



TETER
ARCHITECTS ENGINEERS CONNECTED

Project Manual

Contractual & Legal Requirements,
Technical Specifications

for

West Hills Community College District
275 Phelps Ave. / Coalinga, CA / 93210

WHCCD Lemoore Campus– Paving Repair

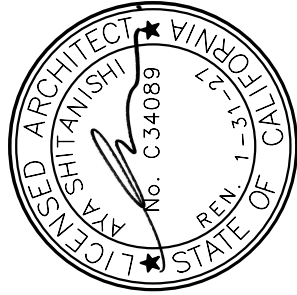
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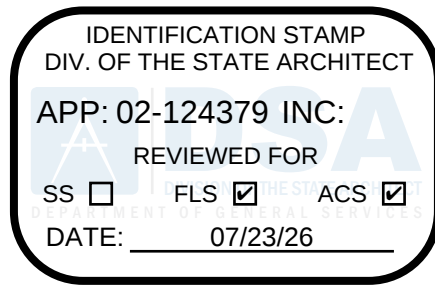
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Client Proj. No.:

SECTION 000107
SEALS PAGE



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**WEST HILLS COMMUNITY COLLEGE DISTRICT
BID AND CONTRACT DOCUMENTS**

**WHCCD LEMOORE CAMPUS PAVING REPAIR
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DSA – FORM 103 STATEMENT OF STRUCTURAL TESTS & INSPECTIONS

**NOTICE TO CONTRACTORS CALLING FOR BIDS
(CUPCCAA FORMAL BIDDING PROCEDURES; PUBLIC CONTRACT CODE §22037)**

DISTRICT	WEST HILLS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	WHCCD LEMOORE CAMPUS PAVING REPAIR
PRE-BID MEETING AND JOB WALK	Non-Mandatory Date: Thursday, August 20, 2026 Time: 10:00 AM Location: 555 College Avenue, Lemoore CA 93245 Flagpole outside Building 100
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	Thursday, September 3, 2026 2:00 PM
LOCATION FOR SUBMISSION OF BID PROPOSALS	Paper/Hard Copy Submittal: West Hills Community College District District Office Lobby 275 Phelps Avenue Coalinga, California 93210
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	District Purchasing website: https://westhillscollge.com/district/departments/business-services/purchasing/

NOTICE IS HEREBY GIVEN that the above-named California Community College District, through its Board of Trustees ("the District") will accept Bid Proposals for the Contract for **WHCCD LEMOORE CAMPUS PAVING REPAIR** ("the Work").

1. Submittal of Bid Proposals. All Bid Proposals shall be submitted to the District in sealed envelopes at or before the latest date/time for submitting Bid Proposals. Bid Proposals be submitted on forms issued by the District and must conform with, and be responsive to, the Bid and Contract Documents.
2. Bid and Contract Documents. The Bid and Contract Documents are available online at <https://westhillscollge.com/district/departments/business-services/purchasing/>. Addenda will be posted on this webpage; there will be no other distribution of addenda. Bidders are solely responsible for periodic checks of this webpage to obtain Addenda.
3. The Project and the Project Scope. Removal and replacement of damaged drive concrete paving and associated subgrade preparation.
4. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (i) the required Bid Security; (ii) Subcontractors List; (iii) Non-Collusion Affidavit; (iv) Statement of Bidder's Qualifications; and (v) Verification of Contractor and Subcontractor DIR Registration.
5. Prevailing Wage Rates. The Contractor and all Subcontractors shall pay not less than the applicable prevailing wage rate for the classification(s) of labor provided by their respective workers; prevailing wage rates are available for review at http://www.dir.ca.gov/dlsr/statistics_research.html. During the Work, the Department of Industrial Relations ("DIR") will monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.
6. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal

is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor(s) on the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). If any listed Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

