development of the Construction Schedule and submitted to the CM for approval.
SECTION 01020
PROJECT FORMS

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. The following, but not limited to, administrative forms and documents listed in this Section are to be utilized in the administration of the Work. Upon request by CONTRACTOR, Construction Manager may approve the use of alternate forms. One disc containing electronic files, listed hereafter, of Project Forms will be delivered to CONTRACTOR during the pre-construction meeting.

B. From time to time, OWNER may release new revisions and/or new Project Forms. At any time during the Project, if requested by College thru the Construction Manager, CONTRACTOR shall use the new released Project Forms.

1.02 Related DOCUMENTS

A. Division 01: General Requirements

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION

3.01 FORMS

A. The following examples of forms are contained within this Section:

1. Request for Information
2. Application for Payment (2 pages)
3. Request for Proposal
4. Request for Allowance Disbursement
5. Utility Shutdown and Start-up Request (2 pages)
6. Record of Negotiation
7. Justification for Contract Modification
8. Change Order Proposal Detail Sheets (3 pages)
9. Change Order

10. Construction Change Directive

11. College Construction Procedures Memorandum

3.02 PROCEDURES

A. Request for Information: This form is used to request additional information regarding any elements of the contract documents.

B. Application for Payment: This form is used in requesting a progress payment.

C. Request for Proposal: This form is used to request a proposed adjustment in the Contract Amount, Milestones or Contract Time in response to the Work contained within the Request for Proposal.

D. Allowance Disbursement Authorization: This form is used for the request and approval of Contract allowances.

E. Utility Shutdown Request: This form is to be submitted two weeks prior to any utility shutdown or start-up.

F. Record of Negotiations: This form is used to document any additional cost negotiations.

G. Justification for Contract Modification: This form is used to document any change order exceeding ten percent (10%), but not exceeding twenty-five percent (25%) of the original contract amount.

H. Change Order Proposal: This form is used to communicate proposed adjustments to the Contract Amount, Milestones or Contract Time.

I. Change Order: This form is used to adjust the Contract Amount, Milestones or Contract Time.

J. Construction Change Directive

K. College Construction Procedures Memorandum: This document contains additional College construction activity protocols. College reserves the right to change or update activity protocols at any time.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This section specifies administrative and procedural requirements governing the Contractor's Application for Payment.

B. Submit applications for payment to Architect in accordance with the schedule established by the conditions of the Contract and Agreement between Owner and Contractor.

C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "submittals".

1.2 SCHEDULE OF VALUES

A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.

1. Submit the schedule of Values to the Architect at the earliest feasible date, but in no case later than 7 days before the date scheduled for submittal of the initial Application for Payment.

B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values:

1. Identification: Include the following Project Identification on the Schedule of Values:
   a. Project name and location.
   b. Name of the Architect.
   c. Project Number.
   d. Contractor's name and address.
   e. Date of submittal.

2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
   a. Generic Name.
   b. Related Specification Section.
   c. Name of subcontractor.
   d. Dollar value.
   e. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.

3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into specific line items.

4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.

5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide
separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the College.

B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work covered by each Application or Payment is the period indicated in the Agreement.

C. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G703 as the form for Application for Payment.

D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the College. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values and Contractor’s Construction Schedule. Use updated schedules if revisions have been made.

2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.

3. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Architect.

4. When Architect finds the application completed and correct will transmit a certificate for payment to Owner with a copy to the Contractor.

E. Lien Release: With each Application for Payment submit lien releases from subcontractors or sub-contractors and suppliers for the construction period covered by the previous application.

1. Submit partial releases on each item for the amount requested, prior to deduction for retainage, on each item.

2. When an application shows completion of an item, submit final or full releases.

3. Submit final Application for Payment with or preceded by final releases from every entity involved with performance of Work covered by the application who could lawfully be entitled to payments.
4. Release forms: Submit on release forms provided by the College and execute in a manner, acceptable to the College.

F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor’s Construction Schedule (preliminary if not final).
5. Certificates of insurance and insurance policies.
6. Performance and payment bonds (if required).

G. Application for payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for College occupancy of designated portions of the Work.

1. Administrative actions and submittals that shall proceed or coincide with this application include:
   
a. Project inspector’s status of completion.
b. Warranties (guarantees) and maintenance agreements.
c. Test / adjust / balance records.
d. Maintenance instructions.
e. Meter readings.
f. Start-up performance reports.
g. Change-over information related to Owner’s occupancy, use, operation and maintenance.
h. Final cleaning.
i. Application for reduction of retainage, and consent of surety.
j. List of incomplete Work, recognized as exceptions to Architect’s Certificate of Substantial Completion.

H. Final Payment Application: Administrative actions and submittals which must precede or coincide with submittal of the final payment Application for Payment include the following:

1. Completion of Project closeout requirement.
2. Completion of items specified for completion after Substantial Completion.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay.
5. Transmittal of required Project construction records to Owner.

6. Removal of temporary facilities and services.

7. Removal of surplus materials, rubbish and similar elements.

8. Change of door locks to Owner’s access.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This section specifies administrative and procedural requirements for project coordination between Contractor, Subcontractors, Owner and Architect.

1.2 COORDINATION

A. General Contractor to coordinate the work of the subcontractors for the project.

B. Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

1. Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

2. Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

3. Make adequate provisions to accommodate items scheduled for later installation.

C. Where necessary, prepare memorandum for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

1. Prepare similar memorandum for the Owner and separate Contractors where coordination of their Work is required.

D. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the work. Such administrative activities include, but are not limited to, the following:

1. Attend preconstruction meetings.
2. Preparation of schedules.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Project Close-out activities.
7. Establish procedures for intra-project communications.

E. Submittals

1. CONTRACTOR shall prepare coordination drawings to coordinate the installation of products and materials fabricated, furnished and installed by separate entities, under different parts of the Contract. CONTRACTOR shall notify CONSTRUCTION
MANAGER and ARCHITECT of all major conflicts in writing in a timely manner so that the design team can respond without construction delays. Coordination drawings shall address the following at a minimum.

2. Limitations in available space for installation or service. CONTRACTOR shall overlay plans of each trade and verify space requirements and conflicts between trades. Minor changes and adjustments that do not affect design intent shall be made by CONTRACTOR and shall be highlighted for ARCHITECT’S review.

3. Incompatibility between items provided under different trades (such as difference in voltage between equipment specified under Division 15 and electrical power provided under Division 16.)

4. Inconsistencies between drawings, specifications and codes (between trades and within each trade)

5. Additional items required for existing facilities construction projects shall be Designed and prepared from available as-built drawings that are verified through non-invasive and non-destructive, visual observation only. CONTRACTOR shall field verify actual existing conditions during and upon completion of demolition work and incorporate findings into preparation of co-ordination drawings. Minor changes and adjustments that do not affect design intent shall be made by Sub-Contractor and shall be highlighted for CONSTRUCTION MANAGER and ARCHITECT’S reviews.

6. Prepare coordination drawings in CAD with each trade on a separate layer, in specified color and scale. CONTRACTOR and each Subcontractor shall provide and forward reproducible copies and CAD drawing files in the order described here:

7. Structural shop drawings shall indicate location and sizes of columns, beams and other structural members, as well as wall, roof and slab penetrations, and will be provided to mechanical, electrical, low voltage and plumbing Subcontractors for co-ordination. Structural items shall be indicated using black lines.

8. HVAC Subcontractor will indicate all ductwork, piping and equipment complete with installation and dimensioned service clearances, duct and pipe sizes, fitting types and sizes, top or bottom of duct and pipe elevations, distances of ducts, pipes and equipment from building reference points and hanger and support locations. Minor changes and adjustments that do not affect design intent shall be made by Subcontractor and shall be highlighted for CONSTRUCTION MANAGER and ARCHITECT’S reviews. Forward drawings to plumbing Subcontractor for further co-ordination. HVAC items shall be indicated using orange lines.

9. Plumbing Subcontractor will indicate all plumbing lines, and equipment complete with installation and dimensioned service clearances, pipe sizes, fitting types and sizes, top or bottom of pipe elevations, distances of pipes and equipment from building reference points and hanger/support locations Co-ordinate with HVAC Subcontractor. Minor changes and adjustments that do not affect design intent shall be made by Sub-contractor and shall be highlighted for CONSTRUCTION MANAGER and ARCHITECT’S reviews Upon completion drawings shall be forwarded to Fire Sprinkler Subcontractor for further co-ordination. All Plumbing items shall be indicated using blue lines.

10. Fire sprinkler Subcontractor will indicate fire sprinkler piping and equipment complete with installation and dimensioned service clearances, pipe sizes, fitting types and
sizes, top or bottom of pipe elevations, distances of pipes and equipment from
building reference points and hanger or support locations. Co-ordinate with

Plumbing and HVAC Subcontractors. Minor changes and adjustments that do not
affect design intent shall be made by sub-contractors and shall be highlighted for
CONSTRUCTION MANAGER and ARCHITECT'S reviews. Upon completion
drawings shall be forwarded to Electrical CONTRACTOR for further co-ordination.
Fire sprinkler equipment shall be indicated using red lines.

11. Electrical and Low Voltage Subcontractors will indicate service and feeder conduit
runs and other electrical equipment complete, including low voltage with installation
and dimensioned service clearances, sizes, top or bottom of conduit and rack
elevations, distances of conduits and equipment from building reference points and
hanger and support locations. Co-ordinate with Fire Sprinkler, Plumbing and HVAC
Subcontractors. Minor changes and adjustments that do not affect design intent shall
be made by sub-contractors and shall be highlighted for CONSTRUCTION
MANAGER and ARCHITECT'S reviews. Upon completion drawings shall be
forwarded to CONTRACTOR for further co-ordination. Electrical work shall be
indicated in dark green lines. Low voltage work shall be indicated in light green lines.

12. CONTRACTOR will be responsible for the overall coordination review. As each
co-ordination drawing is completed, CONTRACTOR will meet with CONSTRUCTION
MANAGER to review and resolve all conflicts on coordination drawings.

1.3 PROJECT MEETINGS

F. The Construction Manager shall schedule and administer preconstruction meetings,
periodic progress meetings, and specifically called meetings throughout the progress of the
work.

1. Prepare agenda for meetings.

2. Distribute written notice of each meeting four days in advance of meeting date.

3. Make physical arrangements for meetings. (To be provided by Contractor for field
meetings)

4. Preside at meetings.

5. Record the minutes; Include all significant proceedings and decisions.

6. Reproduce and distribute copies of minutes to General Contractor. General
Contractor is required to supply copies of minutes to his Suppliers and
Subcontractors.

   a. General Contractor is required to supply copies of minutes to his Suppliers
      and Subcontractors and all parties affected by decisions made at meeting.

G. Representatives of contractors, subcontractors and suppliers attending the meetings shall
be qualified and authorized to act on behalf of the entity each represents.
H. Architect shall attend meetings to ascertain that work is expedited consistent with Contract Documents and the construction schedules.

Suggested Agenda: Pre-Construction Meeting
a. Distribution and discussion of:
   1) List of major subcontractors schedules.
   2) Projected construction schedules.
   3) Critical work sequencing.
   4) Major equipment deliveries and personnel.
   5) Project Coordination.
   6) Designation of responsible personnel.
   7) Procedures and processing of:
      a) Field decisions.
      b) Proposal requests.
      c) Submittals.
      d) Change Orders.
      e) Applications for Payments.
   9) Procedures for maintaining Record Documents.
   10) Use of premise:
       a) Office, work, and storage areas.
       b) Owner’s requirement.
   11) Construction facilities, controls, and construction aids.
   12) Temporary utilities.
   13) Safety and first-aid procedures.
   14) Security procedures.
   15) Housekeeping procedures.

I. Suggested Agenda Progress Meetings:

   1. Review, approval of minutes of previous meeting.
   2. Review of work progress since previous meeting.
   3. Field observations, problems and conflicts.
   4. Problems which impede Construction Schedule.
   5. Review of off-site fabrication, delivery schedules.
   6. Corrective measures and procedures to regain projected schedule.
   7. Revisions to Construction Schedule.
   8. Plan progress schedule, during succeeding work period.
   9. Coordination of schedules.
  10. Review submittal schedules; expedite as required.
  12. Review proposed changes for:
      a. Effect on Construction Schedule and on completion date.
      b. Effect on other contracts of the project.
  13. Other business.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, that apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 1 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 REFERENCES

A. Change Order Requirements per Title 24 Part 1 CCR.

1. Changes in the plans and specifications are to be made by addenda or change orders approved by the Division of the State Architect, Title 24 Part 1 Section 4-338.

2. Change Orders: Changes or alterations of the approved plans or specifications after a contract for the work has been awarded are to be made by means of Change Orders. State the reason for the change and provide supplementary drawings where necessary. Change orders must be manually signed by the Architect or Engineer in general responsible charge of observation of the work or by the Architect or Engineer delegated responsibility for observation of the portion of the work affected by the change order.

3. Change orders are required to bear the approval of the College or the Program Management Team.

4. One original signed copy by all parties of each change order is required for the files of the Division of the State Architect.

1.4 MINOR CHANGES IN THE WORK

A. Architect will issue through Construction Management Company supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on in the form of a Bulletin.

1.5 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Construction Management Company will issue a detailed description of proposed changes in the Work that may require adjustment to the Con-
tract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Construction Management Company are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.

2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

   c. Include an updated Contractor’s Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Construction Manager.

1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.

4. Include an updated Contractor’s Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

5. Comply with requirements in Division 1 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: For Change Order proposals use forms provided by College.
1.6 CHANGE ORDER PROCEDURES

A. On College's approval of a Proposal Request, Construction Management Company or Architect will issue six (6) Change Orders for signatures of College and Contractor on form approved by the College.

B. All changes shall become effective when executed and approved by the District's governing Board, Architect, Contractor & Program Management Team.

1.7 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

C. 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary (Special) Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures.
2. Conservation.
3. Coordination Drawings.
4. Administrative and supervisory personnel.
5. Project meetings.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Interpretations and Clarifications" for procedures for making a request for interpretation or clarification of the Contract Documents.
2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 COORDINATION

A. Coordination: Coordinate construction operations required by the Contract Documents to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
3. Make adequate provisions to accommodate items scheduled for later installation, including, but not limited to, coordination of furnishing and placing embedded items, sleeves, and block-outs with formwork and reinforcing steel for cast-in-place concrete.
4. Resolve conflicts and coordinate access to, and utilization of, spaces available for construction activities on the site and within structures, and delivery, storage, and installation of materials and equipment.
5. Implement a quality assurance program designed to ensure completion of the Work in accordance with requirements of the Contract Documents.

B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.

1. Prepare similar memoranda for the Construction Manager and separate contractors if coordination of their Work is required.

C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Installation and removal of temporary facilities and controls.
4. Delivery and processing of submittals.
5. Progress meetings.
6. Pre-installation conferences.
7. Project closeout activities.
8. Obtaining required permits and approvals from authorities having jurisdiction.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.4 SUBMITTALS

A. Coordination Drawings: Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

1. Indicate relationship of components shown on separate Shop Drawings.
2. Indicate required installation sequences.
3. Refer to Division 15 Section "Basic Mechanical Materials and Methods" for specific Coordination Drawing requirements for mechanical installations.

B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.
1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.5 PROJECT MEETINGS

A. General: Contractor shall attend and participate in meetings related to the Project and, as determined necessary by the Contractor, shall schedule and conduct meetings not designated to be scheduled and conducted by another entity.

B. Preconstruction Conference (Job Start Meeting): The Construction Manager will schedule a preconstruction conference before starting construction, at a time convenient to Contractor, Construction Manager, Construction Administrator, and Architect, but no later than 15 days after execution of the Agreement. The conference will be held at Project site or another convenient location.

1. Attendees: College Representative, Program Management Team, Construction Manager, Inspector of Record, Architect of Record and its consultants as applicable; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; Contractor’s designated safety manager; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

2. Agenda: Discussion will focus on, but not necessarily be limited to, the following items:
   a. Tentative construction schedule.
   b. Phasing.
   c. Critical work sequencing.
   d. Approved forms.
   e. Designation of responsible personnel.
   f. Procedures for processing field decisions and Change Orders.
   g. Procedures for processing Applications for Payment.
   h. Distribution of the Contract Documents.
   i. Submittal procedures.
   j. Preparation of Record Documents.
   k. Use of the premises.
   l. Responsibility for temporary facilities and controls.
   m. Parking availability.
   n. Office, work, and storage areas.
   o. Equipment deliveries and priorities.
   p. First aid.
   q. Security.
   r. Progress cleaning.
   s. Working hours.

C. Pre-installation Conferences: Contractor shall conduct a pre-installation conference at Project site before each construction activity that requires coordination with other construction.

1. Distribute written notice of agenda, meeting time, and location a minimum of 4 calendar days in advance.

2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and
installations that have preceded or will follow, shall attend the meeting. Advise Program Management Team, College Representative, Inspector of Record, Architect of Record, Contractor's Superintendent, and major Subcontractors as requested by Contractor and/or Program Management Team, of scheduled meeting dates.

3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
   b. Options.
   c. Related Change Orders.
   d. Purchases.
   e. Deliveries.
   f. Submittals.
   g. Review of mockups.
   h. Possible conflicts.
   i. Compatibility problems.
   j. Time schedules.
   k. Weather limitations.
   l. Manufacturer's written recommendations.
   m. Warranty requirements.
   n. Compatibility of materials.
   o. Acceptability of substrates.
   p. Temporary facilities and controls.
   q. Space and access limitations.
   r. Regulations of authorities having jurisdiction.
   s. Testing and inspecting requirements.
   t. Required performance results.
   u. Protection of construction and personnel.

4. Record significant conference discussions, agreements, and disagreements in meeting minutes and distribute to attendees.

5. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.

D. Progress Meetings: Construction Manager will conduct progress meetings at bi-weekly intervals, as a minimum.

1. Construction Manager will prepare and distribute agenda.

2. Attendees: In addition to representatives of the College, Construction Administrator, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Notify Architect in advance about topics for discussion as appropriate to status of Project.

   a. Contractor's Construction Schedule: Review progress since the last meeting. Report whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Report how construction behind schedule will be expedited; secure commitments from parties involved to do so.
Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

b. Review present and future needs of each entity present, including the following:
   1) Interface requirements.
   2) Sequence of operations.
   3) Status of submittals.
   4) Deliveries.
   5) Off-site fabrication.
   6) Access.
   7) Site utilization.
   8) Temporary facilities and controls.
   9) Work hours.
   10) Hazards and risks.
   11) Progress cleaning.
   12) Quality and work standards.
   13) Change Orders.
   14) Documentation of information for payment requests.

4. Reporting: Construction Manager will distribute minutes of the meeting to the Contractor, Architect, Construction Administrator and other parties as requested by the University. Upon receipt of minutes from the Architect, Contractor shall distribute copies of the minutes to other entities on the Contractor's team as applicable.

   a. Schedule Updating: Contractor shall revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

E. Contractor-Subcontractor Coordination Meetings: Contractor shall conduct Project coordination meetings weekly. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.

   1. Provide notice of meeting agenda, time, and location as far in advance as possible.

   2. Attendees: In addition to representatives of the Program Management Team and Construction Administrator that may attend on occasion, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.

   3. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.

      a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.

c. Review present and future needs of each contractor present, including the following:
   1) Interface requirements.
   2) Sequence of operations.
   3) Status of submittals.
   4) Deliveries.
   5) Off-site fabrication.
   6) Access.
   7) Site utilization.
   8) Temporary facilities and controls.
   9) Work hours.
   10) Hazards and risks.
   11) Progress cleaning.
   12) Quality and work standards.
   13) Change Orders.

4. Reporting: Record meeting results and distribute copies to the Construction Manager, Program Management Team, Architect and Construction Administrator, plus everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary (Special) Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for requesting information:

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Contract General Conditions for administrative and procedural requirements for handling and processing Contract modifications.

2. Division 1 Section "Project Management and Coordination" for general project coordination procedures.

3. Division 1 Section "Submittal Procedures" for administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

4. Division 1 Section "Product Requirements" for administrative and procedural requirements for selection of products for use in the Project, product substitutions, and comparable products.

1.3 DEFINITIONS

A. Request For Information (RFI): A written document submitted by the Contractor requesting interpretation or clarification of a portion of the Contract Documents.

1.4 RFI PROCEDURE

A. Coordinate preparation and submittal of each RFI to avoid conflicts and to ensure orderly progress of the Work. Submit each RFI immediately upon discovery of the need for interpretation or clarification and within a time frame that will allow for appropriate review and response without causing a delay in construction progress and the need for revision of the construction schedule.

1. Time for Response to RFI: The amount of time necessary for appropriate review and response to a RFI will vary. Typically, a response will be issued within 7 days. Complex issues may require additional time. Contractor will be notified in writing if a response will take more than 7 calendar days.

B. Requests for Information (RFI): Make requests for information in writing to the Construction Manager immediately after the Contract Documents have been thoroughly reviewed with regard to a specific issue and an interpretation or clarification of the Contract Documents regarding that issue is required.
1. Requests for interpretation or clarification submitted to the Construction Manager will be logged in Expedition. The Construction Manager or Architect will only review Requests for Interpretation or Clarification received directly in the required written form provided.

2. Assign a RFI number to each RFI. Assign numbers sequentially, in three digits, starting with 001. Add an alphabetical suffix to the RFI number for each resubmission of that RFI. For example, number the first RFI as "001." Number the second RFI "002." Identify the first re-submittal of RFI "002" as "002a" and subsequent re-submittals in alphabetical sequence.

3. Submit a RFI only if one of the following conditions occur:
   a. Discovery, after through review, of an unforeseen condition or circumstance that is not addressed in the Contract Documents.
   b. Discovery, after thorough review, of an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent with, or is not reasonably inferred from, the intent of the Contract Documents.
   c. Discovery, after thorough review, of an apparent omission from the Contract Documents that can not be reasonably inferred from the intent of the Contract Documents.