7. Contractors' License Classification. The District requires that Bidders possess the following classification(s) of California Contractors License A - General Engineering Contractor. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.
8. Contract Time. The date(s) for completion of portions of the Work, if applicable, and for achieving Substantial Completion of the Work shall be achieved as set forth in the Agreement. Failure to complete designated portions of the Work within the time(s) established in the Agreement and/or failure to achieve Substantial Completion of the Work within the Contract Time established in the Agreement shall subject the Contractor to assessment of Liquidated Damages as set forth in the Special Conditions.
9. 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). If the required Bid Security is not submitted with the Bidder's Bid Proposal, the Bid Proposal may be considered non-responsive and may be rejected by the District.
 - 9.1. Electronic Submittal of Bid Proposals. If a Bid Proposal is submitted electronically, the bid security shall be submitted as set forth in Paragraphs 9.1.1.
 - 9.1.1. Cash, Cashiers/Certified Check. If Bid Security is in the form of cash or cashiers/certified check, the cash proceeds or cashiers/certified check must be submitted in a sealed envelope with the exterior prominently marked with the Bidder's name, Project Name and Bid Number to the District's Facilities Services Department before the latest date/time for submitting Bid Proposals. Bid Security received thereafter may result in rejection of the Bidder's Bid Proposal for non-responsiveness. The Facilities Services Department address is:
 West Hills Community College District
 Facilities and Procurement
 275 Phelps Avenue
 Coalinga, California 93210
 - 9.2. Paper/Hard Copy Submittal of Bid Proposal. Bid Security, in any form, shall be submitted concurrently with submittal of the Bid Proposal.
10. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.
11. Job-Walk. The District will conduct a Non-Mandatory Job Walk on Thursday, August 20, 2026 beginning at 10:00 AM Bidders are to meet at the flagpole outside the Administration Building 100 at 555 College Avenue, Lemoore CA 93245 for the Job Walk. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.

12. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests no later than 12:00 PM on August 25, 2026 before the latest date for submittal of Bid Proposals. Pre-bid inquiries or clarification requests shall be submitted to: Teter Architects Attn: Russell Bybee at russell.bybee@teterae.com.
13. Copies of Agreement and Bonds. The number of required executed copies of the Agreement are TWO (2) The number of required executed copies of the Performance Bond and the Labor & Materials Payment are ONE (1).
14. Award of Contract; Waiver of Irregularities. The Contract, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the above. 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.

Advertisement publication dates:

Sunday, August 09, 2026 & Sunday, August 16, 2026 (Newspaper advertisement)

Monday, August 10, 2026 (Trade journals notice)

[END OF SECTION]

INSTRUCTIONS FOR BIDDERS

1. Bid Proposal. 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.
 - 1.1. Completion of Bid Proposal. Where required, numbers shall be stated by words and figures; words; conflicts between numbers stated in words and in figures are governed by the words. Bid Proposals may be non-responsive and may be rejected if: (i) partially completed; (ii) submitted on forms other than those required by the District; (iii) erasures, interlineations or other corrections are not suitably authenticated by the initials of the person(s) signing the Bid Proposal adjacent to such erasure, interlineations or correction; or (iv) a Bid Proposal, or portions thereof, is/are determined by the District to be illegible, ambiguous or inconsistent.
 - 1.2. 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.
 - 1.3. Withdrawal; Modification. No oral modification or withdrawal of a submitted Bid Proposal will be considered; a written request to modify or withdraw a submitted Bid Proposal will be considered only if the written request is received by the District before the public opening of Bid Proposals.
2. 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 will not be waived by the District or its Board of Trustees.
3. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Qualifications, which is included within the Contract Documents. All information required by Statement of Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury may render the Bid Proposal non-responsive and rejected. The Bid Proposal of a Bidder whose response to any question in the Essential Requirements section of the Statement of Qualifications resulted in a "Not Qualified" status may be rejected for non-responsiveness. If the District determines that any information provided by a Bidder in the Statement of 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.
4. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash; (ii) certified or cashier's check payable to the District; or (iii) a Bid Bond, in the form and content incorporated into the Contract Documents (the "Bid Security") in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal. Bid Bonds must conform to the following: (i) the Bid Bond is in the form and content included herein; and (ii) the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120; (iii) authorized employees or representatives of the Bidder and Surety execute the Bid Bond and their signatures are duly notarized; (iv) the Surety's representative's authority to bind the Surety is attached to the Bid Bond and duly attested to by the Surety; and (v) all other information required by the form of the Bid Bond is completely and accurately provided.
5. Job-Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. Attendance by representatives of the Bidder's Subcontractors at a Mandatory Job Walk without attendance by a representative of the Bidder is not sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. Notwithstanding the non-compulsory attendance of Bidders at a Non-Mandatory Job Walk, all Bidders are encouraged to attend Non-Mandatory Job Walks.

6. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. The submission of a Bid Proposal is prima facie evidence of the Bidder's full compliance with the foregoing requirements.
7. Pre-Bid Questions; Contract Document Interpretation and Modifications. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions shall submit a request for an clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, the District. A copy of any such addendum will be mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. 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.
8. Interpretation of Drawings, Specifications or Contract Documents. Interpretations, modifications or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. 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.
9. Bidder's Assumptions. The District is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system incorporated into or forming a part of the Work which have not been previously expressly approved and accepted by the District. The successful Bidder, upon award of the Contract by the District, if any, will be required to complete the Work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.
10. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or portion(s) thereof by the issuance of written addenda. Failure of a Bidder to acknowledge addenda in its Bid Proposal may render the Bid Proposal non-responsive and rejected. **Addenda, if issued, will be available on the District's Purchasing Website: <https://westhillscollge.com/district/departments/business-services/purchasing/>.**
11. 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, interlineations or correction the initials of the person(s) signing the Bid Proposal. If a Bid Proposal, or portions thereof, are determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
12. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. 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. Failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal may render the Bid Proposal non-responsive.
13. Designation of Subcontractors; Subcontractors List. In accordance with Public Contract Code §4104, the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.), each Bidder shall submit, on the form of Subcontractors List included with the Contract

Documents, a list of its proposed Subcontractors for the proposed Work, including any Alternate Bid Items, who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work. The Subcontractors List consists of five (5) columns, each of which requires the Bidder's disclosure of information relating to each listed Subcontractor. All columns of the Subcontractors List must be completed by the Bidder for each Subcontractor identified by the Bidder in its Subcontractors List submitted concurrently with the Bidder's Bid Proposal. Failure of a Bidder to comply with the foregoing may render the Bidder's Bid Proposal non-responsive and rejected.

13.1. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that 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 which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

13.2. Subcontractor Bonds. Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

14. Award of Contract. 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. Award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.

15. Alternate Bid Items.

15.1. Selection. Selection of Alternate Bid Items for determining the lowest priced Bid Proposal shall be as set forth in the Call for Bids. The Bid Proposal of a Bidder will be rejected for non-responsiveness if the Bidder fails to submit the completed/executed Alternate Bid Items Proposal concurrently with the Bid Proposal.

15.2. Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by the successful Bidder in its Alternate Bid Items Proposal.

16. Responsive/Responsible Bids.

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

16.2. Hearing re Rejected Bid. If a Bidder's bid is rejected by the District for responsiveness, but the Bidder contends that the basis of rejection is for responsibility, not responsiveness, the Bidder may request a responsibility hearing on that rejection: (i) if the District issues a notice of intent to award a contract to a Bidder whose bid is higher than the bid that was rejected; and (ii)

the Bidder strictly complies with the following provisions relating to time limitations for requesting a responsibility hearing. To be considered by the District, such a request for a responsibility hearing must be in writing and submitted to the District's Chief Business Officer and must be actually received by the District's Chief Business Officer by the earlier of: (i) 5:00 PM one (1) business day after the District's notice to the Bidder of the District's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of the District's notice of intent to award a contract. If a Bidder does not request a responsibility hearing in strict conformity with the foregoing, such Bidder shall be deemed to have knowingly and voluntarily waive rights to a hearing. The District will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If a Bidder timely requests a hearing pursuant to the foregoing, the District will notify such Bidder in writing by 5:00 PM two (2) business days after the date of the Bidder's request for hearing is submitted of the District grant or denial of such a hearing. If the District grants a hearing, the District will schedule the hearing for a date not less than three (3) business days after the date of such notice to the Bidder requesting a hearing. If the District holds such a hearing, any Bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents.

16.3. Responsible Bidder.

16.3.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to complete the Work within the time established for completion of the Work, or portions thereof; and (iii) Bidder's ability to complete warranty obligations.

16.3.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.

16.3.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.

16.3.4. Bidder Prior Performance. The Bidder's prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (iv) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.

16.3.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

17. Notice of Intent to Award Contract. 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.

18. Agreement and Bonds Upon Award of Contract. If the Bidder submitting a Bid Proposal is awarded the Contract, the Bidder will execute and deliver to the District the Contract in the form attached hereto within five (5) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) the Performance Bond; (ii) the Labor and Material Payment Bond; (iii) the Certificate of Workers' Compensation Insurance; and (iv) the Drug-Free Workplace Certificate.. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.

19. 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 Certificate of Workers Compensation Insurance incorporated into the Contract Documents.

20. Drug Free Workplace Certificate. The successful Bidder will be required to execute a Drug Free Workplace Certificate pursuant to California Government Code §§8350 et seq., concurrently with execution of the Agreement.

21. Bid Security Return. The Bid Security of the Bidders submitting the three (3) lowest priced responsive Bid Proposals will be held by the District for ten (10) days after the period for which Bid Proposals must be held open, as set forth within 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 of such other Bidders will be returned to them.

22. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar 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 priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

23. Non-Discriminatory Employment Practices. 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, marital status or other legally protected classification. All Bidders agree to comply with the District's non-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.

24. Sexual Harassment. It is the policy of the District to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with the District's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, et seq. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

25. Public Records. Bid Proposals and other documents responding to the Call for Bids become

the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) confidential or proprietary. 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. When 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 pursuant to the California Access to Public Records Act, California Government Code §§6250, et seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

26. Bid Protest.

- 26.1. Submittal of 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 all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice Chancellor of Business and Fiscal Services ("Vice Chancellor") not more than five (5) calendar days after the date of issuance of the District's Notice of Intent to Award the Contract; and (iii) 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.
- 26.2. District Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the Vice Chancellor or such individual(s) as may be designated by him/her ("Designee") will review and evaluate the basis of the bid protest. The Vice Chancellor or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest ("Bid Protest Response"). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the Vice Chancellor or the Designee is an express condition 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. If 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. Each Bidder shall acknowledge in the Bid Proposal that the foregoing is a binding attorneys' fee agreement pursuant to Civil Code §1717 and shall be enforceable against the Bidder and the District.

[END OF SECTION]

BID TIME PROJECT SCHEDULE

The Bid Time Construction Schedule is set forth in attachments to the Special Conditions.

BID PROPOSAL**PROJECT: WHCCD LEMOORE CAMPUS PAVING REPAIR ("the Work")**

Bidder Name		
Bidder Representative(s)	Name and Title	
	Name and Title	
Bidder Representative(s) Contact Information	Email	Phone/Fax
		() Telephone
		() Fax
Bidder Mailing Address	Address	
	City/State/Zip Code	
California Contractors' License	Number	
	Classification and Expiration Date	

1. **Base Bid Price.** The undersigned Bidder, having become familiarized with the Contract Documents and the local conditions affecting the performance or cost of to perform the Work, the Bidder proposes and agrees to perform the Work of the Contract Documents including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents for the sum of: _____ Dollars (\$_____).
2. **Alternate Bid Items.** The Bidder's proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal, Attachment B. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal, Attachment B, will result in the Bid Proposal being deemed non-responsive and rejected.
3. **Addenda.** The Bidder confirms that: (i) it has received and reviewed all Addenda issued by the District, if any, as set forth below; and (ii) that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in all Addenda, if any, issued by or on behalf of the District. ***Failure of the Bidder to acknowledge all Addenda may result in rejection of the Bid Proposal for non-responsiveness.***

ADDENDUM NO.	ADDENDUM ISSUE DATE

4. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following:

- Bid Proposal
- Subcontractors List
- Non-Collusion Affidavit
- Bid Security in the form of (check one of the following):
 - ☐ Cash, Cashier's Check or Certified Check submitted with the Bid Proposal.
 - ☐ Paper hard copy Bid Bond submitted with the Bid Proposal.

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.

5. Award of Contract. Within five (5) days after notification of award of the Contract, the Bidder awarded the Contract shall execute and deliver to the District the Contract in the form attached hereto along with: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) the Performance Bond; (iii) the Labor and Material Payment Bond; (iv) the Certificate of Workers' Compensation Insurance; and (v) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's recession of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.
6. Contractors' License. The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.
7. Agreement to Bidding Requirements and Attorneys' fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal 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. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
8. 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. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District 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.

9.

Dated: _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

**ALTERNATE BID ITEMS PROPOSAL
BID PROPOSAL ATTACHMENT A**

Project WHCCD LEMOORE CAMPUS PAVING REPAIR

Bidder Name: _____

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow.

Alternate Bid Item No. 1. [DESCRIPTION]

Check one of the following and indicate the additive or deductive proposed price for the foregoing Alternate Bid Item.

- ☐ Add _____ Dollars (\$_____) Bid Proposal Price.
- ☐ Deduct _____ Dollars (\$_____) from Bid Proposal Price.

Alternate Bid Item No. 2. [DESCRIPTION]

Check one of the following and indicate the additive or deductive proposed price for the foregoing Alternate Bid Item.

- ☐ Add _____ Dollars (\$_____) to Bid Bid Proposal Price.
- ☐ Deduct _____ Dollars (\$_____) from Bid Proposal Price.

Alternate Bid Item No. 3. [DESCRIPTION]

Check one of the following and indicate the additive or deductive proposed price for the foregoing Alternate Bid Item.