4. Do not submit a RFI in place of any of the following:
   a. A request for substitution of material, product, or method of construction.
   b. A Product Data, Shop Drawing, or other submittal required by the Contract Documents.
   c. A Change Order Request.
   d. Coordination required of the Contractor by the Contract Documents.

5. A Request for Information and the Construction Manager's or Architect's response does not alter or change the requirements of the Contract Documents, does not serve and will not be considered as a product data or shop drawing submittal, substitution request, Cost Request Bulletin or Change Order Request, and is not an authorization to proceed in a manner resulting in Work that does not comply with the Contract Documents or results in increased time or extra cost to the College.
   a. Comply with the Contract General Conditions for issues related to Change Orders.

6. When the Contract Documents clearly identify the information requested by the Contractor in a RFI, the Contractor shall reimburse the College for costs, including, but not limited to, labor costs at Architect's normal hourly billing rates and reimbursable expenses at cost plus 15 percent incurred by the Architect in reviewing the unnecessary RFI.
C. RFI Log: A log for recording information about RFI status and responses will be provided by the Construction Manager, who will maintain and continuously update the RFI Log.

1. Make corrections to Log entries as directed by the Construction Manager.

1.5 FORM OF RFI

A. Submit a legible written request on the required RFI form, including the following information:

1. Project name, as listed on the Contract Documents, and Architect's and Specifications.
2. Date.
3. Name, address, telephone and FAX numbers of the Contractor.
4. Name of individual making the request.
5. Number and title of appropriate Specification Section or Sections.
6. Drawing numbers and detail references, as appropriate.
7. RFI Number.
8. Clear, concise, explanation of information or clarification requested.
9. Clear, concise explanation of Contractor's assumed interpretation or clarification of the issue. Include written description of proposed solution and submit graphic description of proposed solution, as applicable.
10. Submit photograph of area in question when requesting clarification or interpretation of an issue relating to a portion of Work in place or Work to be adjoined or installed to Work in place.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, that apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Initial Construction Schedule.
2. Contractor's Construction Schedule.
4. Daily construction reports.
5. Material location reports.
6. Field condition reports.
7. Special reports.

B. Related Sections include the following:

1. Division 1 Section "Phasing of the Work" for application of construction Work sequence recommended and calendar constrains identified by Owner.
2. Division 1 Section "Applications for Payment" for submitting the Schedule of Values.
3. Division 1 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
4. Division 1 Section "Submittal Procedures" for submitting schedules and reports.
5. Division 1 Section "Quality Requirements" for submitting a schedule of tests and inspections.
6. Division 1 Section "Closeout Procedures" for submitting photographic negatives as Project Record Documents at Project closeout.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.
C. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Event: The starting or ending point of an activity.

E. Float: The measure of leeway in starting and completing an activity.

1. Float time is not for the exclusive use or benefit of either College or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

2. Free float is the amount of time an activity can be delayed without adversely affecting the early start of the following activity.

3. Total float is the measure of leeway in starting or completing an activity without adversely affecting the planned Project completion date.

F. Fragnet: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.

G. Major Area: A story of construction, a separate building, or a similar significant construction element.

H. Milestone: A key or critical point in time for reference or measurement.

I. Network Diagram: A graphic diagram of a network schedule, showing activities and activity relationships.

1.4 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article and in-house scheduling personnel to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Submittals Schedule: Submit three copies of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Architect's and Construction Administrator's final release or approval.

C. Initial Construction Schedule: Also referred as Preliminary Construction schedule - Submit two printed copies and one electronic copy in Primavera Format;
D. Initial Network Diagram: Also referred to as the Preliminary network diagram. Submit one electronic copy in Reproducible media format and two printed copies large enough to show entire network for entire construction period to each recipient.

E. Contractor's Construction Schedule: Also referred to as Baseline Construction Schedule. Submit one electronic copy in Primavera Format, two printed copies of schedule and one reproducible copy in media format. Additionally submit reports as required in Section 1.4 F.

F. CPM Reports: Concurrent with CPM schedule, submit three printed copies of each of the following computer-generated reports. Format for each activity in reports shall contain activity number, activity description, original duration, remaining duration, early start date, early finish date, late start date, late finish date, and total float.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.

2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.

3. Total Float Report: List of all activities sorted in ascending order of total float.

4. Earnings Report: Compilation of Contractor's total earnings from the Notice to Proceed until most recent Application for Payment.

G. Daily Construction Reports: Submit two copies at weekly intervals.

H. Material Location Reports: Submit two copies at weekly intervals.

I. Field Condition Reports: Submit two copies at time of discovery of differing conditions.

J. Special Reports: Submit two copies at time of unusual event.

1.5 QUALITY ASSURANCE

A. Scheduling Consultant Qualifications: An experienced specialist in CPM scheduling and reporting.

B. Pre-scheduling Conference: Conduct conference at Project site 7 days after the established Notice to Proceed to comply with requirements in Division 1 Section “Project Management and Coordination.” Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Review software limitations and content and format for reports.
2. Verify availability of qualified personnel needed to develop and update schedule.
3. Discuss constraints, including work stages, interim milestones, and partial Owner occupancy.
4. Review delivery dates for Owner-furnished products.
5. Review schedule for work of Owner's separate contracts.
6. Review time required for review of submittals and re-submittals.
7. Review requirements for tests and inspections by independent testing and inspecting agencies.
8. Review time required for completion and startup procedures.
9. Review and finalize list of construction activities to be included in schedule.
10. Review submittal requirements and procedures.
11. Review procedures for updating schedule.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved

2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

C. Auxiliary Services: Cooperate with photographer and provide auxiliary services requested, including access to Project site and use of temporary facilities including temporary lighting.

PART 2 - PRODUCTS

2.1 SUBMITTALS SCHEDULE

A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review of minimum 14 to maximum 30 calendar days, re-submittal, ordering, manufacturing, fabrication, and delivery when establishing dates.

1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.

2. Initial Submittal: Submit concurrently with preliminary network diagram. Include submittals required during the first 21 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.

3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's Construction Schedule.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in the Associated General Contractors of America's (AGC) "Construction Planning & Scheduling."
B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Final Completion.

1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Activity Duration: Define activities so no activity is longer than 30 days, unless specifically allowed by Construction Administrator.

2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

3. Submittal Review Time: Include review and re-submittal times indicated in Division 1 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.

4. Startup and Testing Time: Include not less than 15 days for startup and testing.

5. Final Completion: Indicate completion in advance of date established for Final Completion, and allow time for Construction Administrator's administrative procedures necessary for certification of Final Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Phasing: Arrange list of activities on schedule by phase.

2. Work by Owner: Include a separate activity for each portion of the Work performed by College.

3. Work Restrictions: Show the effect of the following items on the schedule:
   a. Coordination with existing construction.
   b. Limitations of continued occupancies.
   c. Uninterruptible services.
   d. Partial occupancy before Final Completion.
   e. Use of premises restrictions.
   g. Seasonal variations.
   h. Environmental control.
4. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:
   a. Subcontract awards.
   b. Submittals.
   c. Purchases.
   d. Mockups.
   e. Fabrication.
   f. Sample testing.
   g. Deliveries.
   h. Installation.
   i. Tests and inspections.
   j. Adjusting.
   k. Curing.
   l. Startup and placement into final use and operation.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, and Final Completion.

F. Cost Correlation: The activities in the schedule shall be cost loaded. The total cost loading of all activities in the schedule shall equal the contract sum. At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

   1. Refer to Division 1 Section "Payment Procedures" for cost reporting and payment procedures.

G. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis using fragnets to demonstrate the effect of the proposed change on the overall project schedule.

H. Computer Software: Prepare schedules using a program that has been developed specifically to manage construction schedules.

   1. Primavera software as indicated the General Conditions and compatible with P3 e/e and Expedition.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE (CPM SCHEDULE)

A. General: Prepare network diagrams using AON (activity-on-node) format.

B. Initial Construction Schedule/Initial CPM Network Diagram: Submit diagram within 21 days of date established for the Notice to Proceed to the College with copy to the Architect and the Construction Administrator. Outline significant construction activities for the first 60 days of construction. Include skeleton diagram for the remainder of the Work and a cash requirement prediction based on indicated activities.

C. Contractor's construction Schedule: Prepare Contractor's Construction Schedule using a CPM network analysis diagram.
1. The Contractors Construction schedule and baseline schedule shall be submitted 15
days after receiving comments from the CM and RHPMT on the initial construction
schedule.

2. Conduct educational workshops to train and inform key Project personnel, including
subcontractors’ personnel, in proper methods of providing data and using CPM
schedule information.

3. Establish procedures for monitoring and updating CPM schedule and for reporting
progress. Coordinate procedures with progress meeting and payment request dates.

4. Use "one workday" as the unit of time.

D. CPM Schedule Preparation: Prepare a list of all activities required to complete the Work.
Using the preliminary network diagram, prepare a skeleton network to identify probable crit-
ical paths.

1. Activities: Indicate the estimated time duration, sequence requirements, and rela-
tionship of each activity in relation to other activities. Include estimated time frames
for the following activities:
   a. Preparation and processing of submittals.
   b. Purchase of materials.
   c. Delivery.
   d. Fabrication.
   e. Installation.

2. Processing: Process data to produce output data or a computer-drawn, time-scaled
network. Revise data, reorganize activity sequences, and reproduce as often as
necessary to produce the CPM schedule within the limitations of the Contract Time.

3. Format: Mark the critical path. Locate the critical path near center of network; locate
paths with most float near the edges.
   a. Sub-networks on separate sheets are permissible for activities clearly off the
critical path.

E. Initial Issue of Schedule: Prepare initial network diagram from a list of straight "early start-
total float" sort. Identify critical activities. Prepare tabulated reports showing the following:

1. Contractor or subcontractor and the Work or activity.
2. Description of activity.
3. Principal events of activity.
4. Immediate preceding and succeeding activities.
5. Early and late start dates.
6. Early and late finish dates.
7. Activity duration in workdays.
8. Total float or slack time.
10. Dollar value of activity (coordinated with the Schedule of Values).
F. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
5. Changes in the critical path.
6. Changes in total float or slack time.
8. Submit updated schedule printouts 5 days before each regularly submitted monthly pay request.

2.4 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:

1. List of subcontractors at Project site.
2. List of separate contractors at Project site.
3. Approximate count of personnel at Project site.
4. High and low temperatures and general weather conditions.
5. Accidents.
6. Meetings and significant decisions.
7. Unusual events (refer to special reports).
8. Stoppages, delays, shortages, and losses.
9. Meter readings and similar recordings.
10. Emergency procedures.
11. Orders and requests of authorities having jurisdiction.
12. Change Orders received and implemented.
13. Services connected and disconnected.
14. Equipment or system tests and startups.
15. Partial Completions and occupancies.
16. Final Completions authorized.

B. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.

C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information as indicated in Division 1 Section "Project Management and Coordination." Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

2.5 SPECIAL REPORTS

A. General: Submit special reports directly to the Construction Manager within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.
B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise the Construction Manager in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Scheduling Consultant: Engage a consultant to provide planning, evaluation, and reporting using CPM scheduling.

1. In-House Option: College may waive the requirement to retain a consultant if Contractor employs skilled personnel with experience in CPM scheduling and reporting techniques. Submit qualifications.

2. Meetings: Scheduling consultant shall attend all meetings related to Project progress, alleged delays, and time impact.

B. Contractor's Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule 5 days before each regularly submitted monthly pay request.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.

3. As the Work progresses, indicate Actual Completion percentage for each activity.

C. Distribution: Distribute copies of approved schedule to the Program Management Team, Construction Manager, Architect, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.

2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, that applies to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.

1. Product Data. 
2. Shop Drawings. 
3. Samples. 
4. Product Schedule or List 
5. Delegated-Design Submittal. 
6. Preliminary construction schedule. 
7. Contractor's construction schedule. 
8. Submittals schedule. 
10. Schedule of Values. 
11. Subcontract List. 
12. Informational Submittals (including a listing of extra stock materials and the Contractor's Punch List). 
13. Contractor's Daily Reports.

B. Related Sections include the following:

1. Specification Section 01330 of the Contract General Conditions for additional requirements, especially those regarding requests for Alternatives or Equals and for Substitutions. 
2. General Contract Conditions for submitting Applications for Payment. 
3. Division 1 Section "Project Management and Coordination" for submitting Coordination Drawings. 
4. Division 1 Section "Quality Requirements" for submitting test and inspection reports and Delegated-Design Submittals and for erecting mockups. 
5. Division 1 Section "Closeout Procedures" for submitting warranties. 
6. Division 1 Section "Project Record Documents" for submitting Record Drawings, and Record Specifications. 
7. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
1.3 CONTRACTOR RESPONSIBILITIES

A. Review shop drawings, and product data prior to submission. Provide review stamp on submittals. See Example “A” form at the end of this section.

B. Determine and Verify:

1. Field Measurements.
2. Field construction criteria.
3. Catalog numbers and similar data.

C. Coordinate each submittal with requirements of the work and of the Contract documents.

D. Notify the Architect in writing, at the time of submission, of any deviations in the submittals from requirements of the Contract Documents.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Contractor’s use in preparing submittals.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Assign a “Submittal Number” to each submittal. Assign numbers sequentially, in three digits, starting with 001. Add an alphabetical suffix to the submittal number for each resubmission of that submittal. For example, number the first submittal as "001." Number the second submittal "002." Identify the first re-submittal of submittal "002" as "002a" and subsequent re-submittals in alphabetical sequence.

2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.

3. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.

a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Submittals Schedule: Comply with requirements in Contract General Conditions for list of submittals and time requirements for scheduled performance of related construction activities. Submittal schedule shall be submitted within twenty-one (21) calendar days after Notice to Proceed.
D. Spare and Extra Materials List: Prepare and submit a list of all spare parts and extra stock of materials required by the Contract Documents. Include quantities and volumes, as applicable, of each spare part and material. Include this list with the Submittals Schedule.

E. Processing Time: Allow enough time for submittal review, including time for re-submittals, as follows. "Sufficient time," as used in this Section means a minimum of 15 calendar days. The maximum number of calendar days required to adequately review a submittal can not be established due to such intangibles as the completeness and legibility of information provided in the submittal, and the type and complexity of material, equipment, system or work delineated. The Architect's review time will not commence until a submittal meeting all pertinent requirements of this Section and of other applicable Sections of these Specifications is received in the Architect's office.

1. Initial Review: Allow a minimum of 15 calendar days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination. Allow a minimum of 45 calendar days for initial review of submittals for the following:
   a. Structural steel.
   b. Steel stairs.
   c. Cold-formed metal framing.
   d. Composite wall system.
   e. Interior architectural woodwork.
   f. Curtain wall and storefront.
   g. Doors and door hardware.
   h. Mechanical and electrical equipment supports.
   i. Ductwork.
   j. Fire alarm system.
   k. Fire sprinkler system.
   l. Building automation control system.
   m. Elevators.
   n. Rooftop air handling units.
   o. Electrical switchgear.
   p. Lighting, both interior and exterior.
   q. Lighting controls.
   r. HVAC equipment and accessories.
   s. Any item of work that the Contractor believes that, due to the nature or complexity of the submittal, may require additional time for review by the Architect.

2. If intermediate submittal is necessary, process it in same manner as initial submittal.

3. Allow a minimum of 15 calendar days for processing each re-submittal.

4. No extension of the Contract Time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

5. Except where the Specifications specifically call for more than one submittal of the same item, or in the event an initial submittal results in substantial clarification of the Contract Documents by the Architect or Program Management Team, the Architect
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SUBMITTAL PROCEDURES

has allowed time for review of initial submittal and 1 re-submittal. If after 1 re-submittal beyond the number of submittals required by the Specifications or by clarification, the Architect determines the submittal fails to address comments and corrections previously indicated by the Architect and requires additional re-submittal, the Contractor shall be responsible for costs, including, but not limited to, labor costs at Architect's normal hourly billing rates and reimbursable expenses at cost plus 15 percent incurred by the Architect in reviewing the additional re-submittals.

F. Contractor Review and Approval: Thoroughly review each submittal for compliance with the Contract Documents prior to transmitting to the Architect. Do not transmit a submittal to the Architect until that submittal is approved by the Contractor and marked "APPROVED" as indicated under "Submittal Preparation" Paragraph and signed by a member of the Contractor's full-time staff assigned and stationed at the Project site. Failure to comply with this requirement will result in return of the submittal with no action taken by the Architect.

G. Re-submittals: Promptly make required corrections and resubmit to the Architect only those submittals which the Architect has specifically requested be resubmitted by placing the mark "Revise and Resubmit" on the original submittal or transmittal.

1. Clearly identify revisions made to a submittal which were not specifically requested by the Architect on previous submissions.

2. Do not resubmit Shop Drawings or other submittals that have not been requested as re-submittals by the Architect.

3. If an error is discovered or a change is made for any reason to a submittal previously marked "Reviewed" by the Architect, resubmit the submittal with all changes made since the prior review clearly marked and noted. Provide written explanation of each change and the reason the change is required.

4. When resubmitting a Sample, clearly mark the Sample with the words "Resubmitted Sample" in addition to other information required.

H. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.

2. Provide a space approximately 5 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect. On Samples, physically attach label (paper, plastic, or cardboard form) to the sample. On Product Data, attach a separate sheet if there is not adequate space on the Product Data.

3. Include the following information on label for processing and recording action taken:
   a. Project name, as listed on the Contract Documents. DSA # and other related identifying number, if any, on the drawings and specifications.
   b. Date of current submission and dates of all previous submissions of the same submittal, if applicable.
   c. Name and address of Contractor.
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d. Submittal Number, including alphabetic revision indicator, if applicable.

e. Number and title of appropriate Specification Section.

f. Drawing number and detail references, as appropriate.

g. Contractor's review certification indicating submittal is "Approved" by the Contractor.

h. The Construction Schedule activity number to which the submittal pertains.

i. Other necessary identification.

4. In addition to space provided on label or title block for Contractor's information, provide a separate blank space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Architect's review markings and the action taken.

I. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

J. Additional Copies:

1. As requested by the Construction Manager, submit one copy of submittal to concurrent reviewer in addition to specified number of copies to the Architect.

2. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.

K. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.

1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations and reasons for deviations. Include the same label information as the related submittal.

2. Include Contractor's certification stating that information submitted complies with requirements of the Contract Documents.

3. Transmittal Form: Upon approval by the Construction Administrator and Architect, use Contractor's standard transmittal form indicating all required information for transmittal of submittals. Note that the submittal will also be tracked electronically using a transmittal form generated by the Construction Manager's electronic system. Provide locations on form for the following information:

a. Project name and Architect's project number, DSA A#, and related other identifying number, if any.

b. Date.

c. Name, address, telephone and FAX numbers of the Contractor.

d. Name and address of the subcontractor.

e. Name and address of the supplier.

f. Name and address of the manufacturer.

g. Number and title of appropriate Specification Section.
h. Drawing number and detail references, as appropriate.
i. Submittal Number.
j. Signature of transmitter.

L. Method of Transmittal: Transmit submittals by first class mail, over-nite mail, messenger, or personal delivery to the office of the Architect. Use method necessary to maintain schedule.

M. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

N. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

O. Submittal Log: A log for recording information about submittal status and responses will be provided in the Construction Manager’s electronic system. Maintain and continuously update the Submittal Log in the Construction Manager’s system.

1. Cross reference to the first activity of the Construction Schedule, which will be dependent on the approved submittal.

2. Make corrections to Log entries as directed by the Construction Manager.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Critical Path Schedule: Prepare a fully developed, Critical Path Type Contractor's construction schedule. Submit Schedule prior to first payment request, but no later than 30 days from the date of the District's Notice to Proceed.

1. Provide a separate time for each significant construction activity. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the work as indicated in the “Schedule of Values”.

2. Within each time indicate estimated completion percentage in 5 percent increments. As Work progresses, place a contrasting mark in each bar to indicate Actual Completion.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, or sufficient width to show data for the entire construction period.

4. Coordinate the Contractor’s construction schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules.

5. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect’s procedures necessary for certification of Substantial Completion.
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PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

1. Number of Copies:
   a. Submit at least eight (8) copies of each 8-1/2 x 11-inch submittal, including any additional copies as required by Architect. Architect will return 3 copies. Mark up and retain one returned copy as a Project Record Document.
   b. Submit at least one (1) reproducible sepia or photocopy vellum of each Shop Drawing and 5 sets of black or blue-line prints, or photocopy bond prints, including any additional copies as required by Architect. Architect will return the reproducible drawings and 2 sets of prints. Mark up and retain one returned copy as a Project Record Document.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.

3. Include the following information, as applicable:
   a. Manufacturer's written recommendations.
   b. Manufacturer's product specifications.
   c. Manufacturer's installation instructions.
   d. Standard color charts.
   e. Manufacturer's catalog cuts.
   f. Wiring diagrams showing factory-installed wiring.
   g. Printed performance curves.
   h. Operational range diagrams.
   i. Mill reports.
   j. Standard product operating and maintenance manuals.
   k. Compliance with recognized trade association standards.
   l. Compliance with recognized testing agency standards.
   m. Application of testing agency labels and seals.
   n. Notation of coordination requirements.

4. Where manufacturer's printed literature is required to be submitted, submit an original printed form of the literature. Reproductions which will fade with time or exposure, cut off portions of text or graphics, or are not clear enough to allow further accurate reproduction are not acceptable.
C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Highlight, encircle, or otherwise clearly indicate deviations from the Contract Documents, if any, along with a notation which reads "VARIATION FROM CONTRACT DOCUMENTS. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.

1. Preparation: Include the following information, as applicable:

   a. Dimensions.
   b. Identification of products.
   c. Fabrication and installation drawings.
   d. Roughing-in and setting diagrams.
   e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
   f. Shopwork manufacturing instructions.
   g. Templates and patterns.
   h. Schedules.
   i. Design calculations.
   j. Compliance with specified standards.
   k. Notation of coordination requirements.
   l. Notation of dimensions established by field measurement.
   m. Drawing title, number of each drawing (number drawings consecutively), total number of drawings contained in set, date and scale.
   n. Arrangements and plan, elevation, sectional views, and details as necessary to fully describe the work, including complete information for making connections with other work.
   o. List of all subcontractors involved.
   p. Identification of finishes on all materials.
   q. Show descriptive names of materials and equipment, and locations at which materials and equipment are to be installed in the Work. Use same reference identification as shown on the Contract Drawings.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring

3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets of size sufficient to show information clearly at a proper scale, and at least 8-1/2 by 11 inches but no larger than 30 by 42 inches.

4. Number of Copies: Submit copies of each submittal, as follows:

   a. Submittal: Submit 6 blue- or black-line prints. Architect will require a minimum of four (4) prints.

D. Samples: Prepare physical units of materials or products, including the following:

1. Comply with requirements in Division 1 Section "Quality Requirements" for mockups.

2. Samples for Initial Selection: Where colors and other characteristics are not pre-selected, submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Prepare Samples to match Architect's sample where so indicated. In addition to information required elsewhere in this Section for label, include the following on the permanent label attached to the unexposed side of the Sample:
   a. Specification Section number and reference.
   b. Generic description of Sample.
   c. Product name and name of manufacturer.
   d. Sample source.
   e. Model or catalog number, finish numbers and designations and other identifying information.

5. Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, provide the following:
   a. Size limitations.
   b. Compliance with recognized standards.
   c. Availability.
   d. Delivery time.

6. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
   a. If variation in color, pattern, texture, or other characteristic is inherent in the product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of the variations.
   b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, and details of assembly, connections, operation, and similar construction characteristics.

7. Number of Samples for Initial Selection: Submit one (1) full set of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.

8. Number of Samples for Verification: Submit three (3) sets of Samples. Architect will retain one (1) Sample set; remainder will be returned. Mark up and retain one (1) returned Sample set as a Project Record Sample.
a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

b. Samples not incorporated into the Work, or otherwise designated as University's property, are the property of Contractor.

10. The Architect reserves the right to require submission of samples of any materials, whether or not required in the Specifications.

11. The Architect will not issue the final Color Schedule for the Project until all required Samples have been submitted and favorably reviewed by the Architect.

12. Provide materials and installation in the Work that match in every respect Samples favorably reviewed by the Architect. After a Sample has been favorably reviewed by the Architect, no change in make, model, finish or other characteristics will be permitted in materials and installation incorporated in the Work.

13. Architect's favorable review of Samples will not preclude rejection of Work discovered to have defects or that is otherwise not in compliance with the Contract Documents and which defects or noncompliance reviewed Samples failed to represent.

14. Ensure Samples of materials requiring laboratory tests are tested sufficiently in advance of the time they are required for submittal to the Architect so as to cause no delay.

E. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.

2. Number and name of room or space.

3. Location within room or space.

F. Delegated-Design Submittal: Comply with requirements in Division 1 Section "Quality Requirements."

G. Preliminary Construction Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation."

H. Submittals Schedule: Comply with requirements in the Contract General Conditions.
I. Application for Payment and Schedule of Values: Comply with requirements in the Contract General Conditions.

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.

2. Number and title of related Specification Section(s) covered by subcontract.

3. Drawing number and detail references, as appropriate, covered by subcontract.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit two (2) copies of each submittal, unless otherwise indicated. Architect will not return copies.

2. Certificates and Certifications: Provide a notarized statement that includes signature of Contractor, testing agency, or design professional responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of the company.

3. Test and Inspection Reports: Comply with requirements in Division 1 Section “Quality Requirements.”

B. Contractor's Construction Schedule: Comply with requirements in the Contract General Conditions.

C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

D. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on American Welding Society (AWS) forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.

H. Material Certificates: Prepare written statements on manufacturer’s letterhead certifying that material complies with requirements.

I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.

J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.

K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.

M. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

N. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 1 Section "Operation and Maintenance Data."

P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.
7. Identify, in writing, discrepancies between Manufacturer’s Instructions and requirements of the Contract Documents.

R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

2.3 COLOR SCHEDULE

A. Within thirty (30) calendar days of Notice to Proceed, submit a complete list of all materials for which colors are to be selected by the Architect.

1. Include manufacturer's name and all other pertinent data which will facilitate completion of color selections by the Architect.
2. Submit samples for color selection in full range of applicable manufacturer's full line of standard colors.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for compliance with the Contract Documents, including, but not limited to, dimensions, products, connections, coordination with other work in sequence, schedule and fit. Note corrections and field dimensions. Mark with approval stamp before submitting to Construction Administrator.
B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT’S ACTION

A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

1. Final Unrestricted Release: When the Architect marks a submittal "Reviewed," the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.

2. Final-But-Restricted Release: When the Architect marks a submittal "Furnish as Corrected," the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

3. Returned for Re-submittal: When the Architect marks a submittal "Revise and Resubmit," do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.
   a. Do not use, or allow others to use, submittals marked "Revise and Resubmit" at the Project Site or elsewhere where Work is in progress.

4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Action Not Required."

C. Informational Submittals: Architect will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Construction Administrator will forward each submittal to appropriate party.

D. Submittals not required by the Contract Documents will not be reviewed and will be returned to the sender without action.

END OF SECTION
SECTION 01340
CONSTRUCTION & DEMOLITION WASTE MANAGEMENT

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Preparation and implementation, including reporting and documentation, of a Waste Management Plan for reusing, recycling, salvage or disposal of non-hazardous waste materials generated during demolition and/or new construction (Construction & Demolition (C&D) Waste), to foster material recovery and re-use and to minimize disposal in land fills.

B. Related Sections

1. Section 01330: Submittal Procedures
2. Section 01500: Temporary Facilities and Controls
3. Section 01770: Closeout Procedures

1.02 REFERENCES

A. California Integrated Waste Management Act of 1989 (AB 939)
B. California Code of Regulations Title 14, Section 18700 et seq.

1.03 SYSTEM DESCRIPTION

A. Collection and separation of all C&D waste materials generated on-site, reuse or recycling on-site, transportation to approved recyclers or reuse organizations, or transportation to legally designated landfills, for the purpose of recycling salvaging and/or reusing a minimum of (35%) of the C&D waste generated.

1.04 SUBMITTALS

A. C&D Waste Management Plan (Exhibit 1): Within 10 calendar days after the Notice to Proceed and prior to any waste removal, submit the following to the Construction Manager for review and approval. Update quarterly. Include:

1. Materials to be recycled, reused, or salvaged, either onsite or offsite.

2. Estimates of C&D waste quantity (in tons) by type of material. (If waste is measured by volume, give factors for conversion to weight in tons.)

3. Procedures for recycling/reuse program.

4. Permit or license and location of Project waste-disposal areas.

5. Site plan for placement of waste containers.
B. C&D Waste Management Monthly Progress Report (Exhibit 2): Summary of waste generated by Project, monthly with Application for Payment. Include:

1. Firms accepting the recovered or waste materials.

2. Type and location of accepting facilities (landfill, recovery facility, used materials yard, etc.). If materials are reused or recycled on the Project site, location should be designated as "on-site reuse / recycling".

3. Type of materials and net weight (tons) of each.

4. Value of the materials or disposal fee paid.

5. Attach weigh bills and other documentation confirming amount and disposal location of waste materials.

C. C&D Waste Management Final Compliance Report: Final update of Waste Management Plan to provide summary of total waste generated by Project.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.01 IMPLEMENTATION

A. Implement approved Waste Management Plan including collecting, segregating, storing, transporting and documenting each type of waste material generated, recycled or reused, or disposed in landfills.

B. Designate an on-site person to be responsible for instructing workers and overseeing the sorting and recording of waste/ recyclable materials.

C. Include waste management and recycling in worker orientation and as an agenda item for regular Project meetings.

D. Recyclable and waste bin areas shall be limited to areas approved on the Waste Management Plan. Keep recycling and waste bins neat and clearly marked to avoid contamination of materials.

3.02 ATTACHMENTS

A. Exhibit 1: Waste Management Plan

## WASTE MANAGEMENT PLAN

CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS

**PROJECT NAME:**

**PROJECT NO:**

**NAME OF COMPANY:**

**CONTACT PERSON:**

**TELEPHONE:**

**PROJECT SITE LOCATION:**

**PROJECT TYPE:**

- NEW CONSTRUCTION
- DEMOLITION
- MAINTENANCE/ALTERATION PROJECTS

**PROJECT SIZE (SQ. FT.):**

**DATE & ESTIMATED PERIOD**

<table>
<thead>
<tr>
<th>(1) Material Type</th>
<th>(2) Tons Estimated Recycle</th>
<th>(3) Tons Estimated Reuse</th>
<th>(4) Tons Estimated Salvage</th>
<th>(5) Tons Estimated Landfill</th>
<th>(6) Proposed Disposal or Recycling Facility (e.g., Onsite, Name of Facility)</th>
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**Column 1**  "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.

**Columns 2 thru 4**  "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.

**Column 5**  "Estimated Landfill" - Enter quantities (tons) of materials to be disposed in landfill.

**Column 4**  "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.

**General**:

1. Attach proposed Recycling & Waste Bin Location Plan.
2. Attach name and contact data for each recycling or disposal destination to be used.
EXHIBIT 2

WASTE MANAGEMENT PROGRESS REPORT
CONSTRUCTION/ MAINTENANCE/ALTERATION & DEMOLITION PROJECTS

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Signature | Title | Date
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Column 1: "Material Types" – Enter type of materials targeted for recycling, reuse, and/or salvage, either on- or off-site, and include a category for waste materials requiring disposal.

Columns 2 thru 4: "Estimated Generation" - Enter estimated quantities (tons) of recyclable, reusable, or salvageable waste materials anticipated to be generated and state number of salvageable items.

Column 5: "Estimated Landfill" - Enter quantities (tons) of materials disposed.

Column 4: "Disposal Location" - Enter end-destination of recycled, salvaged, and disposed materials.

General: (1) Attach proposed Recycling & Waste Bin Location Plan.
(2) Attach name and contact data for each recycling or disposal destination to be used.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, that apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-control services required by College, Construction Administrator, Architect, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.

2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

3. Divisions 2 through 16 Sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect or Construction Administrator.

C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review con-
SECTION 01400
QUALITY REQUIREMENTS

struction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.

1. Install Field samples or mock-ups at the site as required by individual specifications Sections for review.

2. Acceptable samples represent a quality level for the work.

3. Remove field sample or mock up when specified in individual Sections.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 REGULATORY REQUIREMENTS

A. Copies of Regulations: Obtain copies of the following regulations and retain at Project site to be available for reference by parties who have a reasonable need:


1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Qualifications for Continuous Inspection: When required by the Contract Documents or authorities having jurisdiction, engage inspectors registered and approved for "continuous inspection" by authorities having jurisdiction.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

D. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and Architect's project number (indicated as "W.O. No." or "Job No." on the Drawings and Specifications; and DSA application number or other identifying number, if any.
3. Name, address, and telephone number of testing or inspecting agency.
4. Dates, times and locations of samples and tests or inspections.

5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.


8. Complete test or inspection data.

9. Test and inspection results and an interpretation of test results.

10. Ambient conditions at time of sample taking and testing and inspecting.

11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.

12. Name and signature of laboratory inspector.

13. Recommendations on retesting and re-inspecting.

14. In addition to items "1" through "5" above, include the following information in reports of continuous inspection:
   a. All information required by authorities having jurisdiction.
   b. Number of hours of inspection
   c. Summary of progress and condition of the Work.
   d. Observations of noncompliance with requirements of the Contract Documents, if any.
   e. Description of the Work observed.

E. Permits, Licenses, and Certificates: For Construction Manager’s records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. Any metal fabrication or welding procedures shall be performed by a certified fabrication shop.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

C. Certified welders: Welders, who have been tested to the stringent standards that the City of Los Angeles requires (City of Los Angeles, Department of Building and Safety. Structured Steel Certification, AWS, D 1.1 code book).
D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.

F. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent. This individual will be maintained on laboratory staff, full-time.

G. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

H. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, currently approved by DSA, and that specializes in types of tests and inspections to be performed.

I. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

   a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
   d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Administrator with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.

2. Notify Architect seven days in advance of dates and times when mockups will be constructed.

3. Demonstrate the proposed range of aesthetic effects and workmanship.

4. Obtain Architect's approval of mockups before starting work, fabrication, or construction.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

A. Owner's Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services through the Program Management Team.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.

2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract price will be adjusted by Change Order.

3. Reimburse Owner for costs of additional inspections and tests required due to any of the following:

   a. Contractor's failure to complete the entire Work within the contract time stated in the Agreement between Owner and Contractor, including properly authorized time extensions.
   b. Claims between separate contractors.
   c. Covering of Work before required inspections and tests are performed.
   d. Tests and inspections of Contractor's correction of defective Work.
   e. Inspecting and testing agency overtime costs due to acceleration of the Work for Contractor's convenience.
   f. Tests and inspections required because of a change in materials provided or a change in source of supply.
   g. Tests and inspections required solely for the convenience of the Contractor in scheduling and performing the Work.
   h. Inefficient inspection and testing caused by the Contractor's inefficient and sporadic manufacturing, purchasing or installation processes.
4. Regardless of the status or result of tests and inspections, promptly notify the Architect of observed irregularities or deficiencies in the Work or in products scheduled to be used in the Work.

B. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Construction Inspector, Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.

2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Construction Inspector and Architect with copy to Contractor and to authorities having jurisdiction.

3. Testing agency will submit a final report of special tests and inspections at Completion, which includes a list of unresolved deficiencies.

4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

5. Testing agency will retest and re-inspect corrected work.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.


1. Notify Construction Inspector Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.

3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.

4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.

5. Do not perform any duties of Contractor.

6. The agency is not authorized to stop the Work.
7. Select material samples for testing. Place a label, tag, or other permanent marker on samples for identification. Include the following information on the label as a minimum:
   a. Project name and address.
   b. Location in the Work from which the sample was removed or is scheduled to be placed.
   c. Date sample was taken.
   d. Nature of scheduled test or tests to be performed.

8. Perform testing and inspection services in compliance with requirements of authorities having jurisdiction.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field-curing of test samples.
   5. Delivery of samples to testing agencies.
   6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   7. Security and protection for samples and for testing and inspecting equipment at Project site.
   8. Furnish copies of mill test reports.

G. Coordination by Contractor: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, notification, and similar activities.
   2. Notification: The Architect and Construction Manager may elect to attend some or all of the field tests and inspections. Notify the Architect and Program Management Team not less than 48 hours in advance of each field test and inspection, except notify the Architect and Construction Manager not less than 72 hours in advance of scheduled start-up of HVAC and electrical equipment, and when College facilities services department presence is required.
H. Architect and College reserve the right to require testing and inspection of any material or product used in the Work, including materials and products already installed.

I. Inspector of Record:

1. The College shall supply a DSA IOR, reporting to the Architect and the Division of the State Architect (DSA), who shall observe construction in progress. Inspectors shall have the following responsibilities and limitations on authority:
   a. IOR performs duties as required in Title 24, Part 1 CCR.
   b. Observe installations and work in progress as a basis for determining conformance of the work, materials, and equipment with the Construction Documents. Inspector of Record will report any discrepancies observed to the Architect’s assigned Construction Administrator and the Contractor.
   c. Only the Architect of Record shall interpret the requirements of the Construction Documents. If any item is ambiguous, Architect of Record shall make a written interpretation. If Contractor requests changes or modifications to the Construction Documents, Architect of Record shall make a written determination on the requested changes or modifications.
   d. Prepare and submit an inspection report of all special inspections performed by the Contractor.
   e. Review the monthly progress payment request before Contractor submits it to the Architect and Construction Manager.
   f. Assist Architect of Record in reviewing the test and inspection results of testing laboratories.
   g. The Inspector of Record is not authorized to permit deviations from the requirements of the Contract Documents unless such deviations have been approved by Architect of Record, in writing.
   h. The Inspector of Record is not authorized to advise on or issue directions to Contractor about any aspect of construction means, methods, techniques, sequences, or procedures, or relating to safety programs in connection with the project.

2. Failure of the Construction Manager or Inspector of Record to observe or inspect the Work, or to detect deficiencies in the Work, or to inform Contractor of any deficiencies which may be discovered, shall not relieve Contractor, their subcontractors regardless of tier, or suppliers from their responsibility for construction means, methods, techniques, sequences and procedures, construction safety, nor from their responsibilities to carry out the work in accordance with the Contract Documents and to detect and correct defective work. The term "defective work" means work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to the requirements of the Contract Documents, project directives, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents, or has been damaged prior to final completion, unless responsibility for the protection of such work has been assumed by the College through occupancy in accordance with Article 2.3 of the Contract General Conditions.

J. Inspection Requests:

1. Contractor shall request inspection of completed portions of the Work through the Construction Manager at least 2 working days in advance of the inspection to be performed.
performed. Contractor shall submit said request for inspection in writing using a form acceptable to the Construction Manager. The Contractor is responsible for reviewing all of the Contract Documents for inspection requirements.

2. Inspections which are to occur more than 50 miles from the project site (i.e., factory inspections) require a minimum advance notice to the Construction Manager of 14 calendar days. All such inspections requiring the Inspector of Record to travel shall be reimbursed by the Contractor.

K. Inspection Coordination:

1. Contractor shall provide, on a weekly basis, an anticipated Inspection Requirements Schedule, coordinated with the two-week, look-ahead schedule, showing the anticipated inspection needs for the upcoming three (3) weeks to facilitate appropriate campus coordination and interface as well as mobilization of required inspection staffing. The Contractor shall be solely responsible for any delays due to improper or untimely inspection requests.

2. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Inspector of Record. The Inspector of Record, upon notification, shall make the requested inspections and shall either indicate in writing that that portion of the construction is satisfactory as completed or shall notify the Contractor that same fails to comply with plans and specifications. Any portions which do not comply shall be corrected by the Contractor and such portions shall not be covered or concealed until authorized by the Inspector of Record.

   a. There shall be a final inspection and approval of all buildings, structures, and equipment when completed and ready for occupancy and use.

L. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within thirty (30) days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Construction Manager, Construction Inspector, Architect testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 TESTING AND INSPECTION REQUIREMENTS

A. The College will select an independent testing laboratory to conduct the tests. Selection of the material required to be tested shall be by the laboratory or the College’s representative and not by the Contractor.

B. The Contractor shall notify the College’s representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract. Documents, which test by terms of the Contract be tested, in order that the College may arrange for the testing of same at the source of supply.

C. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.
1.9 TESTS REPORTS

A. One copy of all test reports shall be forwarded to the Division of the State Architect by the testing agency. Such reports shall include all the tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.

1.10 VERIFICATION OF TEST REPORTS

A. Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering all the tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.

1.11 INSPECTION BY THE OWNER

A. The College and his representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

1.12 TESTING AND INSPECTION

A. The College shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the College. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the College may correct same and charge the expense to the Contractor.

B. Should it be considered necessary or advisable by the College at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

1.13 INSPECTOR - OWNER'S

A. An Inspector employed by the College in accordance with the requirements of the California Code of Regulations, Title 24, will be assigned to the work. His duties are specifically defined in Title 24, Part 1, Sec. 4-342.

B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work.
at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

3.2 TESTS AND INSPECTION REQUIREMENTS

A. Concrete - CBC, Chapter 19A:

1. Materials:
   a. Portland Cement 1903 A.2, 1929 A.1
   b. Concrete Aggregates 1903 A.3
   c. Reinforcing Bars 1903 A.5, 1929 A.2

2. Quality:
   a. Proportions of Concrete 1904 A, 1905 A.1, A.2, A.3, A.4
   b. Strength Tests of Concrete 1905 A.6

3. Inspection:
   a. Job Site 1905 A.7
   b. Batch Plant 1929 A.4
   c. Waiver of Batch Plant 1929 A.5, A.6
   d. Reinforcing Bar Welding 1929 A.12

B. Steel - CBC, Chapter 22A:

1. Materials:
   a. Structural Steel, Cold Formed Steel 2202 A.1, 2231 A.1
   b. Identification 2203 A

2. Quality:
   a. Tests of Structural and Cold Formed Steel 2231 A.1
   b. Tests of High Strength Bolts, Nuts, Washers 2231 A.2
   c. Tests of End Welded Studs 2231 A.3
   d. Non Destructive Weld Tests 1703 A
3. Inspection:
   a. Shop Fabrication
   b. Welding
   c. Nelson Stud Welding
   d. High Strength Bolt Installation

C. Wood - CBC, Chapter 23A
   1. Materials
      a. Lumber and Plywood Grading
      b. Glued - Laminated Members
   2. Wood Inspection
      a. Glue - Laminated Fabrication
      b. Timber Connectors

D. Site Work. Demolition & Construction - CBC, Chapter 33:
   1. Inspection:
      a. Excavations and Fills

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, that apply to this Section.

1.2 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "No Exception Taken": When used to convey Architect's action on Contractor's submittals, applications, and requests, such an approval is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect or Construction Manager. Other terms including "requested," "authorized," "selected," "approved," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," "detailed," and "specified" have the same meaning as "indicated."


F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete in place, operating, tested, approved, and ready for the intended use.

I. "Installer": Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

J. "Experienced": Unless specified otherwise in other Sections, when used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
K. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

L. "Similar": In the general sense and not necessarily identical.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

1. Requirements for packaging, packing, marking, and preparation for shipment or delivery included in referenced federal specifications are not mandatory for products provided for this Work.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

1. When a named or proposed product complies with a referenced standard of different publication date or issue than required by these Specifications, submit the product as a substitute under provisions of Division 1 Section "Substitutes." Provide a detailed written summary of changes in product or workmanship quality and performance as a result of the product complying with a different version of a standard from the version referenced.

C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Where requirements conflict, provide the greater quantity and higher quality indicated. Refer uncertainties to Architect for a decision before proceeding.