- ☐ Add _____ Dollars (\$_____) to Bid Proposal Price.
- ☐ Deduct _____ Dollars (\$_____) from Bid Proposal Price.

Dated _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

PRE-BID INQUIRY FORM

Project:
Submittal Date

WHCCD LEMOORE CAMPUS PAVING REPAIR

Bidder inquiries will be responded to only if: (i) submitted on this Pre-Bid Inquiry Form; (ii) this completed Pre-Bid Inquiry Form is submitted prior to the latest date/time for submittal of pre-bid inquiries as set forth in the Call for Bids; and (ii) this completed Pre-Bid Inquiry Form is submitted to the person or entity noted in the Call for Bids.

Item No.	Item Description	Drawing Sheet No. & Detail No. Reference	Specifications Section and Paragraph No. Reference

Submitted By:

 (Bidder Name)

 (Signature of Bidder's Authorized Employee, Officer or Representative)

Bidder Contact Information:

 (Bidder Contact Name)

 (Phone and Fax)

 (Email Address)

SUBCONTRACTORS LIST

Project ("the Work")	WHCCD LEMOORE CAMPUS PAVING REPAIR
Bidder Name	_____
Bidder's Representative Signature	_____ (Signature) _____ (Typed or Printed Name)

Subcontractor Licensed Name	Address of Office, Mill or Shop	Trade or Portion of Work	Contractors' License No.	DIR Registration No.

[DUPLICATE THIS FORM FOR ADDITIONAL SUBCONTRACTORS]

**VERIFICATION OF CONTRACTOR AND
SUBCONTRACTORS' DIR REGISTRATION**

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as **WHCCD LEMOORE CAMPUS
PAVING REPAIR.**

1. The Bidder is submitting a Bid Proposal for **WHCCD LEMOORE CAMPUS PAVING REPAIR.**
2. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").
3. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is _____, 20____.
4. If the expiration date of the Bidder's DIR Registration will occur prior to expiration of the Contract Time for the Work and the Bidder is awarded the Contract for the Work, prior to the Bidder's DIR Registration expiration, 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.
5. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
6. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List is a DIR registered contractor.
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)

STATEMENT OF QUALIFICATIONS

PROJECT: WHCCD LEMOORE CAMPUS PAVING REPAIR

1. Bidder Information.

1.1. Contact Information

Mailing Address	Bidder Name Street Address City, State, Zip Code
Physical Location (if different from mailing address)	Street Address City, State, Zip Code
Telephone/Fax	(____) _____ Telephone (____) _____ Fax

1.2. Bidder Contacts.

Name	
Contact Information	Telephone: (____) _____ Fax (____) _____ Email _____

1.3. California Contractors' License.

License Number(s)	
License Classification(s)	
Responsible Managing Employee; Responsible Managing Officer	
Expiration Date(s)	

1.4. Bidder Form of Entity.

- | | |
|--|--|
| ☐ Corporation
☐ General Partnership
☐ Limited Partnership
☐ Limited Liability Company | ☐ Limited Liability Partnership
☐ Joint Venture
☐ Sole Proprietorship |
|--|--|

- 1.5. Revenue. Complete the following for the Bidder's construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Bidder must identify the portion of revenue attributed to construction operations and generally describe business activities of the Bidder that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Annual Net Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
Choose an item.				
Choose an item.				
Choose an item.				

2. References.

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
Owners (K-12 school districts or community colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name
Architects (K-12 or Community College Projects)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name

[CONTINUED NEXT PAGE]

[CONTINUED NEXT PAGE]

4. Essential Requirements. A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

4.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids.

_____ Yes _____ No (Not Qualified)

4.2. Bidder is currently a DIR Registered Contractor?

_____ Yes _____ No (Not Qualified)

4.3. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

_____ Yes _____ No (Not Qualified)

4.4. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.

_____ Yes _____ No (Not Qualified)

_____ Bidder is exempt from this requirement, because it has no employees

4.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.

_____ Yes (Not Qualified) _____ No

4.6. A public agency, within the past five (5) years, has conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract.

_____ Yes (Not Qualified) _____ No

4.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?

_____ Yes (Not Qualified) _____ No

4.8. During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.

_____ Yes (Not Qualified) _____ No

4.9. The Bidder’s Worker’s Compensation Insurance average EMR over the past five (5) years is more than 1.25.

_____ Yes (Not Qualified) _____ No

Each Bidder must complete the following; failure to complete the following may result in rejection of the Bidder’s Bid Proposal for non-responsiveness.