2. Where a product is specified by both brand name and reference to 1 or more standards, provide that product only if it actually complies with the required standards. Listing of a product by brand or trade name in these Specifications is not a warranty that the product complies with the standards which may also be listed. If a named product does not comply with 1 or more of the required standards and no alternative product is listed which does comply, submit a substitute product under provisions of Division 1 Section "Substitutes" which complies with the required standards.
D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

E. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the standards and regulations in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

**ADAAG**
Americans with Disabilities Act (ADA)
Accessibility Guidelines for Buildings and Facilities
Available from Access Board
www.access-board.gov

**CFR**
Code of Federal Regulations
Available from Government Printing Office
www.access.gpo.gov/nara/cfr

**CRD**
Handbook for Concrete and Cement
Available from Army Corps of Engineers Waterways Experiment Station
www.wes.army.mil

**FED-STD**
Federal Standard
(See FS)

**FS**
Federal Specification
Available from Department of Defense Single Stock Point
www.dodssp.daps.mil

Available from General Services Administration
www.fss.gsa.gov

Available from National Institute of Building Sciences
www.nibs.org

**FTMS**
Federal Test Method Standard
(See FS)

**UFAS**
Uniform Federal Accessibility Standards
Available from Access Board
www.access-board.gov

1.4 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
REFERENCES

AA  Aluminum Association, Inc. (The)  www.aluminum.org  (202) 862-5100

AAADM  American Association of Automatic Door Manufacturers  www.aaadm.com  (216) 241-7333

AABC  Associated Air Balance Council  www.aabchq.com  (202) 737-0202

AAMA  American Architectural Manufacturers Association  www.aamanet.org  (847) 303-5664

AASHTO  American Association of State Highway and Transportation Officials  www.transportation.org  (202) 624-5800

AATCC  American Association of Textile Chemists and Colorists (The)  www.aatcc.org  (919) 549-8141

ABMA  American Bearing Manufacturers Association  www.abma-dc.org  (202) 367-1155

ACI  ACI International  (American Concrete Institute)  www.aci-int.org  (248) 848-3700

ACPA  American Concrete Pipe Association  www.concrete-pipe.org  (972) 506-7216

AEIC  Association of Edison Illuminating Companies, Inc. (The)  www.aeic.org  (205) 257-2530

AFPA  American Forest & Paper Association  (See AF&PA)

AF&PA  American Forest & Paper Association  www.afandpa.org  (800) 878-8878  (202) 463-2700

AGA  American Gas Association  www.aga.org  (202) 824-7000

AGC  Associated General Contractors of America (The)  www.agc.org  (703) 548-3118

AHA  American Hardboard Association  (Now part of CPA)

AHAM  Association of Home Appliance Manufacturers  www.aham.org  (202) 872-5955

AI  Asphalt Institute  www.asphaltinstitute.org  (859) 288-4960
<table>
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<th>Organisation</th>
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<th>Phone Numbers</th>
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<tr>
<td>AIA</td>
<td>American Institute of Architects (The)</td>
<td>(800) 242-3837, (202) 626-7300</td>
<td><a href="http://www.aia.org">www.aia.org</a></td>
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<tr>
<td>AISC</td>
<td>American Institute of Steel Construction</td>
<td>(800) 644-2400, (312) 670-2400</td>
<td><a href="http://www.aisc.org">www.aisc.org</a></td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
<td>(202) 452-7100</td>
<td><a href="http://www.steel.org">www.steel.org</a></td>
</tr>
<tr>
<td>AITC</td>
<td>American Institute of Timber Construction</td>
<td>(303) 792-9559</td>
<td><a href="http://www.aitc-glulam.org">www.aitc-glulam.org</a></td>
</tr>
<tr>
<td>ALCA</td>
<td>Associated Landscape Contractors of America</td>
<td>(800) 395-2522, (703) 736-9666</td>
<td><a href="http://www.alca.org">www.alca.org</a></td>
</tr>
<tr>
<td>ALSC</td>
<td>American Lumber Standard Committee, Incorporated</td>
<td>(301) 972-1700</td>
<td><a href="http://www.alsc.org">www.alsc.org</a></td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute</td>
<td>(202) 293-8020</td>
<td><a href="http://wwwansi.org">wwwansi.org</a></td>
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<tr>
<td>AOSA</td>
<td>Association of Official Seed Analysts</td>
<td>(505) 522-1437</td>
<td><a href="http://www.aosaseed.com">www.aosaseed.com</a></td>
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<tr>
<td>APA</td>
<td>APA - The Engineered Wood Association</td>
<td>(253) 565-6600</td>
<td><a href="http://www.apawood.org">www.apawood.org</a></td>
</tr>
<tr>
<td>APA</td>
<td>Architectural Precast Association</td>
<td>(239) 454-6989</td>
<td><a href="http://www.archprecast.org">www.archprecast.org</a></td>
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<td>API</td>
<td>American Petroleum Institute</td>
<td>(202) 682-8000</td>
<td><a href="http://www.api.org">www.api.org</a></td>
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<td>ARI</td>
<td>Air-Conditioning &amp; Refrigeration Institute</td>
<td>(703) 524-8800</td>
<td><a href="http://www.ari.org">www.ari.org</a></td>
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<td>ARMA</td>
<td>Asphalt Roofing Manufacturers Association</td>
<td>(202) 207-0917</td>
<td><a href="http://www.asphaltroofing.org">www.asphaltroofing.org</a></td>
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<tr>
<td>ASCE</td>
<td>American Society of Civil Engineers</td>
<td>(800) 548-2723, (703) 295-6300</td>
<td><a href="http://www.asce.org">www.asce.org</a></td>
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<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air-Conditioning Engineers</td>
<td>(800) 527-4723</td>
<td><a href="http://www.ashrae.org">www.ashrae.org</a></td>
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<tr>
<td>ASME</td>
<td>ASME International</td>
<td>(404) 636-8400, (800) 843-2763, (212) 591-7722</td>
<td><a href="http://www.asme.org">www.asme.org</a></td>
</tr>
<tr>
<td>ASSE</td>
<td>American Society of Sanitary Engineering</td>
<td>(440) 835-3040</td>
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## REFERENCES

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<td><a href="http://www.astm.org">www.astm.org</a></td>
<td>(610) 832-9585</td>
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<tr>
<td>AWCI International</td>
<td><a href="http://www.awci.org">www.awci.org</a></td>
<td>(703) 534-8300</td>
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<td>American Window Covering Manufacturers Association</td>
<td><a href="http://www.awcma.com">www.awcma.com</a></td>
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<td>AWI Architectural Woodwork Institute</td>
<td><a href="http://www.awinet.org">www.awinet.org</a></td>
<td>(800) 449-8811 (703) 733-0600</td>
</tr>
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<td>AWPA American Wood-Preservers' Association</td>
<td><a href="http://www.awpa.com">www.awpa.com</a></td>
<td>(334) 874-9800</td>
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<td>AWS American Welding Society</td>
<td><a href="http://www.aws.org">www.aws.org</a></td>
<td>(800) 443-9353 (305) 443-9353</td>
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<tr>
<td>AWWA American Water Works Association</td>
<td><a href="http://www.awwa.org">www.awwa.org</a></td>
<td>(800) 926-7337 (303) 794-7711</td>
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<td>BHMA Builders Hardware Manufacturers Association</td>
<td><a href="http://www.buildershardware.com">www.buildershardware.com</a></td>
<td>(212) 297-2122</td>
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<td>BIA Brick Industry Association (The)</td>
<td><a href="http://www.bia.org">www.bia.org</a></td>
<td>(703) 620-0010</td>
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<td>BICSI BICSI</td>
<td><a href="http://www.bicsi.org">www.bicsi.org</a></td>
<td>(813) 979-1991</td>
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<td>BIFMA BIFMA International</td>
<td><a href="http://www.bifma.com">www.bifma.com</a></td>
<td>(616) 285-3963</td>
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<tr>
<td>CCC Carpet Cushion Council</td>
<td><a href="http://www.carpetcushion.org">www.carpetcushion.org</a></td>
<td>(203) 637-1312</td>
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<tr>
<td>CCFSS Center for Cold-Formed Steel Structures</td>
<td><a href="http://www.umr.edu/~ccfss">www.umr.edu/~ccfss</a></td>
<td>(573) 341-4471</td>
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<tr>
<td>CDA Copper Development Association Inc.</td>
<td><a href="http://www.copper.org">www.copper.org</a></td>
<td>(800) 232-3282 (212) 251-7200</td>
</tr>
<tr>
<td>CDA Canadian Electricity Association</td>
<td><a href="http://www.canelect.ca">www.canelect.ca</a></td>
<td>(613) 230-9263</td>
</tr>
<tr>
<td>CFFA Chemical Fabrics &amp; Film Association, Inc.</td>
<td><a href="http://www.chemicalfabricsandfilm.com">www.chemicalfabricsandfilm.com</a></td>
<td>(216) 241-7333</td>
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<td>CGA</td>
<td>Compressed Gas Association</td>
<td>(703) 788-2700</td>
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<td>CGSB</td>
<td>Canadian General Standards Board</td>
<td>(800) 665-2472</td>
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<td>CIMA</td>
<td>Cellulose Insulation Manufacturers Association</td>
<td>(888) 881-2462</td>
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<td>CISCA</td>
<td>Ceilings &amp; Interior Systems Construction Association</td>
<td>(630) 584-1919</td>
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<td>CISPI</td>
<td>Cast Iron Soil Pipe Institute</td>
<td>(423) 892-0137</td>
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<td>CLFMI</td>
<td>Chain Link Fence Manufacturers Institute</td>
<td>(301) 596-2583</td>
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<td>CPA</td>
<td>Composite Panel Association</td>
<td>(301) 670-0604</td>
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<td>CPPA</td>
<td>Corrugated Polyethylene Pipe Association</td>
<td>(800) 510-2772</td>
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<td>CRI</td>
<td>Carpet &amp; Rug Institute (The)</td>
<td>(800) 882-8846</td>
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<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
<td>(847) 517-1200</td>
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<td>CSA</td>
<td>CSA International</td>
<td>(800) 463-6727</td>
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<td>CSI</td>
<td>Cast Stone Institute</td>
<td>(770) 868-5909</td>
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<td>CSI</td>
<td>Construction Specifications Institute (The)</td>
<td>(800) 689-2900</td>
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<td>CSSB</td>
<td>Cedar Shake &amp; Shingle Bureau</td>
<td>(604) 820-7700</td>
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<td>CTI</td>
<td>Cooling Technology Institute</td>
<td>(281) 583-4087</td>
</tr>
<tr>
<td>DHI</td>
<td>Door and Hardware Institute</td>
<td>(703) 222-2010</td>
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<td>DSA</td>
<td>Division of the State Architect</td>
<td>(213) 897-3995</td>
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<td>EIA</td>
<td>Electronic Industries Alliance</td>
<td>(703) 907-7500</td>
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<td>EIMA</td>
<td>EIFS Industry Members Association</td>
<td>(800) 294-3462</td>
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<td>EJCDC</td>
<td>Engineers Joint Contract Documents Committee</td>
<td>(800) 548-2723</td>
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<td>EJMA</td>
<td>Expansion Joint Manufacturers Association, Inc.</td>
<td>(914) 332-0040</td>
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<td>ESD</td>
<td>ESD Association</td>
<td>(315) 339-6937</td>
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<td>FCI</td>
<td>Fluid Controls Institute</td>
<td>(216) 241-7333</td>
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<td>FIBA</td>
<td>Federation Internationale de Basketball Amateur (The International Basketball Federation)</td>
<td>41 22 545 00 00</td>
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<td>FIVB</td>
<td>Federation Internationale de Volleyball (The International Volleyball Federation)</td>
<td>41 21 345 35 35</td>
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<td>FM</td>
<td>Factory Mutual System</td>
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<td>FMG</td>
<td>FM Global (Formerly: FM - Factory Mutual System)</td>
<td>(401) 275-3000</td>
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<td>FRSA</td>
<td>Florida Roofing, Sheet Metal &amp; Air Conditioning Contractors Association, Inc.</td>
<td>(407) 671-3772</td>
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<td>FSA</td>
<td>Fluid Sealing Association</td>
<td>(610) 971-4850</td>
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<td>FSC</td>
<td>Forest Stewardship Council</td>
<td>52 951 5146905</td>
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<td>GA</td>
<td>Gypsum Association</td>
<td>(202) 289-5440</td>
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<td>GANA</td>
<td>Glass Association of North America</td>
<td>(785) 271-0208</td>
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<td>GRI</td>
<td>Geosynthetic Research Institute (See GSI)</td>
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<td>GS</td>
<td>Green Seal</td>
<td>(202) 872-6400</td>
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| GSI          | Geosynthetic Institute  
www.geosynthetic-institute.org  
(610) 522-8440 |
| HI           | Hydraulic Institute  
www.pumps.org  
(888) 786-7744  
(973) 267-9700 |
| HI           | Hydronics Institute  
www.gamanet.org  
(908) 464-8200 |
| HMMA         | Hollow Metal Manufacturers Association  
(See NAAMM) |
| HPVA         | Hardwood Plywood & Veneer Association  
www.hpva.org  
(703) 435-2900 |
| HPW          | H. P. White Laboratory, Inc.  
www.hpwhite.com  
(410) 838-6550 |
| IAS          | International Approval Services  
(See CSA) |
| IBF          | International Badminton Federation  
www.intbadfed.org  
(441-24) 223-4904 |
| ICEA         | Insulated Cable Engineers Association, Inc.  
www.icea.net  
(770) 830-0369 |
| ICRI         | International Concrete Repair Institute, Inc.  
www.icri.org  
(847) 827-0830 |
| IEC          | International Electrotechnical Commission  
www.iec.ch  
41 22 919 02 11 |
| IEEE         | Institute of Electrical and Electronics Engineers, Inc. (The)  
www.ieee.org  
(212) 419-7900 |
| IESNA        | Illuminating Engineering Society of North America  
www.iesna.org  
(212) 248-5000 |
| IGCC         | Insulating Glass Certification Council  
www.igcc.org  
(315) 646-2234 |
| IGMA         | Insulating Glass Manufacturers Alliance (The)  
www.igmaonline.org  
(613) 233-1510 |
| ILI          | Indiana Limestone Institute of America, Inc.  
www.iliai.com  
(812) 275-4426 |
| ISO          | International Organization for Standardization  
www.iso.ch  
41 22 749 01 11 |
| ISSFA        | International Solid Surface Fabricators Association  
www.issfa.net  
(702) 567-8150 |
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<td>ITS</td>
<td>Intertek</td>
<td><a href="http://www.intertek.com">www.intertek.com</a></td>
<td>(800) 345-3851</td>
<td>(607) 753-6711</td>
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<td>ITU</td>
<td>International Telecommunication Union</td>
<td><a href="http://www.itu.int/home">www.itu.int/home</a></td>
<td>41 22 730 51 11</td>
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<td>KCMA</td>
<td>Kitchen Cabinet Manufacturers Association</td>
<td><a href="http://www.kcma.org">www.kcma.org</a></td>
<td>(703) 264-1690</td>
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<td>LMA</td>
<td>Laminating Materials Association</td>
<td><a href="http://www.lma.org">www.lma.org</a></td>
<td>(201) 664-2700</td>
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<td>LPI</td>
<td>Lightning Protection Institute</td>
<td><a href="http://www.lightning.org">www.lightning.org</a></td>
<td>(800) 488-6864</td>
<td>(847) 577-7200</td>
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<td>MBMA</td>
<td>Metal Building Manufacturers Association</td>
<td><a href="http://www.mbma.com">www.mbma.com</a></td>
<td>(216) 241-7333</td>
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<td>MFMA</td>
<td>Maple Flooring Manufacturers Association</td>
<td><a href="http://www.maplefloor.org">www.maplefloor.org</a></td>
<td>(847) 480-9138</td>
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<td>MFMA</td>
<td>Metal Framing Manufacturers Association</td>
<td><a href="http://www.metalframingmfg.org">www.metalframingmfg.org</a></td>
<td>(312) 644-6610</td>
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<td>MH</td>
<td>Material Handling Industry of America</td>
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<td>MHIA</td>
<td>Material Handling Industry of America</td>
<td><a href="http://www.mhia.org">www.mhia.org</a></td>
<td>(800) 345-1815</td>
<td>(704) 676-1190</td>
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<td>MIA</td>
<td>Marble Institute of America</td>
<td><a href="http://www.marble-institute.com">www.marble-institute.com</a></td>
<td>(440) 250-9222</td>
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<td>MPI</td>
<td>Master Painters Institute</td>
<td><a href="http://www.paintinfo.com">www.paintinfo.com</a></td>
<td>(888) 674-8937</td>
<td></td>
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<tr>
<td>MSS</td>
<td>Manufacturers Standardization Society of The Valve and Fittings Industry Inc.</td>
<td><a href="http://www.mss-hq.com">www.mss-hq.com</a></td>
<td>(703) 281-6613</td>
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<tr>
<td>NAAMM</td>
<td>National Association of Architectural Metal Manufacturers</td>
<td><a href="http://www.naamm.org">www.naamm.org</a></td>
<td>(312) 332-0405</td>
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<td>NACE</td>
<td>NACE International</td>
<td>(National Association of Corrosion Engineers International)</td>
<td><a href="http://www.nace.org">www.nace.org</a></td>
<td>(281) 228-6200</td>
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<td>NADCA</td>
<td>National Air Duct Cleaners Association</td>
<td><a href="http://www.nadca.com">www.nadca.com</a></td>
<td>(202) 737-2926</td>
<td></td>
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<tr>
<td>NAGWS</td>
<td>National Association for Girls and Women in Sport</td>
<td>(800) 213-7193, x453</td>
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BID# 2063
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<td><a href="http://www.naima.org">www.naima.org</a></td>
<td>(703) 684-0084</td>
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<td>NBGQA</td>
<td><a href="http://www.nbgqa.com">www.nbgqa.com</a></td>
<td>(800) 557-2848</td>
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<td>NCAA</td>
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<td>(317) 917-6222</td>
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<td>NCMA</td>
<td><a href="http://www.ncma.org">www.ncma.org</a></td>
<td>(703) 713-1900</td>
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<td>NCPI</td>
<td><a href="http://www.ncpi.org">www.ncpi.org</a></td>
<td>(262) 248-9094</td>
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<td>NCTA</td>
<td><a href="http://www.ncta.com">www.ncta.com</a></td>
<td>(202) 775-3550</td>
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<td>NEBB</td>
<td><a href="http://www.nebb.org">www.nebb.org</a></td>
<td>(301) 977-3698</td>
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<td>NECA</td>
<td><a href="http://www.necanet.org">www.necanet.org</a></td>
<td>(301) 657-3110</td>
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<td>NeLMA</td>
<td><a href="http://www.nelma.org">www.nelma.org</a></td>
<td>(207) 829-6901</td>
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<td>NEMA</td>
<td><a href="http://www.nema.org">www.nema.org</a></td>
<td>(703) 841-3200</td>
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<td>NETA</td>
<td><a href="http://www.netaworld.org">www.netaworld.org</a></td>
<td>(303) 697-8441</td>
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<td>NFHS</td>
<td><a href="http://www.nfhs.org">www.nfhs.org</a></td>
<td>(317) 972-6900</td>
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<td>NFPA</td>
<td><a href="http://www.nfpa.org">www.nfpa.org</a></td>
<td>(800) 344-3555</td>
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<td>NFRC</td>
<td><a href="http://www.nfrc.org">www.nfrc.org</a></td>
<td>(301) 589-1776</td>
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<td>NGA</td>
<td><a href="http://www.glass.org">www.glass.org</a></td>
<td>(703) 442-4890</td>
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<td>NHLA</td>
<td><a href="http://www.nathardwood.org">www.nathardwood.org</a></td>
<td>(800) 933-0318</td>
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<td>NLGA</td>
<td><a href="http://www.nlga.org">www.nlga.org</a></td>
<td>(901) 377-1818</td>
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<td>NOFMA</td>
<td>National Oak Flooring Manufacturers Association</td>
<td>(604) 524-2393</td>
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<td>(901) 526-5016</td>
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www.nofma.org

**NRCA**
National Roofing Contractors Association
www.nrca.net
(800) 323-9545
(847) 299-9070

**NRMCA**
National Ready Mixed Concrete Association
www.nrmca.org
(888) 846-7622
(301) 587-1400

**NSF**
NSF International
(National Sanitation Foundation International)
www.nsf.org
(800) 673-6275
(734) 769-8010

**NSSGA**
National Stone, Sand & Gravel Association
www.nssga.org
(800) 342-1415
(703) 525-8788

**NTMA**
National Terrazzo & Mosaic Association, Inc.
www.ntma.com
(800) 323-9736
(540) 751-0930

**NTRMA**
National Tile Roofing Manufacturers Association
(See RTI)

**NWWDA**
National Wood Window and Door Association
(See WDMA)

**OPL**
Omega Point Laboratories, Inc.
www.opl.com
(800) 966-5253
(210) 635-8100

**PCI**
Precast/Prestressed Concrete Institute
www pci.org
(312) 786-0300

**PDCA**
Painting & Decorating Contractors of America
www pdca.com
(800) 332-7322
(314) 514-7322

**PDI**
Plumbing & Drainage Institute
www pdionline.org
(800) 589-8956
(978) 557-0720

**PGI**
PVC Geomembrane Institute
www pgi-tp ce.uiuc.edu
(217) 333-3929

**PTI**
Post-Tensioning Institute
www.post-tensioning.org
(602) 870-7540

**RCSC**
Research Council on Structural Connections
www boltcouncil.org
(800) 644-2400
(312) 670-2400

**RFCI**
Resilient Floor Covering Institute
www.rfci.com
(301) 340-8580

**RIS**
Redwood Inspection Service
www calredwood.org
(888) 225-7339
(415) 382-0662

**RTI**
Roof Tile Institute
(Formerly: NTRMA - National Tile Roofing Manufacturers Association)
www.ntma.org
(312) 670-4177

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<td>SAE</td>
<td>SAE International</td>
<td><a href="http://www.sae.org">www.sae.org</a></td>
<td>(724) 776-4841</td>
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<td>SDI</td>
<td>Steel Deck Institute</td>
<td><a href="http://www.sdi.org">www.sdi.org</a></td>
<td>(847) 462-1930</td>
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<td>SDI</td>
<td>Steel Door Institute</td>
<td><a href="http://www.steeldoor.org">www.steeldoor.org</a></td>
<td>(440) 899-0010</td>
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<td>SEFA</td>
<td>Scientific Equipment and Furniture Association</td>
<td><a href="http://www.sefalabs.com">www.sefalabs.com</a></td>
<td>(516) 294-5424</td>
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<td>SGCC</td>
<td>Safety Glazing Certification Council</td>
<td><a href="http://www.sgcc.org">www.sgcc.org</a></td>
<td>(315) 646-2234</td>
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<td>SIA</td>
<td>Security Industry Association</td>
<td><a href="http://www.siaonline.org">www.siaonline.org</a></td>
<td>(703) 683-2075</td>
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<td>SIGMA</td>
<td>Sealed Insulating Glass Manufacturers Association</td>
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<td>SJI</td>
<td>Steel Joist Institute</td>
<td><a href="http://www.steeljoist.org">www.steeljoist.org</a></td>
<td>(843) 626-1995</td>
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<td>SMA</td>
<td>Screen Manufacturers Association</td>
<td><a href="http://www.smacentral.org">www.smacentral.org</a></td>
<td>(561) 533-0991</td>
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<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors’ National Association</td>
<td><a href="http://www.smacna.org">www.smacna.org</a></td>
<td>(703) 803-2980</td>
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<td>SMPTE</td>
<td>Society of Motion Picture and Television Engineers</td>
<td><a href="http://www.smpte.org">www.smpte.org</a></td>
<td>(914) 761-1100</td>
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<td>SPFA</td>
<td>Spray Polyurethane Foam Alliance</td>
<td>(Formerly: SPI/SPFD - The Society of the Plastics Industry, Inc.; Spray Polyurethane Foam Division)</td>
<td><a href="http://www.sprayfoam.org">www.sprayfoam.org</a></td>
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<td>SPIB</td>
<td>Southern Pine Inspection Bureau (The)</td>
<td><a href="http://www.spib.org">www.spib.org</a></td>
<td>(850) 434-2611</td>
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<td>SPI/SPFD</td>
<td>Society of the Plastics Industry, Inc. (The)</td>
<td>Spray Polyurethane Foam Division (See SPFA)</td>
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<td>SPRI</td>
<td>SPRI</td>
<td>(Single Ply Roofing Institute)</td>
<td>(781) 647-7026</td>
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<td>SSINA</td>
<td>Specialty Steel Industry of North America</td>
<td><a href="http://www.ssina.com">www.ssina.com</a></td>
<td>(800) 982-0355</td>
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<td>SSPC</td>
<td>SSPC: The Society for Protective Coatings</td>
<td>(877) 281-7772</td>
<td><a href="http://www.sspc.org">www.sspc.org</a></td>
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<td>STI</td>
<td>Steel Tank Institute</td>
<td>(847) 438-8265</td>
<td><a href="http://www.steeltank.com">www.steeltank.com</a></td>
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<td>SWI</td>
<td>Steel Window Institute</td>
<td>(216) 241-7333</td>
<td><a href="http://www.steelwindows.com">www.steelwindows.com</a></td>
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<td>SWRI</td>
<td>Sealant, Waterproofing, &amp; Restoration Institute</td>
<td>(816) 472-7974</td>
<td><a href="http://www.swrionline.org">www.swrionline.org</a></td>
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<td>TCA</td>
<td>Tile Council of America, Inc.</td>
<td>(864) 646-8453</td>
<td><a href="http://www.tileusa.com">www.tileusa.com</a></td>
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<td>TIA/EIA</td>
<td>Telecommunications Industry Association/Electronic Industries Alliance</td>
<td>(703) 907-7700</td>
<td><a href="http://www.tiaonline.org">www.tiaonline.org</a></td>
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<td>TMS</td>
<td>The Masonry Society</td>
<td>(303) 939-9700</td>
<td><a href="http://www.masonrysociety.org">www.masonrysociety.org</a></td>
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<td>TPI</td>
<td>Truss Plate Institute, Inc.</td>
<td>(608) 833-5900</td>
<td><a href="http://www.tpinst.org">www.tpinst.org</a></td>
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<td>TPI</td>
<td>Turfgrass Producers International</td>
<td>(800) 405-8873</td>
<td><a href="http://www.turfgrasssod.org">www.turfgrasssod.org</a></td>
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<td>UL</td>
<td>Underwriters Laboratories Inc.</td>
<td>(800) 285-4476</td>
<td><a href="http://www.ul.com">www.ul.com</a></td>
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<td>UNI</td>
<td>Uni-Bell PVC Pipe Association</td>
<td>(972) 243-3902</td>
<td><a href="http://www.uni-bell.org">www.uni-bell.org</a></td>
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<td>USAV</td>
<td>USA Volleyball</td>
<td>(888) 786-5539</td>
<td><a href="http://www.usavolleyball.org">www.usavolleyball.org</a></td>
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<td>USGBC</td>
<td>U.S. Green Building Council</td>
<td>(202) 828-7422</td>
<td><a href="http://www.usgbc.org">www.usgbc.org</a></td>
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<td>USITT</td>
<td>United States Institute for Theatre Technology, Inc.</td>
<td>(800) 938-7488</td>
<td><a href="http://www.usitt.org">www.usitt.org</a></td>
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<td>WASTEC</td>
<td>Waste Equipment Technology Association</td>
<td>(800) 424-2869</td>
<td><a href="http://www.wastec.org">www.wastec.org</a></td>
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<td>WCLIB</td>
<td>West Coast Lumber Inspection Bureau</td>
<td>(800) 283-1486</td>
<td><a href="http://www.wclib.org">www.wclib.org</a></td>
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<td>WCMA</td>
<td>Window Covering Manufacturers Association</td>
<td>(503) 639-0651</td>
<td>(See WCSC)</td>
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<td>WCSC</td>
<td>Window Covering Safety Council</td>
<td>(800) 506-4636</td>
<td><a href="http://www.windowcoverings.org">www.windowcoverings.org</a></td>
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<td>WDMA</td>
<td>Window &amp; Door Manufacturers Association</td>
<td>(800) 223-2301</td>
<td><a href="http://www.wDMA.com">www.wDMA.com</a></td>
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<td>WH</td>
<td>Warnock – Hersey, International, Inc. Testing Labs</td>
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<td>WI</td>
<td>Woodwork Institute (Formerly: WIC - Woodwork Institute of California)</td>
<td>(916) 372-9943</td>
<td><a href="http://www.wicnet.org">www.wicnet.org</a></td>
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<td>WIC</td>
<td>Woodwork Institute of California (See WI)</td>
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<td>WMMPA</td>
<td>Wood Moulding &amp; Millwork Producers Association</td>
<td>(800) 550-7889</td>
<td><a href="http://www.wmmpa.com">www.wmmpa.com</a> (530) 661-9591</td>
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<td>WSRCA</td>
<td>Western States Roofing Contractors Association</td>
<td>(800) 725-0333</td>
<td><a href="http://www.wsrcA.com">www.wsrcA.com</a> (650) 548-0112</td>
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<td>WWPA</td>
<td>Western Wood Products Association</td>
<td>(503) 224-3930</td>
<td><a href="http://www.wwpa.org">www.wwpa.org</a></td>
</tr>
</tbody>
</table>

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Phone</th>
<th>Website</th>
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<tbody>
<tr>
<td>BOCA</td>
<td>BOCA International, Inc. (See ICC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CABO</td>
<td>Council of American Building Officials (See ICC)</td>
<td></td>
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<tr>
<td>CBC</td>
<td>California Building Code (UBC w/State Amendments)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>IAPMO</td>
<td>International Association of Plumbing and Mechanical Officials</td>
<td>(909) 472-4100</td>
<td><a href="http://www.iapmo.org">www.iapmo.org</a></td>
</tr>
<tr>
<td>ICBO</td>
<td>International Conference of Building Officials (See ICC)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICBO ES</td>
<td>ICBO Evaluation Service, Inc. (See ICC-ES)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ICC</td>
<td>International Code Council</td>
<td>(703) 931-4533</td>
<td></td>
</tr>
<tr>
<td>References</td>
<td>Address/Website</td>
<td>Phone Numbers</td>
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<tr>
<td>SBCCI</td>
<td>Southern Building Code Congress International, Inc.</td>
<td>(See ICC)</td>
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</tbody>
</table>

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

- **CE** Army Corps of Engineers
  - www.usace.army.mil
- **CPSC** Consumer Product Safety Commission
  - www.cpsc.gov
  - (800) 638-2772, (301) 504-6816
- **DOC** Department of Commerce
  - www.commerce.gov
  - (202) 482-2000
- **DOE** Department of Energy
  - www.eren.doe.gov
  - (202) 586-9220
- **EPA** Environmental Protection Agency
  - www.epa.gov
  - (202) 272-0167
- **FAA** Federal Aviation Administration
  - www.faa.gov
  - (202) 366-4000
- **FDA** Food and Drug Administration
  - www.fda.gov
  - (888) 463-6332
- **GSA** General Services Administration
  - www.gsa.gov
  - (800) 488-3111, (202) 501-1888
- **HUD** Department of Housing and Urban Development
  - www.hud.gov
  - (202) 619-8925, (202) 708-1112
- **LBL** Lawrence Berkeley Laboratory
  - www.lbl.gov
  - (510) 486-4000
- **NCHRP** National Cooperative Highway Research Program
  - (See TRB)
- **NIST** National Institute of Standards and Technology
  - www.nist.gov
  - (301) 975-6478
### D. State Government Agencies
Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Name</th>
<th>Telephone Number</th>
<th>Web Site Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBHF</td>
<td>State of California, Department of Consumer Affairs</td>
<td>(800) 952-5210</td>
<td><a href="http://www.dca.ca.gov/bhfti">www.dca.ca.gov/bhfti</a></td>
</tr>
<tr>
<td></td>
<td>Bureau of Home Furnishings and Thermal Insulation</td>
<td>(916) 574-2041</td>
<td></td>
</tr>
<tr>
<td>CPUC</td>
<td>California Public Utilities Commission</td>
<td>(415) 703-2782</td>
<td><a href="http://www.cpuc.ca.gov">www.cpuc.ca.gov</a></td>
</tr>
<tr>
<td>TFS</td>
<td>Texas Forest Service</td>
<td>(936) 639-8180</td>
<td><a href="http://www.txforests.tamu.edu">www.txforests.tamu.edu</a></td>
</tr>
</tbody>
</table>

### 1.5 MISCELLANEOUS ABBREVIATIONS

A. The following are commonly used abbreviations which may appear in the Project Manual. Refer to Construction Specifications Institute Document TD-2-4 "Abbreviations" for explanation of other abbreviations.

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Description</th>
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<tbody>
<tr>
<td>C</td>
<td>degree Centigrade</td>
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<tr>
<td>Co.</td>
<td>Company</td>
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<tr>
<td>Corp.</td>
<td>Corporation</td>
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<tr>
<td>F</td>
<td>degree Fahrenheit</td>
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REFERENCES

ft. foot (feet)
ga. gage or gauge
gal. gallon(s)
in. inch(es)
Inc. Incorporated
HVAC Heating, Ventilating, and Air Conditioning
lb(s). pound(s)
o.c. on center
psi pounds per square inch
psf pounds per square foot
sq. square
yd. yard(s)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
SECTION 01430
TESTING AND INSPECTION

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Testing and inspection services to meet requirements of the California Building Code (CBC), Title 24, Parts 1 and 2, as indicated on the Drawings.

B. One or more DSA certified inspectors employed by the OWNER in accordance with the requirements of California Building Standards Administrative Code will be assigned to the Work with their duties as specifically defined in Section 4-333(b).

C. Tests of materials are required by a DSA certified testing agency as set forth in Section 4-335 of the California Building Standards Administrative Code.

1.02 RELATED SECTIONS

A. Section 01320: Construction Progress Documentation
B. Section 01330: Submittal Procedures
C. Section 01500: Construction Facilities and Temporary Controls
D. Section 01600: Product Requirements
E. Section 01731: Cutting and Patching
F. Section 01770: Contract Closeout

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION

3.01 TESTS

A. OWNER will select an independent testing agency to conduct tests, sampling, and testing of materials. Selection of material to be tested shall be by the agency and not by CONTRACTOR.

B. Any material shipped from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from IOR such testing and inspection is not required shall not be incorporated into the Work.

C. OWNER will select and directly reimburse testing agency the costs for all DSA and/or DSA required tests and inspections, but may be reimbursed by CONTRACTOR for such costs as noted in related sections of the Contract Documents.

D. The independent testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work. The agency shall not perform any duties of CONTRACTOR.
SECTION 01430
TESTING AND INSPECTION

E. CONTRACTOR shall provide an insulated curing box with the capacity for twenty (20) concrete cylinders and will relocate said box and cylinders as rapidly as required in order to provide for progress of the Work.

3.02 TEST REPORTS

A. Test reports shall include all tests performed, regardless of whether such tests indicate the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. Reports shall indicate the material or materials were sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2, as indicated on the Drawings. Test reports shall indicate specified design strength. They shall also definitely state whether or not material or materials tested comply with the specified requirements.

3.03 VERIFICATION OF TEST REPORTS

A. Each testing agency shall submit to the College through the Program Management Team a verified report in duplicate covering tests which are required to be performed by that agency during progress of the Work. Such report shall be furnished each time construction on the Work is suspended, covering tests up to that time, and prior to Final Completion of the Work, covering all tests.

3.04 INSPECTION BY OWNER

A. OWNER and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and CONTRACTOR shall at all times maintain proper facilities and provide safe access for such inspection.

B. OAR shall have the right to reject materials and/or workmanship deemed defective Work, and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from the premises and legally disposed of, all without charge to OWNER. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, OWNER may correct such defective Work and proceed in accordance with related Articles of the Contract Documents.

C. CONTRACTOR is responsible for compliance to all applicable local, state, and federal regulations regarding codes, regulations, ordinances, restrictions, and requirements.

3.05 INSPECTOR OF RECORD

A. Inspector of Record is employed by OWNER in accordance with requirements of Title 24 of the California Code of Regulations with their duties specifically defined therein.

B. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill all of the terms and conditions of the Contract Documents.
SECTION 01430

TESTING AND INSPECTION

C. CONTRACTOR shall be responsible for scheduling times of inspection, tests, sample taking, and similar activities of the Work.

3.06 TESTS AND INSPECTIONS

A. The following tests and inspections do not limit inspection of the Work but are required by other agencies, or are required in related Sections of the Contract Documents.

B. Excavations, Foundations and Retaining Walls - CBC, Chapter 18A:

1. Inspection:
   a. Inspection of Caissons 1809A.7

C. Concrete - CBC, Chapter 19A:

1. Materials:
   a. Test of Materials 1903A.1
   b. Portland Cement Tests 1903A.2
   c. Concrete Aggregate 1903A.3
   d. Shotcrete Aggregate 1903A.3; 1924A.3
   e. Reinforcing Bars 1903A.5.1; 1903A.5.2; 1903A.5.3; 1903A.5.4;
   f. Structural Steel, Steel Pipe or tubing 1903A.5.6
   g. Admixtures 1903A.6

2. Quality:
   a. Proportions of Concrete 1905A.1; 1905A.2; 1905A.3; 1905A.4; 1905A.5; 1905A.6,
   b. Mixing and Placing 1905A.1.1; 1905A.1.2; 1905A.1.3
   c. Concrete Testing 1905A.6;
   d. Test of Shotcrete 1905A.6; 1924A.10
3. Inspection:
   a. Project Site Inspection 1905A.7.1
   b. Batch Plant or Weigh-master Inspection 1929A.4, 1929A.5; 1929A.6
   c. Pre-stressed Concrete Inspection 1929A.9
   d. Shotcrete Inspection 1929A.10
   e. Reinforcing Bar Welding Inspection 1929A.12, 1903A.10

D. Lightweight Metal - CBC, Chapter 20A:
   1. Materials:
      a. Alloys 2001A.2
      b. Identification 2001A.4
   2. Inspection:
      a. Welding 2004A.8

E. Masonry - CBC, Chapter 21A:
   1. Materials:
      a. Masonry Units 2102A.2,4,5,6
      b. Portland Cement 2102A.2.2
      c. Mortar & Grout Aggregates 2102A.2.1; 2103A.4.3
      d. Reinforcing Bars 2102A.2.10; 1903A5, 2102A.2.10
   2. Quality:
      a. Portland Cement Tests 1903A.2
      b. Mortar & Grout Tests 2105A.3.4.2
      c. Masonry Prism Tests 2105A.3.2, 2105A3.5
      d. Masonry Core Tests 2105A 3.1
      e. Reinforcing Bars 2102A.2.10
   3. Inspection:
      a. Reinforced Masonry 2105A
b. Reinforcing Bar Welding Inspection 1903A.10

F. Steel - CBC, Chapters 17A & 22A:

1. Materials:
   a. Structural Steel 2202A.1
   b. Material Identification 2203.A4

2. Inspection and Tests:
   a. Test of Structural Steel 2231.A
   b. Tests of High Strength Bolts, Nuts, and Washers 2231.A.2
   c. Tests of End Welded Studs 2231.A.3
   d. Shop Fabrication Inspection 2231.A.4
   e. Welding Inspection 2231.A.5
   f. High Strength Bolt Inspection 2231A.6
   g. Steel Joist Load Tests 2231A.7
   h. Spray applied fire resistance materials 1701

G Exterior Wall Coverings –CBC, Chapter 14A, 25A:

1. Materials:
   a. Portland Cement Plaster 2508A, 2509A, 2510A

2. Inspection:
   a. Veneer Inspection 1405A

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, security and protection facilities, and traffic control.

B. Temporary utilities include, but are not limited to, the following:

1. Sewers and drainage.
2. Water service and distribution.
3. Sanitary facilities, including toilets, wash facilities, and drinking-water facilities.
4. Heating and cooling facilities.
5. Ventilation.
6. Electric power service.
7. Lighting.
8. Telephone service.

C. Support facilities include, but are not limited to, the following:

1. Temporary roads and paving.
2. Dewatering facilities and drains.
3. Project identification and temporary signs.
5. Field offices.
7. Storage and fabrication sheds.
8. Lifts and hoists.
10. Temporary stairs.
11. Construction aids and miscellaneous services and facilities.

D. Security and protection facilities include, but are not limited to, the following:

1. Environmental protection.
2. Stormwater control.
3. Tree and plant protection.
4. Pest control.
5. Site enclosure fence.
7. Barricades, warning signs, and lights.
8. Covered walkways.
10. Temporary partitions.
11. Fire protection.

E. All equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations. The ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this section.

F. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
2. Division 1 Section "Execution Requirements" for progress cleaning requirements.
3. Division 2 Sections "Bituminous Surfacing" and "Pavement Repair" for construction and maintenance of asphalt paving for temporary roads and paved areas.
4. Divisions 2 through 16 for temporary heat, ventilation, and humidity requirements for products in those Sections.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect, permanent or temporary roofing is complete, insulated, and weather-tight; exterior walls are insulated and weather-tight; and all openings are closed with permanent construction or substantial weather-tight temporary closures.

1.4 USE CHARGES

A. General: Cost or use charges for temporary facilities are not chargeable to College or Architect and shall be included in the Contract price. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the following:

1. College’s construction forces.
2. Occupants of Project.
3. Architect.
4. Construction Manager
5. Inspector of Record.
6. Testing agencies.
7. Personnel of authorities having jurisdiction.

B. Sewer Service: Pay sewer service use charges for sewer usage, by all parties engaged in construction, at Project site.

C. Water Service: Pay water service use charges, whether metered or otherwise, for water used by all entities engaged in construction activities at Project site.

D. Electric Power Service: Pay electric power service use charges, whether metered or otherwise, for electricity used by all entities engaged in construction activities at Project site.
1.5 SUBMITTALS

A. Temporary Utility Reports: Submit reports of tests, inspections, meter readings, and similar procedures performed on temporary utilities.

B. Implementation and Termination Schedule: Within 15 days of date established for submittal of Contractor's Construction Schedule, submit a schedule indicating implementation and termination of each temporary utility.

C. Graphic Design: Submit drawings indicating graphic design for temporary project identification signs designed by the Contractor.

D. Contractor's Site Plan: Showing locations of temporary fencing, all proposed trailers and other temporary facilities (including trash dumpsters, for example) and temporary utility connections, for approval by College prior to installation.

1.6 QUALITY ASSURANCE


1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with trade regulations and union jurisdictions.

2. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with California Electrical Code.

B. Tests and Inspections: Arrange for College to test and inspect each temporary utility before use. Obtain required certifications and permits from Construction Manager.

1.7 PROJECT CONDITIONS

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, through Construction Manager and Program Management Team, change over from use of temporary service to use of permanent service.

1. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

B. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:

1. Keep temporary services and facilities clean and neat.

2. Relocate temporary services and facilities as required by progress of the Work.
C. Security: Employ all measures necessary to ensure the security of the Project site. Security measures, if any, provided by the College do not relieve the Contractor from responsibility for site security as required by the Contract Documents.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Architect. Provide materials suitable for use intended.

B. Pavement: Comply with Division 2 Sections "Bituminous Surfacing" and "Pavement Repairs".

C. Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized steel, chain-link fabric fencing; minimum 8 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts at a maximum of 9 feet on center and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top rails.

1. Provide green screen vision/wind block on all site perimeter fencing.

2. Provide gates affording access as required by the fire department having jurisdictional authority.

D. Portable Chain-Link Fencing: Minimum 2-inch 9-gage galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch-OD corner and pull posts, with 1-5/8-inch-OD top and bottom rails. Provide galvanized steel bases for supporting posts. Do not use portable chain-link fencing for construction limit or security fencing.