Current EMR	
Prior 12 Months EMR	
EMR Prior Months 13-24	
EMR Prior Months 25-36	
EMR Prior Months 37-48	
EMR Prior Months 49-60	

4.10. The Bidder (or the Bidder’s predecessor-in-interest) has been subject one (1) or more CAL OSHA serious and willful violations (Labor Code §6300 et seq.) in the past five (5) years.

_____ Yes (Not Qualified) _____ No

4.11. The Bidder has established a written Injury and Illness Prevention Program (IIPP) which

conforms to IIPP requirements established in California Code of Regulations, Title 8, §3203.

 Yes

_____ No (Not Qualified)

5. Performance/Experience. Bidders must complete the following. If the response to any of the following require an explanation, the failure of a Bidder to provide the required explanation may result in rejection of the Bidder's Bid Proposal for non-responsiveness.

5.1. Within the past two (2) years has your organization performed work on public works projects where the value of your work was at least \$ _____?

 Yes

 No

5.2. Has a complaint been filed against your organization's California Contractors' License with the California Contractors' State License Board within the past ten (10) years?

Yes

No

If “Yes” on a separate attachment, provide details of each complaint, including: (i) name of complainant; (ii) date complaint filed with CSLB; and (iii) CSLB disposition of the complaint.

5.3. Has your organization ever asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes

No

If "Yes" on a separate attachment, provide details of each such instance, including (i) name(s) of the parties to each such contract; and (ii) date of contract award and date of your refusal to sign or request to be relieved from such contract.

5.4. Has your organization ever failed to complete a construction contract?

Yes

No

If “Yes” on a separate attachment, provide details of each such instance, including the (i) description of project; and (ii) project owner name and project owner contact person information.

5.5. Has your organization ever been declared in default of a construction contract?

Yes

No

If "Yes" on a separate attachment, provide details of each such instance, including the (i) description of project; and (ii) project owner name and project owner contact person information.

5.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes

No

If "Yes" on a separate attachment, provide details of each such instance, including the (i) description of project; (ii) project owner name and project owner contact person information; and (iii) Liquidated Damages or other damages assessed against your organization for delayed project completion.

5.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?

Yes

No

If "Yes" on a separate attachment, provide details of each such instance, including the (i) description of project; (ii) project owner name and project owner contact person information; and (iii) amount of Liquidated Damages assessment.

5.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes

No

If “Yes” on a separate attachment, provide details of each such instance, including the

(i) description of project; and (ii) project owner name and project owner contact person information.

- 5.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

_____ Yes _____ No

If "Yes" on a separate attachment, provide details of each such instance, including the (i) description of project; (ii) project owner name and project owner contact person information; and (iii) penalty, fine or other assessment imposed as a result of violation of federal, state or local law, rule or regulation regarding a construction contract.

- 5.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

_____ Yes _____ No

If "Yes" on a separate attachment, provide: (i) number of times that an insurer has refused to renew a policy of insurance for your organization; (ii) specific identification of each policy of insurance and insurer who has refused to renew a policy of insurance for you're your organization.

- 5.11. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

_____ Yes _____ No

If yes, on how many occasions? _____

6. Safety. Bidder must complete the following.

- 6.1. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

_____ Yes _____ No

If "Yes" on a separate attachment, provide details of each such assessment, including the (i) description of project; (ii) project owner name and project owner contact person information; and (iii) the penalty, fine or other assessment imposed.

- 6.2. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

_____ Yes _____ No

If "Yes" on a separate attachment, provide details of each such assessment, including the (i) description of project; (ii) project owner name and project owner contact person information; and (iii) the penalty, fine or other assessment imposed.

- 6.3. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? _____

- 6.4. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: _____

Previous year: _____

Year prior to previous year: _____

- 6.5. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

_____ Yes _____ No

If "Yes" on a separate attachment, provide details of each such prevailing wage rate violation assessment, including the (i) description of project; (ii) project owner name and project owner contact person information; and (iii) the penalty, fine or other assessment imposed.

- 6.6. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

_____ Yes _____ No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): _____

7. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

- 7.1. Have legal, arbitration or administrative proceedings been brought construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) years which arise out of or are related to any construction project?

_____ Yes _____ No

If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.

- 7.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) years which arise out of or are related to the construction project, excluding claims for personal injury?

_____ Yes _____ No

If "yes," on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 7.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past ten (10) years which arise out of or are related to the construction project?

_____ Yes _____ No

If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 7.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past ten (10) years which arise out of or are related to the construction project?