F. Gypsum Board: Minimum 1/2 inch thick by 48 inches wide by maximum available lengths; regular-type panels with tapered edges. Comply with ASTM C 36.

G. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively.

H. Paint: Comply with requirements in Division 9 Section "Painting."

I. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.

J. Water: Potable.

2.2 EQUIPMENT

A. General: Provide equipment suitable for use intended.
B. Field Offices: Mobile units or Job-built construction with lockable entrances with security lockable cross flat bars, security screened operable windows, and serviceable finishes; heated and air conditioned; on foundations adequate for normal loading. Provide the following for job-built construction:

1. Exposed Lumber and Plywood: Paint with exterior-grade, acrylic-latex emulsion over exterior primer.
2. Interior Walls: Paint with two coats of interior latex-flat wall paint.
3. Roofs: Asphalt shingles or roll roofing.

C. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.

1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
2. Comply with requirements of authorities having jurisdiction.

D. Self-Contained Toilet Units: Single-occupant units of chemical, aerated recirculation or combustion type; vented; fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.

E. Drinking-Water Fixtures: Drinking-water fountains, including paper cup supply.

1. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.

F. Heating Equipment: Unless Owner authorizes use of permanent heating system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
2. Heating Units: Listed and labeled, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use for type of fuel being consumed.

G. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

H. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.
I. First Aid Supplies: Provide types and quantities required by referenced standards, authorities having jurisdiction, and as prudent for the conditions existing for the Work.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Contractor provided facilities are to be in place and available for Construction Manager use and occupancy within (14) calendar days following the date of issue of the Notice to Proceed and shall remain in place and available for OWNER use and occupancy throughout the full term of the Contract.

3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service as approved by the College’s Facilities Services Department. Provide matching, compatible materials and equipment.

1. Arrange with Construction Manager for time when service can be interrupted, if necessary, to make connections for temporary services.

2. Provide adequate capacity at each stage of construction. Before temporary utility is available, provide trucked-in services.

B. Sewers and Drainage: If sewers are available, provide temporary connections to remove effluent that can be discharged lawfully. If sewers are not available or cannot be used, provide drainage ditches, dry wells, stabilization ponds, and similar facilities. If neither sewers nor drainage facilities can be lawfully used for discharge of effluent, provide containers to remove and dispose of effluent off-site in a lawful manner.

1. Filter out excessive soil, construction debris, chemicals, oils, and similar contaminants that might clog sewers or pollute waterways before discharge.

2. Connect temporary sewers to private system indicated as directed by sewer department officials.

3. Maintain temporary sewers and drainage facilities in a clean, sanitary condition. After heavy use, restore normal conditions promptly.

4. For the CM/DSA IOR’s and Contractor’s trailers, where restrooms are included, provide a temporary holding tank under the trailer that shall be pumped/serviced a minimum of at least once per week.
C. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction until permanent water service is in use. Sterilize temporary water piping before use.

1. Provide rubber hoses as necessary to serve Project site.

2. As soon as water is required at each level, extend service to form a temporary water- and fire-protection standpipe. Provide distribution piping. Space outlets so water can be reached with a 100-foot hose. Provide one hose at each outlet.

3. Provide pumps to supply a minimum of 30-psi static pressure at highest point. Equip pumps with surge and storage tanks and automatic controls to supply water uniformly at reasonable pressures.

4. Provide all connections and extensions required.

5. Maintain connections and extensions in a safe manner and utilize so as to not constitute a hazard to persons or property.

6. Connections and extensions will be subject to approval of College’s Facilities Services Department. Immediately remove or remedy connections and extensions that represent safety hazards or cause undue interruption of College’s normal operations.

7. Provide all drinking water.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation, and maintenance of fixtures and facilities.

1. Disposable Supplies: Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility. Maintain adequate supply. Provide covered waste containers for disposal of used material.

2. Toilets: Install self-contained toilet units. Shield toilets to ensure privacy. Provide separate facilities for male and female personnel.

3. Contractor employees shall not use school toilet facilities.

4. At Contractor’s expense and without limitation remove and/or relocate portable chemical toilet facilities as rapidly as required in order to provide for progress of the Work.

5. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel who handle materials that require wash up. Dispose of drainage properly. Supply cleaning compounds appropriate for each type of material handled.
a. Where required by authorities having jurisdiction or deemed necessary by the Contractor for health or safety reasons, provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

6. Drinking-Water Fixtures: Install drinking-water fountains where indicated.

a. Where power is accessible, provide electric water coolers to maintain dispensed water temperature at 45 to 55 deg F.

7. Locate toilets and drinking-water fixtures so personnel need not walk more than two stories vertically or 200 feet horizontally to facilities.

E. Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed.

1. Maintain temperature as required in other Sections of these Specifications, but maintain a minimum temperature of 60 deg F in permanently enclosed portions of building for normal construction activities, and 65 deg F for finishing activities and areas where finished Work has been installed.

2. Provide temporary cooling for all electrical rooms and telephone/data rooms from the time power-up occurs until permanent cooling to each of these spaces is operational in compliance with the Contract Documents.

F. Ventilation and Humidity Control: Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment from that specified that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.

G. Electric Power Service: Unless use of current electrical power is authorized by College, provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload-protected disconnecting means, automatic ground-fault interrupters, and main distribution switchgear.

1. Install electric power service underground, unless overhead service must be used.

2. Install power distribution wiring overhead and rise vertically where least exposed to damage.

a. Provide distribution of temporary electric power service so that adequate power is available in a safe manner at any position within the Work without using an extension of more than 100 feet.
3. Secure electrical power sources sufficient to support power needs for construction and College occupied parts of the project buildings at all times during construction.

H. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.

1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

2. Provide 4-gang outlets, spaced so 100-foot extension cord can reach each area for power hand tools and task lighting. Provide a separate 125-V ac, 20-A circuit for each outlet.

I. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

2. Provide illumination levels appropriate to task, but not less than 25 foot-candles (270 lux).

3. Install exterior-yard site lighting that will provide adequate illumination for construction operations, traffic conditions, and signage visibility when the Work is being performed.

J. Telephone Service: Provide temporary telephone service throughout construction period for common-use facilities used by all personnel engaged in construction activities. Install separate telephone line for each field office and first-aid station.

1. Provide additional telephone lines for the following:
   a. In field office with more than two occupants, install a telephone for each additional occupant or pair of occupants.
   b. Provide a dedicated telephone line for each facsimile machine and computer with modem in each field office for the Contractor and the Architect.
   c. Provide a dedicated telephone line at each first aid station.

2. At each telephone, post a list of important telephone numbers.
   a. Police and fire departments.
   b. Ambulance service.
   c. Contractor's home office.
   d. Architect's office.
   e. Engineers' offices.
   f. DSA's IOR office.
   g. Principal subcontractors' field and home offices.
3. Provide an answering machine on superintendent's telephone.

4. Contractor to provide own data lines through satellite vendor.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

1. Within project boundary locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access, and as approved by the Construction Manager, Architect, and College Building Official.

2. Provide incombustible construction for offices, shops, and sheds located within construction area or within 30 feet of building lines. Comply with NFPA 241.

3. Maintain support facilities until near Completion. Remove before Completion as directed by Construction Manager. Personnel remaining after Completion will be permitted to use permanent facilities, under conditions acceptable to College.

B. Traffic Controls: Provide temporary traffic controls at junction of temporary roads with College or public roads. Include warning signs for public traffic and "STOP" signs for entrance onto College or public roads. Comply with requirements of authorities having jurisdiction.

C. Dewatering Facilities and Drains: Comply with requirements in applicable Division 2 Sections for temporary drainage and dewatering facilities and operations not directly associated with construction activities included in individual Sections. Where feasible, use same facilities. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining property nor endanger permanent Work or temporary facilities.

2. Before connection and operation of permanent drainage piping system, provide temporary drainage where roofing or similar waterproof deck construction is completed.

3. Remove ice as required to minimize accumulations.

D. Project Identification and Temporary Signs: Prepare Project identification and other signs in sizes and design indicated, or if not indicated, as appropriate so that information may be read from the far side of adjoining road. Install signs where indicated and appropriate to inform public and persons seeking entrance to Project. Do not permit installation of unauthorized signs.

1. Engage an experienced sign painter to apply graphics for Project identification signs. Comply with details indicated.

2. Prepare temporary signs to provide directional information to construction personnel and visitors.
3. Construct signs of 3/4 inch thick exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.

4. Paint sign panel and applied graphics with exterior-grade alkyd gloss enamel over exterior primer. Letters and corporate logos shall be self-adhered die cut vinyl, to the College's design and colors.

5. Project sign shall be painted, multicolored plywood or metal, 8 feet wide x 6 feet high at a location designated by the College representative. Artwork shall be scanned or enlarged as necessary by the Contractor. Submit for approval by Architect.

6. Project sign shall list title of project, the name of the Board of Trustees, the College, the Architect of Record, Construction Management firm, and the Contractor.

7. Project sign shall be erected on the site at a location designated by the College. The Contractor shall install the project identification sign within 30 days after Notice-to-Proceed.

8. Appropriate signage shall be posted by the Contractor at all site entrances to restrict unauthorized access. Off-site signage shall be placed on designated access routes to direct deliveries and related construction traffic to the job site. Location of signage shall be approved by the College.

9. No other signs are allowed without the College's permission except those required by law.

10. Contractor shall remove Project Signage at completion of work.

11. Contractor shall remove, as required, all graffiti from buildings, equipment, fences and all other temporary and/or permanent improvements on Project site.

E. Temporary Storage Units:

1. Contractor shall provide secure and waterproof-upto 30 storage units for the temporary storage of furniture, equipment and other items requiring protection. Contractor will be required to provide these units within site Project boundaries or on approved location within the campus by the College.

2. Walls, roof and doors shall be a minimum of 16-gage steel with floors of 1" tongue and groove hardwood or 3/4" minimum exterior type plywood. The undercarriage shall be designed to accommodate forklift blades 42" to 60" long. There shall be doublewide swing out lockable doors at one end equipped with waterproof gaskets.

3. Contractor shall be responsible for all delivery charges and will install the storage unit in an appropriate area within the project boundary as approved by Construction Manager and the College.

4. Contractor shall remove the storage units from the Project site when the storage unit is no longer required for the Work or upon Substantial Completion of the Work.
5. Contractor shall at their expense and without limitation remove and/or relocate storage units as rapidly as required in order to provide for progress of the Work.

F. Waste Disposal Facilities:

Provide waste-collection containers in sizes adequate to handle waste from construction operations. Containerize and clearly label hazardous, dangerous, or unsanitary waste materials separately from other waste. Comply with Division 1 Sections "Construction & demolition Waste Management" and "Execution Requirements" for progress cleaning requirements.

1. If required by authorities having jurisdiction, provide separate containers, clearly labeled, for each type of waste material to be deposited.

2. Do not burn waste materials. Do not bury debris or excess materials on the College's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems or streams. Remove waste materials from the site and dispose of lawfully.

3. Where extra materials of value remain after completion of associated Work, they become the College's property. Dispose of these materials as directed by the College.

4. Provide on-site containers for collection of waste materials, debris, and rubbish.

5. Handle waste materials in a controlled manner. Do not drop or throw materials from heights.

G. Field Offices/Facilities:

1. General: Erect and maintain, for duration of operations and in locations as approved, suitable temporary office facilities as required for Contractor's and College Representative's administration of the work. Provide necessary sheds and facilities for the storage of tools, materials, and equipment employed in the performance of the work. Temporary buildings shall be weather-tight with raised solid floors, solid sheathed and composition roofs, and adequately glazed and screened windows for light and ventilation. Temporary buildings shall be painted using colors as approved. Provide stairs and accessible ramps per code. The Contractor shall maintain the approach to field offices free from mud and water.

2. Provide two (2) entrance doors to the building, one (1) at each end and one (1) door into each office and toilet. Provide cylinder lock and dead bolt keyed alike on each exterior door, and provide one (1) cylinder lock and keyed differently on each interior door. Provide six (6) sets of keys for each door lock to the College Representative.
3. Provide thermostatic controlled refrigerated air conditioning and heating system to all spaces. HVAC system shall maintain a temperature indoors of 65deg F to 80 deg F, regardless of outdoor conditions at the site.

4. Provide hot water and cold water, electricity, and telephone service with three (3) lines. Provide at least one (1) telephone with speaker in each office and in Conference Room. Provide bottled drinking water service with hot and cold dispenser.

5. Provide telephone / data service consisting of a minimum of the following:
   a. One (1) dedicated fax line.
   b. Three (3) internet connections via one (1) full-time, high-speed DSL (or ISDN) internet line, one (1) at receptionist’s desk and one (1) each in the Construction Manager’s and DSA Inspector’s offices.
   c. Three (3) telephone lines, one (1) for each person, all going to the receptionist for screening, and four (4) phones, one (1) for each staff member plus conference room. All phones shall have speaker capability.

6. Provide 120/208V 100A electrical service consisting of a minimum of 12 circuit, 120 volt, 100-amp service hookup and distribution as follows:
   a. Provide warm white fluorescent light fixtures to evenly illuminate the rooms to a minimum of 50 foot-candles and an average of 70 foot-candles measured at desk height. Provide a minimum 60-watt light fixture in the lavatory facility. Provide light switch in each room.
   b. Provide two duplex 120-volt outlets in each office and clerical area, 3 duplex 120-volt outlets in meeting room, and one GFI outlet only in restroom.
   c. Contractor shall pay for an Internet Services Provider as selected and/or approved by the Construction Manager. This service shall be budgeted at $100.00 per month.

7. All trailers shall be equipped with working intrusion alarm systems with code pad by door and auto dialer to local security service or campus police.

8. Contractor shall pay the telephone and Internet service installation cost and monthly service charge for all lines and for all telephone calls, facsimile transmissions, electronic, and Internet communications.

9. Accessory Furnishings:
   a. For each Office:
      1) One (1) 2'-6" x 5' desk with drawers and locks and key.
      2) One (1) cushioned ergonomic office swivel chair for each desk or workstation. Chairs to provide adequate back support for users.
      3) Two (2) cushioned chairs for visitors.
      4) Two (2) metal filing cabinets, 18"W x 30"D x 52"H, four drawers with locks and keys.
      5) One (1) bookcase, 12"D x 48"L x 30 " H, with one adjustable shelf.
      6) One (1) wastebasket.
      7) One (1) plan rack, with six (6) metal stick files.
      8) One (1) 48” x 36” wall-mounted dry marker board.
9) One (1) 2' x 2' stand/table for printer.

b. For the Clerical Workstation:
1) Same as 3.3.G.9.a above (except items 1, 3, and 7).
2) One (1) fax stand/table (approx. 2'x2').
3) One (1) 30"x 60" desk with secretarial return.
4) Two (2) 2’ x 2’ stand/tables for printer and scanner.

c. For the Workroom:
1) Two (2) 3' x 6' plan check tables.
2) Two (2) 4’ x 9’ conference foldable tables with fourteen (14) cushioned stacking chairs.
3) Two (2) wastebaskets.
4) Four (4) metal filing cabinets, 18"W x 30"D x 52"H, four (4) drawers with locks and keys (or equivalent lateral file capacity).
5) Two (2) plan racks, with six (6) metal stick files.
6) Two (2) wall-mounted dry marker boards, 4’ x 6’ minimum, with three (3) markers each in colors red, green, blue, and black.
7) One (1) wall-mounted corkboard for thumbtacks, 4’ x 4’ minimum.
8) One (1) overhead shelf / rack for twelve (12) hard hats.
9) One (1) 12 inch diameter, wall-mounted, battery-operated clock.
10) One (1) twelve- (12) peg coat rack.

10. Accessory Equipment:

a. Plain paper, fully programmable, high-speed fax. Contractor to provide paper, toner, maintenance service, and all required supplies to operate.

b. Three (3) computers (MS Windows Vista based) with one (1) each min. 17-inch color monitors. One (1) Epson 1520 printer (wide carriage with network adaptor). One (1) HP 4050N laser printer with network adaptor. Surge protection and UPS for each computer. Installed software of Windows XP Professional, Microsoft Office XP Professional, or latest version, Microsoft Internet Explorer 6.0 and Adobe Acrobat 8 Professional. Computer specifications: At minimum, Pentium IV – 2.80 GHz 512K full cache, 1 GB RAM, 80 GB ATA hard drive, 64MB video card, 1.44MB 3.5 floppy drive, 8/4/32 x CD RW/DVD, integrated 3 Com 10/100 network interface card, integrated sound card, and modem card. Computer support will be “next business day” onsite parts and labor. Miscellaneous accessories: Wireless adaptor (router), power cords, printer/network cables, zip disks, DSL accessories, paper, and toner / ink.

c. Copy machine: Sharp Model AR-337 or approved equal, with double-sided copying feature, multiple paper sizes (up to 11” x 17”) collating, enlarging and reduction features, scan to e-mail feature, paper, toner, and regular maintenance by qualified service.

d. Phone instruments: Four (4) with speakerphones, redial, hold, call forwarding, auto transfer, and voicemail. AT & T [Lucent Technologies] or equal.

e. Local telephone company voicemail/answering services function on at least one (1) line.

f. Compact Digital camera, minimum 3.2 megapixel CCD or higher, fully automatic with auto data back and 110 mm zoom lens (10x), with min of 64MB Compact Flash Card capability (or other memory card or stick) as manufactured by Sony, Canon, Nikon, Konica, or other.

g. Drinking water with hot and cold dispenser. Contractor to provide all required supplies to operate.
h. At the end of the project, the College has the option to buy any or all accessories at the fair market price.

11. All equipment and flooring shall to be new, and all furnishings may be new or like new upon acceptance of College Representative. The Contractor shall maintain or replace failed or malfunctioning equipment within 48 hours as directed by the College or the College reserves the right to lease/purchase replacement equipment at the Contractor’s expense.

12. Contractor shall provide for no less than four (4) parking spaces for the exclusive use of the College Representative, the Engineer of Record, and/or Construction Manager personnel adjacent to the Temporary Field Office.

13. Contractor shall provide one set of current California Code of Regulations, Title 24, for the Construction Manager on-site for the duration of the project and one current set (construction, mechanical, electrical) of Means estimating manuals. Provide the following Title 24 documents:

   b. Title 24, Part 3 - California Electrical Code.
   c. Title 24, Part 4 - California Mechanical Code.
   d. Title 24, Part 5 - California Plumbing Code.
   e. Title 24, Part 6 - California Energy Code.
   f. Title 24, Part 7 - California Elevator Safety Code.
   g. Title 24, Part 9 - California Fire Code.
   h. Title 24, Part 12 - California Referenced Standards Code.

14. Contractor shall provide one copy of the following Reference Materials:


   Upon request of the College Representative, the Contractor shall provide copies of codes, standards, and reference material not specifically mentioned above, but referenced in the contract documents.

H. Janitorial Services: Provide janitorial services on a weekly basis for temporary offices, first-aid stations, toilets, wash facilities, and similar areas.

I. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment involved, including temporary utility services. Sheds may be open shelters or fully enclosed spaces within building or elsewhere on-site.

1. Construct framing, sheathing, and siding using fire-retardant-treated lumber and plywood.

2. Paint exposed lumber and plywood with exterior-grade acrylic-latex emulsion over exterior primer.
3. Provide ventilation and maintain temperatures as required for the items stored by regulations of authorities having jurisdiction, Sections of these Specifications, and manufacturer's instructions.

4. Maintain secure storage for tools (including personal tools of individual workers), equipment, and materials. The College will not be responsible for loss or damage to tools, equipment, or materials.

J. Temporary Elevator Usage: Refer to Division 14 Sections for protection requirements for temporary use of new elevators. (NOT USED)

1. Provide temporary access to and use of at least one elevator for the College when the College partially occupies completed areas to place and install equipment.

2. The Contractor is responsible for furnishing elevator service to the College, all separate contractors, subcontractors and others having interest in the construction of the building for passenger service and for the raising and lowering of materials and equipment (subject to load limitations of the elevator).

3. Provide for the College's use at no cost. This includes furnishing and paying for the services of competent elevator operators during the entire time that the elevator is used for transporting materials by any trade requiring elevator, or for the College's use, including the College's use after normal working hours.

4. The Contractor shall pay the cost of all work, repairs, cleaning and testing required to ensure that the elevator is turned over to the College in "like-new" condition. The warranty for the elevator will commence when the Notice of Completion is recorded.

K. Temporary Stairs: (NOT USED) until permanent stairs are available, provide temporary stairs where ladders are not adequate. Cover finished permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of acceptance.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects. Avoid using tools and equipment that produce harmful noise. Restrict use of noisemaking tools and equipment to hours that will minimize complaints from persons or firms near Project site. Provide measures, including regular watering, necessary to minimize air-borne dust.

1. Comply with regulations of authorities having jurisdiction.

B. Stormwater Control: Provide earth embankments and similar barriers in and around excavations and sub-grade construction, sufficient to prevent flooding by runoff of stormwater from heavy rains. Refer to Division 1 Section "Storm Water Pollution Prevention Plan" for additional requirements.
C. Protection Against Inclement Weather: Brace, secure, and cover all parts of the Work to prevent damage by inclement weather.

D. Protect the Work from damage due to nuisance water such as rainwater, surface runoff, and irrigation water. Comply with requirements of authorities having jurisdiction regarding routing and disposal of nuisance water.

E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from construction damage. Protect tree root systems from damage, flooding, and erosion.

F. Pest Control: Before deep foundation work has been completed, retain a local exterminator or pest-control company to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests. Engage this pest-control service to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Completion. Obtain extended warranty for College. Perform control operations lawfully, using environmentally safe materials.

G. Protection and security measures required by authorities having jurisdiction are considered minimum requirements. Provide additional measures as necessary and appropriate to the hazards of this Project.

1. Protect work, existing premises, and the College's operations from theft, vandalism, and unauthorized entry.

2. Initiate program in coordination with the College and the College Security at job mobilization.

3. Maintain program throughout construction period until the College accepts the Work as complete or the need for security is eliminated as determined by the College.

H. Site Enclosure Fence: Before construction operations begin, install 8-feet high chain-link enclosure fence with lockable entrance gates and green screen. Locate where indicated, or enclose entire Project site or portion determined sufficient to accommodate construction operations. Install in a manner that will prevent people, dogs, and other animals from easily entering site except by entrance gates. Comply with regulations of authorities having jurisdiction.

1. Set fence posts in compacted mixture of gravel and earth.

2. Provide gates in sizes and at locations necessary to accommodate emergency vehicles, delivery vehicles and other construction operations.

3. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Provide College with one (1) set of keys.

4. Do not use portable fencing for Site Enclosure Fence.

5. Repair ground and landscape to original condition where fencing is removed.
I. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction until finally approved for occupancy by College. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

J. Entry Control:

1. Contractor shall be responsible for project security at all times. If Contractor elects to employ a private security guard, the guards shall first be cleared with the College Security Office and the College Police and shall be the employee of a recognized Security Agency. No firearms will be permitted.

2. Restrict entrance of unauthorized persons and vehicles into Project site and existing facilities, buildings and or rooms during construction activities.

3. Contractor shall at all times permit College, Construction Manager, Program Management Team, Engineer of Record, Architect of Record, Inspector of Record, and others as identified by the College, access to the construction site.

4. Contractor and his sub contractors shall be responsible for the care of all work until its completion and final acceptance; and they shall, at Contractor’s expense, replace damaged or lost material and repair damaged parts of the work, or the same may be done by the College and the Contractor and their sureties shall be liable therefore. The Contractor shall make their own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the work. The Contractor shall take all risks from floods and casualties or for delays from such causes. The Contractor shall remove from the vicinity of the completed work all plant, buildings, rubbish, unused material, concrete forms, sheeting, or equipment belonging to them or used under their discretion during construction; and in the event of their failure to do so, the same may be removed by the College at the expense of the Contractor, and the Contractor and their sureties shall be liable therefore.

5. Contractor shall adopt all practical means to minimize interference to traffic and inconvenience, discomfort, or damage. The Contractor shall protect against injury, structures crossing trenching or encountered in the Work and shall be responsible for any injury done to such structures, or damage there from. Contractor shall support or replace any such structures without delay and without any additional compensation, to the entire satisfaction of the Engineer of Record and / or the College.

6. Obstructions to traffic shall be guarded by flag-persons as required and by barriers and illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by their operations, and under all circumstances they shall comply with the laws and regulations of the State of California, relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdiction, and shall be solely responsible for any damages caused by failure to provide proper safety.

7. Contractor will be held responsible for and be required to make restitution, at their own expense, for all damage to persons or property caused by the Contractor or
subcontractor, or the agents, or employees of either during the progress of the Work and until its final acceptance.

8. Contractor shall immediately notify the College Security Department and the College Director of Facilities Services through the Construction Manager of any such injuries or damages caused directly or indirectly by their operations.

K. Security and Pass Requirements:

1. Contractor is responsible to provide a Photo Identification badge for each of Contractor’s and subcontractor’s personnel working in this project.

2. Contractor shall submit to the Construction Manager a list of individuals, including sub-contractors, for whom identification badges have been issued. Any individual arriving at the project site without a proper identification badge will not be permitted to enter the site.

3. Identification badges shall be assigned to an individual for the period of the Contract and cannot be interchanged between employees.

L. Barricades, Warning Signs, Signals, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

1. Enclose excavations and openings with proper barricades.

2. Clearly identify hazards on and adjacent to the Project site. Maintain clearly visible and, if applicable, audible identification on a continuous 24-hour-per-day basis.

3. Illuminate barricades, warning signs, obstructions, and other hazards at night. Provide adequate light for clear visibility from sunset to sunrise.

4. Where appropriate, provide audible warning signals.

5. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8-inch-thick exterior plywood and as required by the College or Construction Manager.

M. Temporary Enclosures: Provide temporary enclosures for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

2. Vertical Openings: Close openings of 25 sq. ft. or less with plywood or similar materials.
3. Temporary partitions shall be installed at all openings where additions connect to existing buildings, and where to protect areas, spaces, property, personnel, students and faculty and to separate and control dust, debris, noise, access, sight, fire areas, safety and security. Temporary partitions shall be as designated on the Drawings or as specified by Architect at Contractor’s expense and without limitation remove and/or relocate enclosures, barriers and temporary partitions as rapidly as required in order to provide for progress of the Work.


5. Install tarpaulins securely using fire-retardant-treated wood framing and other materials.

6. Since the Work of this Project may be immediately adjacent to existing occupied structures and vehicular and pedestrian right of ways, Contractor shall, coordinate with the CM and in accordance with applicable safety standards, provide all temporary facilities, additional barricades, protection and care to protect existing structures, occupants, property, pedestrians and vehicular traffic. Contractor is responsible for any damage, which may occur to the property and occupants of the property of College or adjacent private or public properties which in any way results from the acts or neglect of Contractor.

7. Where temporary wood or plywood enclosure exceeds 100 sq. ft. in area, use fire-retardant-treated material for framing and main sheathing.

8. Contractor at no cost to the college is to remove and/or relocate fencing, fabric and barricades or other security and protection facilities as rapidly and as required in order to provide for progress of the Work.

N. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241 and requirements of authorities having jurisdiction.

1. Provide fire extinguishers, installed on walls on mounting brackets, visible and accessible from space being served, with sign mounted above.
   a. Field Offices: Class A stored-pressure water-type extinguishers.
   b. Other Locations: Class ABC dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for exposures.
   c. Locate fire extinguishers where convenient and effective for their intended purpose; provide not less than one extinguisher on each floor at or near each usable stairwell.

2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting. Prohibit smoking in hazardous fire-exposure areas.
4. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition.

5. In the event of an emergency drill or an actual emergency, designated by the sounding of the fire alarm and/or other sounding device, all construction activities must cease. Contractor shall evacuate the Work area and remain outside the Work area until permitted to return. No Work shall be conducted during the evacuation of a building or during an emergency.

6. Permanent Fire Protection: At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.

7. Develop and supervise an overall fire-prevention and first-aid fire-protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.

8. Provide hoses for fire protection of sufficient length to reach construction areas. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 TRAFFIC CONTROL

A. Prior to start of Work, determine the routing of construction vehicles and the measures necessary to control traffic during construction as instructed by Construction Manager and or the Program Management Team. Provide measures including, but not limited to, the following:

1. Be responsible for controlling construction traffic on and adjacent to the site per Exhibit 1-D in section 00800. Comply with requirements of authorities having jurisdiction for traffic controls in public right-of-ways.
   a. Provide necessary measures including, but not limited to, flag personnel, barricades, sufficient lights, reflectors, warning signals, warning signs indicating closures, directional, and detour instructions.

2. Route construction equipment, trucks, and similar vehicles via existing public streets to and from the site as approved by authorities having jurisdiction.

3. Obtain and pay for permits and inspections made necessary by use of public street, sidewalks, curbs, and paving. Post guarantees and bonds that may be required, and repair subsequent damage to public property in a manner acceptable to authorities having jurisdiction.

B. Parking: Parking for workers may be provided on the Project site to the extent that space for that purpose is available without interference with activities of College or activities
related to performance of the Work. Arrange for additional employee parking off-site at no additional cost to College.

3.6 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

2. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

C. Temporary Facility Changeover: Except for using permanent fire protection as soon as available, do not change over from using temporary security and protection facilities to permanent facilities until Completion.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are the property of Contractor. College reserves right to take possession of Project identification signs.

2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.

3. At Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements in Division 1 Section "Closeout Procedures."

4. After removal of temporary facilities which were placed on portions of the existing site not scheduled for new Work, restore those portions of the site occupied by the temporary facilities to at least the condition they existed prior to start of Work.

E. Permanent Systems Used as Temporary Facilities: When a permanent building or site system, or portion thereof, is in a condition allowing operation as intended by the manufacturer and as required by the Contract Documents, the permanent system or portion
thereof may be used as a temporary facility unless indicated otherwise in the Contract Documents, provided the following conditions are satisfied by the Contractor:

1. Request and obtain written approval from the College to use a specific permanent system or designated portion thereof as a temporary facility.

2. Assume full responsibility for the permanent system or portion thereof and clean, repair, or replace systems, or parts, damaged or soiled as a result of use as a temporary facility.

3. Pay all costs associated with using the system or portion thereof as a temporary facility including, but not limited to, operating costs, maintenance, repair, or replacement.

4. Operate the system under supervision of a person or persons qualified and knowledgeable about the proper operation of the system in accordance with the manufacturer's instructions.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following administrative and procedural requirements: selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and "equal" products.

B. Related Sections include the following:

1. Division 1 Section "References" for applicable industry standards for products specified.
2. Division 1 Section "Closeout Procedures" for submitting warranties for contract closeout.
3. Divisions 2 through 16 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.

3. Equal Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product. The Architect will be the sole judge of equality. Request for review by Architect of Equal Products will only be entertained during the bid period in accordance with the Supplementary General Conditions.
B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents, as proposed by Contractor. The College is not obligated to entertain substitutions. Request for review by Architect of substitutions will only be entertained during the bid period in accordance with the Supplementary General Conditions.

1. The College is not obligated to entertain substitution requests other than during the bid period in accordance with the Supplementary General Conditions. After the bid period, substitutions will be entertained only in the event that the Contractor can prove that the specified product is no longer available. Failure to order a product in time for delivery to meet the construction schedule does not constitute unavailability of the product.

C. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to College.

D. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for College.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:
   a. Specification Section number and title.
   b. Generic name used in the Contract Documents.
   c. Proprietary name, model number, and similar designations.
   d. Manufacturer's name and address.
   e. Supplier's name and address.
   f. Installer's name and address.
   g. Projected delivery date or time span of delivery period.
   h. Identification of items that require early submittal approval for scheduled delivery date.

3. Completed List: Within 15 days after date of commencement of the Work, submit 3 copies of completed product list.

4. Architect's Action: Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement that products comply with the Contract Documents.
B. When requested by the Architect, submit 2 original copies of manufacturer's written specifications and instructions for each product proposed for the Work.

C. Substitution Requests and Requests for Equal Products: Submit four (4) copies of each request for consideration, no later than 10 calendar days before bid opening date. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles. Include the name, address, and telephone number of the manufacturer of the proposed substitute product.

1. Substitution and Equal Request Form: Use the form provided at end of this Section.

2. Documentation: Show compliance with requirements for substitutions or equals, and the following, as applicable:

   a. Statement indicating why specified material or product cannot be provided.
   b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by College and separate contractors that will be necessary to accommodate proposed substitution.
   c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
   d. Product Data, including test data, performance and reference standards, drawings and descriptions of products and fabrication and installation procedures. Provide complete data substantiating compliance with requirements of the Contract Documents.
   e. Samples, where applicable or requested.
   f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
   g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
   h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
   i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
   j. Cost information, including a proposal of change, if any, in the Contract price.
   k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
   l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
   m. Name and address of similar projects in the general location of this Project on which the proposed substitute product was used. Provide approximate date product was installed.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution or equal product. Prior to bid, Architect will notify bidders about accepted substitutions and equal products by means of Addendum. Substitutions and equal products not indicated in an Addendum are not valid and will not be allowed. After the bid period, and only in the event a product is proven to be no longer available, Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution or equal product within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

5. Store products to allow for inspection and measurement of quantity or counting of units.

6. Store materials in a manner that will not endanger Project structure.

a. Concrete slabs on grade and suspended floors have not been designed for heavy loading. Design live loads are indicated on the Drawings.

b. Slabs on Grade: Do not subject slabs on grade to excessive loading by shoring, storage of materials, or operation of construction equipment unless adequately protected by planking designed to safely distribute loads. Maintain slabs and repair or replace damaged slabs at no additional cost to the College.
c. Suspended Floors: Do not subject suspended slabs to construction loads greater than 40 psf unless adequate shoring and protection is provided. Retain a civil or structural engineer experienced in shoring design and registered in the state in which the Project is located to design necessary temporary support systems.

7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.

8. Comply with product manufacturer’s written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

9. Protect stored products from damage.

10. Immediately remove from the site materials and equipment that are damaged or do not comply with requirements of the Contract Documents.

11. When handling and moving materials and equipment, protect all finished surfaces, including jambs and frames of openings, and soffits. Protect finished floor surfaces from damage while moving and storing materials and equipment.

B. Keep copies of manufacturer's specifications and instructions on site and available for reference.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents.

1. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

2. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

3. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the College has benefited from use of the Work through a portion of its anticipated useful service life.
4. **College Recourse:** Expressed warranties made to the College are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the College can enforce such other duties, obligations, rights, or remedies.

   a. **Rejection of Warranties:** The College reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

5. Where the Contract Documents require a special warranty or similar commitment on the Work or part of the Work, the College reserves the right to refuse to accept the Work until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

6. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on standard product warranties shall not relieve the Contractor of the Contractor's warranty on the Work that incorporates the products and shall also not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

   a. **Warranty period begins when the project has been accepted and the Notice of Completion has been filed.**

B. **Except when a special warranty is required by the provisions of a specific Section of these Specifications, or a standard warranty is not offered as a matter of record by the manufacturer of a specified product, submit the manufacturer's standard warranty for each product incorporated in the Work.**

   1. When a manufacturer does not offer a standard warranty, provide a written form listing the product and indicating "Standard Product Warranty Not Available."

C. **Special Warranties:** Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

   1. **Manufacturer's Standard Form:** Modified to include Project-specific information and properly executed.

   2. **Specified Form:** Forms are provided at end of Section. Prepare a written document using appropriate form properly executed.

   3. Refer to Divisions 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

D. **Submittal Time:** Comply with requirements in Division 1 Section "Closeout Procedures."
PART 2 - PRODUCTS

2.1 PRODUCT OPTIONS

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.

3. College reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

4. Where products are accompanied by the term "as selected," Architect will make selection.

5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.


7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in "Equal Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures: Procedures for product selection include the following:

1. Available Products: Where Specification paragraphs or subparagraphs introduce a list of names of products, provide one of the products listed or another product that complies with requirements. Comply with provisions in "Equal Products" Article to obtain approval for use of an unnamed product.

2. Available Manufacturers: Where Specification paragraphs or subparagraphs introduce a list of manufacturers' names, provide a product by one of the manufacturers listed or another manufacturer that complies with requirements. Comply with provisions in "Equal Products" Article to obtain approval for use of an unnamed product.

3. Product Options: Where Specification paragraphs indicate that size, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide either the specific product or system indicated or an equal product or system by another manufacturer. Comply with provisions in "Product Substitutions" or "Equal Products" Articles.
4. Visual Matching Specification: Where Specifications require matching an established Sample, select a product (and manufacturer) that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches satisfactorily.
   a. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents on "substitutions" for selection of a matching product.

5. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, and textures" or a similar phrase, select a product (and manufacturer) that complies with other specified requirements.
   a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
   b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes both standard and premium items.
   c. Custom Range: Where Specifications include the phrase "custom colors, patterns, textures" or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that includes custom items in addition to both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: College will consider requests for substitution only in accordance with the Supplementary General Conditions.

B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers the College a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities College must assume. College's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by College, and similar considerations.

2. Requested substitution does not require extensive revisions to the Contract Documents.

3. Requested substitution is consistent with the Contract Documents and will produce indicated results.

4. Substitution request is fully documented and properly submitted.

5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.

7. Requested substitution is compatible with other portions of the Work.

8. Requested substitution has been coordinated with other portions of the Work.

9. Requested substitution provides specified warranty.

10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

11. The specified product has been discontinued by the manufacturer or the manufacturer has ceased operations.

   a. The specified product is not available. Refer to the Supplementary General Conditions for requirements.

2.3 EQUAL PRODUCTS

   A. Timing: College will consider requests for "equal" products only in accordance with the Supplementary General Conditions.

   B. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed "equal" product:

      1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

      2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

      3. Evidence that proposed product provides specified warranty.

      4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

      5. Samples, if requested.

      6. The specified product is not available. Refer to the Supplementary General Conditions for requirements.

PART 3 - EXECUTION (Not Used)

END OF SECTION
SPECIAL WARRANTY

When required in Sections of the Specifications, Special Warranties shall be in the following form and written on Contractor's own letterhead:

"Warrant ________________________________________________________________
portion of work warranted)

Project: ________________________________________________________________

Address: _______________________________________________________________

Date: __________________________________________________________________

We, the undersigned hereby warrant that the _________ which we have installed in the Project has been performed in accordance with the Contract Documents and that the work, as installed, will fulfill the requirements of the warranty included in this Specification. We agree to repair or replace any or all of our work, together with any other work which may be damaged or displaced by so doing, that may prove to be defective in its workmanship, materials, operation, or failure to conform to Contract provisions and requirements within a period of ________ year(s) from date of Final Completion of the above-named structure, without any expense whatever to the said College, ordinary wear and tear and unusual abuse or neglect excepted. In the event of our failure to comply with the above-mentioned conditions within thirty (30) calendar days after being notified in writing by the College, we collectively or separately do hereby authorize the College to proceed to have said defects repaired and made good at our expense, including all collection cost and reasonable attorney fees, and we will honor and pay the costs and charges therefore upon demand."

WARRANTY PERIOD: _____________ STARTING: ___________ TERMINATING __________

_______________________________ _________________________________
Name of General Contractor Name of Subcontractor

_______________________________ _________________________________
Signature of General Contractor Signature of Subcontractor

_______________________________ _________________________________
Address Address

_______________________________ _________________________________
Phone Number Phone Number

_______________________________ _________________________________
State License Number State License Number

_______________________________ _________________________________
Name of Manufacturer Manufacturer Phone Number

_______________________________
Signature of Manufacturer

END OF SPECIAL WARRANTY FORM
PART 1 - GENERAL

1.1 SUMMARY

A. This section establishes procedures for specified product options and the submittal of substitutions by Contractors.

B. The intent of this section is to insure that specified product options and proposed substitutions exceed or equal the quality of the specified products and are furnished and installed in accordance with the design intent.

1.2 RELATED SECTIONS

A. General and Supplementary Conditions
B. Section 01035 – Modification Procedures
C. Section 01330 – Submittal Procedures

1.3 PRODUCT OPTIONS

A. Where product options are included in the specifications sections and are specified by naming more than one, or several acceptable products or manufacturers, select any product or manufacturer listed.

B. For items specified only by Reference Standards, select any item meeting standards.

C. For items specified by performance requirements, select any item meeting performance standards specified.

D. Submit request, as required for substitution, for any item or manufacturer not specifically named not later than ten (10) days prior to date of bid opening.

1.4 SUBSTITUTIONS

A. Comply with provisions of Article 55. Substitutions For Specified Items in the General Conditions and modifications to this article provided in the Supplementary Conditions for compliance with AB 2084 amendments to Public Contract Code Sec. 2 Section 3400, effective January 1, 1999.

B. Should the Contractor wish to substitute an item he considers equal to the one specified, submit to Architect not later than ten (10) days prior to the date for bid opening, the name of the manufacturer, the model number, and other pertinent data and information regarding the “or equal” item which has been proposed and which the Contractor is seeking approval to incorporate in the work. If the "or equal" item is not found by the Architect to be, in fact, equal or superior in the opinion of the Architect, the Contractor shall furnish the item as set forth in the Specifications. Substitution requests submitted later than ten (10) days from the date of bid opening will not be considered and will be returned un-reviewed.
C. To aid in the review of substitution requests, submit two copies of the project Substitution form.

D. Tabulate products by specification section number and title.

E. Submit separate request for each substitution. Support each request with:

1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
   a. Product identification, including manufacturer’s name and address.
   b. Manufacturer’s literature; identify;
      1) Product description.
      2) Reference standards.
      3) Performance and test data.
   c. Samples, as applicable.
   d. Name and address of similar projects on which product has been used, and date of each installation.

2. Itemized comparison of the proposed substitution with product specified; list significant variations.

3. Any effect the substitution may have on other trade contracts.

4. List of changes required in other work or products.

5. Accurate cost data comparing proposed substitution with product specified.
   a. Amount of any change in cost.

6. Designation of required license fees or royalties.

7. Designation of availability of maintenance services, sources of replacement materials.

F. Substitutions will not be considered for acceptance when:

1. They are indicated or implied on shop drawings or product data submittals without a formal request from contractor and acceptance by Architect and Owner prior to bid.

2. They are requested after the project has bid.

3. They are requested after the Contract has been executed.

4. Acceptance will require structural changes or substantial revision of Contract Documents.
5. Substitution request procedures included in this Section and in the General and Supplementary Conditions are not complied with by the Contractor.

6. They require review and acceptance of the Substitution by The Division of the State Architect.

G. Substitute products shall not be bid without written acceptance of the Architect and College.

H. Architect and College will determine acceptability of proposed substitutions prior to bid.

1.5 CONTRACTOR’S SUBSTITUTION CERTIFICATION

A. In making formal request for substitution contractor certifies that:

1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.

2. He will provide same warranties or bonds for substitution as for product specified.

3. He will provide same warranties or bonds for substitution into the work, and will make such changes as may be required for the work to be complete in all respects.

4. He waives claims for additional costs caused by substitution which may subsequently become apparent.

1.6 ARCHITECT’S DUTIES

A. Review contractor’s request for substitutions with reasonable promptness and issue a written response not later than 72 hours prior to bid.

B. Notify contractor, in writing, of decision to accept or reject requested substitution.

1.7 SEPARATE SUBSTITUTE BIDS

A. Bidders may, (ONLY IF PROVISIONS ARE INCLUDED ON THE BID FORM) submit separate substitute bids using materials other than those described in these Contract Documents, provided that all substitutions are clearly identified and described and that the bid is in all other respects in accordance with the provisions of the Contract Documents.