_____ Yes _____ No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 7.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

_____ Yes _____ No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 7.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

_____ Yes _____ No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 7.7. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

_____ Yes _____ No

- 7.8. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

_____ Yes _____ No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

- 7.9. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

_____ Yes _____ No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

- 7.10. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?

_____ Yes _____ No

If "yes," provide the date(s) of such findings, and attach copies of the Apprenticeship Counsel's final decision(s).

8. Experience and References. Using the forms and formats below, complete the following for similar projects, completed projects and projects in progress.

- 8.1. Similar Completed Projects. Provide the following for three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work:

Project Name	
--------------	--

Project Owner; Contact Information	
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

- 8.2. **All Completed Projects.** On a separate attachment, identify all projects the Bidder has completed within the past three (3) years, including the following information:

Project Name	
Project Owner; Contact Information	
Architect Name and Contact Information	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

- 8.3. **Projects In Progress.** On a separate attachment, identify all projects the Bidder currently has in progress, including the following information:

Project Name	
Project Owner; Contact Information	
Architect Name and Contact Information	
Original Contract Duration	
Projected Completion Duration	
Original Contract Price	
Current Adjusted Contract Price	

9. Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of 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 Qualifications. The undersigned declares and certifies that the responses to this Statement of 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. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the District for non-responsiveness.

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.

By:

(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title:

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: **WHCCD LEMOORE CAMPUS PAVING REPAIR**

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
_____ of _____, the party submitting the
(Title) (Bidder Name)

foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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.
4. 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.
5. All statements contained in the Bid Proposal and related documents are true.
6. 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.

Dated _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)
_____, declare state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

“Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

2. I am aware that the provisions of California Labor Code §3700 require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of this Contract.
3. I am authorized to execute this Certificate of Workers Compensation Insurance on behalf of the above-identified Contractor.

Dated: _____

By: _____

(Name Printed or Typed)

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
 (Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. 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:
 - 2.1. 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.
 - 2.2. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor's policy of maintaining a drug-free workplace; (iii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.
 - 2.3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Paragraph 2.1 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.
3. 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: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) 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.
4. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) 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.
5. 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 this _____ day of _____ 20____ at _____.

(City and State)

By:

 (Signature of Bidder's Authorized Officer or Representative)

 (Typed or Printed Name)

Title:

AGREEMENT

THIS AGREEMENT is entered into as of [Click here to enter a date.](#) in the City of Coalinga, County of Fresno, State of California, by and between WEST HILLS COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter "District" and _____ ("Contractor").

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

1. **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 **WHCCD LEMOORE CAMPUS PAVING REPAIR**. The 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 Paragraph 8 of this Agreement, along with all modifications and addenda thereto issued in accordance with the Contract Documents. The Architect for the Work is Teter.
2. **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 _____ (____) days after the commencement date of the Work set forth in the Notice to Proceed. The Contract Time shall be the number of days between the date specified for the commencement of the Work in the Notice to Proceed issued by or on behalf of the District the District and the calendar date specified in the Special Conditions for Project Substantial Completion. By executing this Agreement, the Contractor represents to the District that the Contract Time is reasonable for completion of the Work and the Contractor will fully complete the Work within the Contract Time, including any portions of the Work necessary to maintain the Construction Schedule and achieve Interim Milestones defined in the Special Conditions.
3. **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 adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars (\$_____). The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor's Base Bid Proposal, authorized Allowances and the following Alternate Bid Items, if any:
_____.
4. **Allowances.** The Contractor and District acknowledge that the Contract Price set forth above includes an Allowance Amount in the aggregate amount of _____ Dollars (\$_____), which is allocated as follows:

Allowance Description	Allowance Amount

Although included in the Contract Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Contractor shall submit cost data and other descriptive data to establish basis used by Contractor for determining costs associated with designated work attributable to each Allowance. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order. Should the Contractor's actual costs exceed the specified Allowance, the Contractor's Contract Price will be adjusted by change order in accordance with

Contract General Conditions, Article 9.5 of the Terms and Conditions.

- 5. Liquidated Damages.** The Contractor shall be subject to assessment of Liquidated Damages if the Contractor: (i) fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; (ii) fails to submit Submittals in accordance with the Submittal Schedule; or (iii) fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth in the Contract Documents.
- 6. Insurance Minimum Coverage Limits.** Minimum coverage limits for the policies of insurance required of the Contractor are as follows:

Contractor Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Contractor's Pollution Liability	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Builders Risk	Full Insurable Value of Work, (Without Seismic Coverage)

The minimum coverage limits for each required policy of insurance of each Subcontractor is as set forth below:

Subcontractors Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Contractor's Pollution Liability (As applicable, if Subcontractor's work involves SWPPP, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances)	Per Occurrence: One Million Dollars (\$1,000,000) Aggregate: Two Million Dollars (\$2,000,000)

- 7. Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; (ii) loss of productivity; and/or (iii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project

which is the subject of the Contract Documents.