1.8 AVAILABILITY OF SPECIFIED ITEMS

A. Verify prior to bidding that all specified and substituted items will be available in time for installation during orderly and timely progress of the work.

B. In the event specified items will not be available, notify the Architect prior to receipt of bids.
C. Cost of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Architect or College.

1.9 SUBSTITUTION WARRANTY REQUIREMENTS

A. Submit with the substitution request an executed Substitution Warranty. The Form at the end of this Section. This form shall apply to substitutions submitted for review prior to bid.

B. The Contractor is to warrant, in writing, that the substituted items are to perform as specified, and assume complete responsibility for the same. This includes responsibility and costs required for modifications to building, other materials, or equipment, and any additional coordination with work of other trades. Testing, of Substitutions proposed, if required or requested by the Architect or College shall be paid for by the Contractor.

C. Sample test of SUBSTITUTION WARRANTY is provided at the end of this section, identified as Example "B".

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

2. Field engineering and surveying.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections include the following:

1. Division 1 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Submittal Procedures" for submitting surveys.
3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of College-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

A. Qualification Data: For land surveyor or civil engineer to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

B. Certificates: At completion of the Work, after all governmental agency approvals have been obtained, and prior to request for final payment, submit certificate signed by land surveyor
or civil engineer certifying that location and elevation of improvements comply with requirements.

C. Certificates: At completion of the Work, after all governmental agency approvals have been obtained, and prior to request for final payment, submit a certificate signed by the land surveyor or professional engineer and the Contractor certifying that location and elevation of improvements, quality and quantity of materials and installation are in compliance with requirements of the drawings and specifications approved by governmental agencies having jurisdiction over the Project.

1. If any changes from approved drawings and specifications were made in the Work, include a statement that changes to the Work were performed after such changes, including revised drawings and specifications, were approved by Architect, DSA and other governmental agencies having authority.
   a. Include a chronological list of changes with date each was approved by Architect and governmental agencies having authority.

D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

E. Certified Surveys: Submit two copies signed by land surveyor or civil engineer.

F. Final Property Survey: Submit two copies showing the Work performed and record survey data.

G. Damage Survey: Submit one (1) copy of key-plans, photographs, and DVD.

H. Site and Building Inspection Survey: Submit one (1) copy of DVD, showing internal inspection of site utility piping, building main supply, return and waste lines, and building main and branch ductwork.

1.4 QUALITY ASSURANCE

A. Land Surveyor or Civil Engineer Qualifications: A professional land surveyor or civil engineer who is registered in the State of California to perform survey work and who is experienced in providing land-surveying services of the kind indicated.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
SECTION 01700
EXECUTION REQUIREMENTS

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

3. Coordinate with, and obtain required approvals from authorities having jurisdiction.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to College that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with, and obtain required approvals from authorities having jurisdiction.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by College faculty, staff, students or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Construction Administrator not less than 14 days in advance of proposed utility interruptions.

2. Do not proceed with utility interruptions without Construction Manager’s written permission.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.


3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Construction Administrator and Architect promptly.

B. General: Engage a land surveyor or civil engineer to lay out the Work using accepted surveying practices.

1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.

2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.

3. Inform installers of lines and levels to which they must comply.

4. Check the location, level and plumb, of every major element as the Work progresses.

5. Notify Construction Administrator and Architect when deviations from required lines and levels exceed allowable tolerances.

6. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Construction Manager and Architect.

3.4 FIELD ENGINEERING

A. Identification: College will identify existing benchmarks, control points, and property corners.
B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Construction Manager or Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Construction Manager or Architect before proceeding.

2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.

C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points.

1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.

3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

E. Final Property Survey: Prepare a final topographic property survey showing significant features (real property) for Project. Include on the survey a certification, signed by land surveyor or civil engineer, that principal building and site elements of Project are accurately positioned as shown on the survey. As a minimum, include the following information:

1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.

2. Finish floor elevations of all buildings at each doorway and entryway to the building.

3. Elevations of exterior walkways, curbs, curb and gutter combinations, gutter pavement, and ungraded area elevations, all at sufficient intervals to confirm drainage and slopes.

4. Invert elevations of all pipes in manholes and catch basins, and elevations of tops of manhole covers and catch basin grates (or gutter flow lines of side inlet basins).
5. Horizontal location, by measured dimension, of significant structures and site improvements, including buildings, curbs, gutters, drainage structures, and driveways.

6. Include on the survey a certification, signed by the surveyor, that principal metes, bounds, lines, and levels of the Project are accurately positioned as shown on the survey.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

   1. Make vertical work plumb and make horizontal work level.

   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

   3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

   4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.

B. Comply with manufacturer’s written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Final Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

   2. Allow for building movement, including thermal expansion and contraction.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.


2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean the entire work area, as appropriate.

3. Once finishes are installed in an area, continue vacuuming that area on a regular basis until College has accepted the area and is ready for occupancy.

4. Schedule cleaning operations so that dust and other contaminants resulting from cleaning operations will not settle on wet paint, or other coatings or finishes during their cure period.

5. Comply with manufacturer's instructions for cleaning the surfaces and parts of finishes and equipment. Use only those cleaning materials and procedures recommended by the manufacturer of the item to be cleaned.

6. Provide cleaning during construction as necessary to ensure operations can proceed on schedule and that finish materials can be installed properly and viewed for determination of aesthetic characteristics.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Final Completion.
G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Final Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.7 STARTING AND ADJUSTING

A. Coordinate schedule for start-up of various equipment and systems.

B. Notify the College’s Representative and the Engineer of Record seven (7) working days prior to start-up of each item.

C. Verify that each piece of equipment or system has been checked for proper installation, control sequence, or other conditions which may cause damage.

D. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.

E. Verify wiring and support components for equipment are complete and tested.

F. Execute start-up under supervision of responsible manufacturer’s representative in accordance with manufacturer’s’ instructions.

G. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

H. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

I. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

J. Manufacturer’s Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section “Quality Requirements.”
3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Final Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Division 7 Section " Stops and Smoke Seals" for patching fire-rated construction.
2. Divisions 2 through 16 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
   a. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 15 and 16 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

1.3 DEFINITIONS

A. Cutting: In addition to requirements of the Contract General Conditions, includes removal of existing construction necessary to permit installation or performance of other Work as required to accomplish the following:

   1. Make several parts fit properly.
   2. Uncover work to provide for installation of ill-timed work.
   3. Remove and replace defective work.
   4. Remove samples of installed work as specified or requested by the Architect for testing.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
2. Changes to Existing Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out of service. Indicate how long service will be disrupted.

6. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

A. Structural Elements:
   1. Obtain approval of the cutting and patching proposal before cutting and patching structural elements including, but not limited to, the following:
      a. Foundation construction.
      b. Structural concrete.
      c. Stair systems.
      d. Miscellaneous structural metals.
      e. Equipment supports.
      f. Piping, ductwork, vessels, and equipment.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.
   1. Water, moisture, or vapor barriers.
   2. Membranes and flashings.
   3. Equipment supports.
   4. Piping, ductwork, vessels, and equipment.
   5. Noise- and vibration-control elements and systems.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.
   a. Processed concrete finishes.
   b. Preformed metal panels.
   c. Glass wall system.
   d. HVAC enclosures, cabinets, or covers.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
   3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
   4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
   5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
   6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   3. Concrete: maintain cut edges in a moist condition for twenty four (24) hours prior to the placement of new concrete. In lieu of this ea epoxy adhesive may be provided. Finish placed concrete to match existing unless noted otherwise. Concrete shall have a compressive strength of 3,000 psi where installed to repair and/or match existing improvements, unless noted otherwise.
   4. Metal Fabrications: Items to remain exposed shall have their edges cut and ground smooth and rounded.
5. **Sheet Metal:** Replace removed or damaged sheet metal items as required or new work.

6. **Glass:** Install matching glass and re-seal exterior window assemblies.

7. **Lath and Plaster:** Install new lath materials to match existing and fasten to support per drawings. Provide a 6" lap where new lath adjoins existing lath. Fasten new lath as required for new work. Restore paper backing as required. Apply a bonding agent on cut edges of existing plaster. Apply three coat plaster of the type, thickness, finish, texture, and color to match existing.

8. **Gypsum Wallboard:** Fasten cut edges of wallboard. Install patches with at least two opposite edges centered on supports and secure at spacing specified on drawings. Tape and finish joint and fasteners heads. Patching shall be non-apparent when painted or finished.

9. **Acoustical Ceilings:** Comply with the requirements for new work specified in related sections of the contract documents.

10. **Resilient Flooring:** Completely remove flooring and prep substrate for new material.

11. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

### 3.4 CLEANING

**A.** Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged areas to their original condition.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Contract General Conditions for requirements for Applications for Payment for Final Completion.
2. Division 1 Section "Execution Requirements" for progress cleaning of Project site.
3. Division 1 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
5. Division 1 Section "Demonstration and Training" for requirements for instructing College's personnel.
6. Divisions 2 through 16 Sections for specific closeout and special cleaning requirements for products of those Sections.

1.3 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete. Include in the list a complete listing of items the Contractor determined to be deficient and has already corrected.
2. Advise College of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance and service agreements, final certifications, and similar documents.

4. Obtain and submit releases permitting College unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.

6. Deliver tools, spare parts, extra materials, and similar items to College Representative. Label with manufacturer's name and model number where applicable.

7. College will make the final change-over to permanent locks at a back-charge cost of $6,000 to be assessed by deductive change order.

8. Complete startup testing of systems.


10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

11. Advise College of changeover in heat and other utilities.

12. Submit changeover information related to College's occupancy, use, operation, and maintenance.

13. Adjust and balance all systems and adjust all valves.

14. Check fluid and gas carrying pipe systems, roofs, flashings, gutters, and downspouts for leaks. Repair or replace as necessary.

15. Lubricate all moving parts of machinery and equipment as recommended by the manufacturers of the machinery and equipment.

16. Remove broken and scratched glass and replace with new glass complying with requirements of the Contract Documents.

17. Submit a final Application for Payment according to the General Contract Conditions.

18. Submit certified copy of Architect's final inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.

19. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

20. Submit pest-control final inspection report and warranty.
21. Instruct College's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Construction Manager will process final payment minus retention after receiving certified payment request from Architect and Construction Inspector.

   1. DSA IOR will submit copies of incomplete items (Punch List) using approved form.
   2. Re-inspection: Request re-inspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Notice of Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

   1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf view binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, DSA Application number or other identification as applicable, and name, address and telephone number of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for Completion for entire Project or for a portion of Project:

   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, grease, films, stains, fingerprints and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition. Polish bright surfaces to shine finish.
   f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
   g. Sweep concrete floors broom clean.
   h. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish glass, taking care not to scratch surfaces.
   i. Remove labels that are not permanent.
   j. Touch up and otherwise repair and restore slightly marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration. 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
   k. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
   l. Replace parts subject to unusual operating conditions.
   m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
   n. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
o. Clean ducts, blowers, and coils if units were operated without filters during construction.

p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

q. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on College's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems or streams. Remove waste materials from Project site and dispose of lawfully.
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY
A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.

B. Related Sections include the following:

1. Division 1 Section "Closeout Procedures" for general closeout procedures.
2. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
3. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS
A. Record Drawings: Comply with the following:

1. Number of Copies: Submit copies of Record Drawings as follows:
   a. Submit one set of marked-up Record Prints.

B. Record Specifications: Submit one copy of marked-up Project Specifications, including addenda and contract modifications.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS
A. Record Prints: Maintain one clean, undamaged set of black-line white prints of the Contract Drawings and Shop Drawings.
1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
   
a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   
b. Accurately record information in an understandable drawing technique.
   
c. Record data as soon as possible after obtaining it, but within 24 hours maximum. Record and check the markup before enclosing concealed installations.
   
d. At time of Final Completion, submit record drawings to the Architect for the further processing. Organize into sets and bind and label sets for the Architect's use.
   
2. Content: Types of items requiring marking include, but are not limited to, the following:
   
a. Dimensional changes to Drawings.
   
b. Revisions to details shown on Drawings.
   
c. Depths of foundations below first floor. Indicate foundation elevations relative to first floor elevation.
   
d. Horizontal locations and vertical depths of underground utilities and appurtenances, including both site utilities and those under buildings and structures, referenced to permanent surface improvements.
   
e. Horizontal and vertical locations of internal utilities and appurtenances concealed in construction, referenced to visible, accessible, permanent features of the buildings or structures.
   
f. Revisions to routing of piping and conduits.
   
g. Revisions to electrical circuitry.
   
h. Actual equipment locations.
   
i. Duct size and routing.
   
j. Horizontal and vertical locations of concealed internal utilities and appurtenances referenced to visible, accessible, permanent features of the buildings or structures in which they are concealed.
   
k. Changes made by Change Order or Construction Change Directive.
   
l. Changes made following Architect's written orders and pertinent graphic and written responses to requests for information (RFI).
   
m. Details not on the original Contract Drawings.
   
n. Field records for variable and concealed conditions.
   
o. Record information on the Work that is shown only schematically.
   
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
   
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
   
5. Mark important additional information that was either shown schematically or omitted from original Drawings. Mark new information that is important to the College but was not shown on Contract Drawings or Shop Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, request for information (RFI) numbers, and similar identification, where applicable.

7. Identify and date each drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each drawing.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual products installed, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.

2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.

4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.

5. Note related Change Orders where applicable.

6. Use pen and black ink so marks will reproduce clearly.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or
file miscellaneous records and identify each, ready for continued use and reference. Submit to the Architect for the Trustee's records.

1. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

   a. Field records on excavations and foundations.
   b. Field records on underground construction and similar work.
   c. Survey showing locations and elevations of underground lines.
   d. Invert elevations of drainage piping.
   e. Surveys establishing building lines and levels.
   f. Authorized measurements utilizing unit prices or allowances.
   g. Records of plant treatment.
   h. Ambient and substrate condition tests.
   i. Certifications received in lieu of labels on bulk products.
   j. Batch mixing and bulk delivery records.
   k. Testing and qualification of tradesmen.
   l. Documented qualification of installation firms.
   m. Load and performance testing.
   n. Inspections and certifications by governing authorities.
      1) Blue or black line prints and other documents used to obtain permits from authorities having jurisdiction. Submit all prints and documents bearing official approval stamp of authorities having jurisdiction.
      2) Originals of all permits issued for the Work by authorities having jurisdiction.
      3) Originals of inspection cards completed by authorities having jurisdiction.
   o. Leakage and water-penetration tests.
   q. Final inspection and correction procedures.
   r. Field test reports.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur, but within 24 hours maximum; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order legible condition, and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

1. Maintain 1 set of all record documents at the Project site for the entire duration of construction.
2. Clearly label each document or item "PROJECT RECORD DRAWING," "PROJECT RECORD SAMPLE," "PROJECT RECORD SPECIFICATIONS," or similar as appropriate and applicable.

C. Do not conceal Work requiring verification for record documents until such information has been verified and recorded.

D. Certification: Within the title block or immediately adjacent, on each drawing sheet of the original mark-up record drawings and the front covers of record specifications, include the following statement signed by the Contractor:

"I certify to the best of my knowledge, information and belief that the information recorded on this drawing/specification is a complete and accurate record of the final Work of this Contract."

___________________________        ___________________
Name (printed)        Title
___________________________        ___________________
Signature        Date

END OF SECTION
PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of products, materials, and finishes, and systems and equipment.
5. Instruction of the College's operating personnel in the operation and maintenance of building systems and equipment, including video tape records of instruction sessions.

B. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.
2. Division 1 Section "Closeout Procedures" for submitting operation and maintenance manuals.
3. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
4. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Submit three (3) copies of each manual in final form at least fifteen (15) days before final inspection. College will receive two (2) copies. Architect will return one (1) copy with comments after final inspection.
1. Correct or modify each manual to comply with Architect's comments. Submit six (6) copies of each corrected manual within fifteen (15) days of receipt of Architect's comments.

2. Corrected manuals shall be submitted fifteen (15) days before start of training of College personnel.

B. After final inspection submit video tapes of operation and maintenance instruction sessions.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:
   1. List of documents.
   2. List of systems.
   3. List of equipment.
   4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system, arranged in sections matching the name, number, and organization of the Project Specification Sections. Each manual shall contain the following materials, in the order listed:
   1. Title page.
   2. Table of contents.
B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project, if off campus.
3. Name and address of College.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered view, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.

   b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, College Representative's contract number or other identification as applicable, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents and associated Specification Section number. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual. Reference the corresponding video tape where applicable.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.


5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.
6. Video Tape:
   a. Where 2 or more video tapes are necessary to accommodate data, correlate data in each video tape into related groupings according to the Project Manual table of contents. Cross-reference other video tapes where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
   b. Identify each video tape jacket on front and spine, and on the long edge of each video tape cassette, with the printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, DSA A# or other identifying information as applicable, and subject matter covered. Indicate volume number for multiple volume sets of video tapes.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:
   1. Type of emergency.
   2. Emergency instructions.
   3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
   1. Fire.
   2. Flood.
   5. Power failure.
   7. System, subsystem, or equipment failure.
   8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of College's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:
   1. Instructions on stopping.
   2. Shutdown instructions for each type of emergency.
   3. Operating instructions for conditions outside normal operating limits.
   4. Required sequences for electric or electronic systems.
   5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
   1. System, subsystem, and equipment descriptions.
   2. Performance and design criteria if Contractor is delegated design responsibility.
   3. Operating standards.
   4. Operating procedures.
   5. Operating logs.
   6. Wiring diagrams.
7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:
1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component and other nameplate data.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
5. Reordering information for specially manufactured products.
D. **Maintenance Procedures:** Include manufacturer’s written recommendations and the following:
   1. Inspection procedures.
   2. Types of cleaning agents to be used and methods of cleaning.
   3. List of cleaning agents and methods of cleaning detrimental to product.
   4. Schedule for routine cleaning and maintenance.
   5. Repair instructions.

E. **Repair Materials and Sources:** Include lists of materials and local sources of materials and related services.

F. **Warranties and Bonds:** Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

### 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. **Content:** For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. **Source Information:** List each system, subsystem, and piece of equipment included in the manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
   1. At the front of each section in the manual, provide a tabbed divider page indicating the following:
      a. Name, address, and telephone number of local firm capable of providing factory-authorized repair and maintenance for each piece of equipment.
      b. Names, addresses, and telephone numbers of subcontractors and suppliers related to each material, system, and piece of equipment.

C. **Manufacturers' Maintenance Documentation:** Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
   1. Standard printed maintenance instructions and bulletins.
   2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
   3. Identification and nomenclature of parts and components.
   4. List of items recommended to be stocked as spare parts.

D. **Maintenance Procedures:** Include the following information and items that detail essential maintenance procedures:
   1. Test and inspection instructions.
   2. Troubleshooting guide.
   3. Precautions against improper maintenance.
   4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
   5. Aligning, adjusting, and checking instructions.
   6. Demonstration and training videotape, if available.
E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
   1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
   2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
   1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by College's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
   1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
   2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by College's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

G. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This section specifies procedures and requirements for reconstruction of damaged existing improvements, including but not limited to:

1. Damaged existing utility lines including gas, water, sewer, electrical, telephone, low voltage electrical, cable TV, security, fire alarm and communications.

2. Damaged asphalt, concrete, paving.

3. Damaged concrete and masonry sidewalks, stairs, curbs, gutters, walls, planters, footings, vaults, driveways and slabs.

4. Damaged landscape, including all planting, tress, shrubs, lawn and groundcover.

5. Damaged irrigation system, including pipes, valves, sprinkler heads, controllers, control wires, control wire conduit, and sleeves.

6. Re-grading and compaction of all site areas back to existing elevations.

B. Refer to other Sections of the Specifications for specific requirements applicable to Existing Facility Reconstruction for Alteration or Modernization projects.

C. Requirements of this Section apply to Sections in Divisions 2 through 16.

1.2 RELATED SECTIONS

A. Section 01100 – Summary of Work

B. Section 01731 – Cutting and Patching

1.3 RECONSTRUCTION OF EXISTING FACILITIES

A. Alteration/Modernization projects require that the Contractor may need to damage, demolish, cut, or later existing facilities. The contractor is required to reconstruct the existing facilities.

B. Alteration/Modernization projects may result in Construction Equipment and Construction Vehicle damage to existing facilities. The Contractor is required to reconstruct the Vehicle and Equipment damage to existing facilities.

C. The Drawings and specifications are not intended to show in detail all existing utilities and existing facilities nor locate for the Contractor where existing utilities and facilities will require reconstruction. It is the responsibility of the Contractor to include in the Contract Price Allowances for the reconstruction of existing facilities. Reconstruction of existing facilities is part of the contract and is not considered additional work.
1.4 QUALITY ASSURANCE

A. Matching existing Construction: On Alteration/Modernization projects new materials are to match existing.

B. Determine type and quality of existing materials by inspection and testing. Existing facility materials shall be used as a standard of quality for reconstruction unless noted or specified otherwise.

PART 2 - PRODUCTS

A. Use reconstruction materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

B. Where extensive damage is present to existing facilities and new materials cannot be obtained to match existing, replace item entirely with new materials approved in advance by College and Architect.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that all demolition and damage to existing facilities has been completed and areas are ready for reconstruction.

B. College, IOR, and Architect shall inspect reconstruction areas for extent of work required to be restored. Cracked or broken edges of concrete are not acceptable. Concrete and asphalt shall have unbroken edges with smooth saw cuts. Concrete sidewalk reconstruction shall begin at the nearest control or expansion joint. Small narrow broken or saw cut patches are not allowed.

3.2 PREPARATION

A. Clean areas where reconstruction will take place. Provide for smooth transition to existing improvements.

B. Remove debris and abandoned items from areas of reconstruction daily.

3.3 INSTALLATION

A. Coordinate work of all trades involved to expedite completion and to accommodate reconstruction of all damaged areas.

B. Protect existing improvements from further damage until project completion.

END OF SECTION