8. The Contract Documents. The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

00 01 00 Table of Contents	00 65 36 Guarantee Form
00 01 07 Certifications/Seals Page	00 65 37 Contractor Certification of Subcontractor Claims
00 01 12 DSA Form 103 Statement of Structural Tests & Inspections	00 72 00 General Conditions
00 11 13 Notice Calling for Bids, including Bid Addenda	00 73 00 Special Conditions
00 21 13 Instructions for Bidders	00 73 00.1 Academic Calendar (Attachment A)
00 31 13 Bid Time Project Schedule	
00 41 00 Bid Proposal	
00 42 23 Alternate Bid Items Proposal Form (Attachment A)	
00 43 24 Pre-Bid Inquiry Form	
00 43 36 Subcontractors List	
00 45 10 Verification of Contractor and Subcontractors' DIR Registration	
00 45 13 Statement of Qualifications	
00 45 19 Non-Collusion Affidavit	
00 45 26 Certificate of Workers Compensation Insurance	
00 45 27 Drug-Free Workplace Certification	
00 52 00 Agreement	
00 61 10 Bid Bond	
00 61 13 Performance Bond	
00 61 14 Labor and Material Payment Bond	
00 62 40 Verification of Certified Payroll Submittal to Labor Commissioner	
00 62 90 Asbestos and Other Hazardous Materials Certification	

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:

West Hills Community College District
 Attention: Facilities Department
 275 Phelps Avenue
 Coalinga, CA 93210
meganvega@whccd.edu

If to the Contractor:

10. 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.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

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

DISTRICT"
West Hills Community College District

By: _____

(Name Printed or Typed)

Title: _____

“CONTRACTOR”
[Contractor Name]

By: _____

(Name Printed or Typed)

Title: _____

BID BOND

Contractors submitting a bid electronically are to follow the instructions in the "Notice to Contractors Calling for Bids" Section 9.1.

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto WEST HILLS COMMUNITY COLLEGE DISTRICT ("the 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 to the Obligee for the Work commonly described as **WHCCD LEMOORE CAMPUS PAVING REPAIR**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for 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 sixty (60) 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, 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 there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no 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 suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and

[CONTINUED NEXT PAGE]

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/Principal Name)	
By:	_____
	(Signature)

	(Typed or Printed Name)
Title:	_____
(Attach Notary Public Acknowledgement of Principal's Signature)	

(Surety Name)	
By:	_____
	(Signature of Attorney-In-Fact for Surety)

	(Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	

(Contact Name)	

(Street Address)	

(City, State & Zip Code)	
(_____) _____	(_____) _____
Telephone	Fax

(Email address)	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto WEST HILLS COMMUNITY COLLEGE DISTRICT ("the Oblige") for payment of the penal sum the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **WHCCD LEMOORE CAMPUS PAVING REPAIR**.

WHEREAS, the Principal, has entered into an agreement with the Oblige 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 ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

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 Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Oblige and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Oblige 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 Documents, 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.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Oblige's rights hereunder; Surety hereby waives notice from the Oblige of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Oblige's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); 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 Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification

[CONTINUED NEXT PAGE]

for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligor within the time provided for hereinabove, the Obligor 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 jointly and severally liable to the Obligor for all damages and costs sustained by the Obligor 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 of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligor upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligor, the Surety and Principal shall be jointly and severally liable for payment to the Obligor of all costs, expenses and fees incurred by the Obligor 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 agent or representative.

_____ (Bidder/Principal Name) By: _____ (Signature) _____ (Typed or Printed Name) Title: _____ (Attach Notary Public Acknowledgement of Principal's Signature)
--

_____ (Surety Name) By: _____ (Signature of Attorney-In-Fact for Surety) _____ (Typed or Printed Name of Attorney-In-Fact) (Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety _____ (Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (____) _____ (____) _____ Telephone Fax _____ (Email address)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto WEST HILLS COMMUNITY COLLEGE DISTRICT ("the Oblige") for payment of the penal sum the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **WHCCD LEMOORE CAMPUS PAVING REPAIR**.

WHEREAS, the Principal, has entered into an Agreement with the Oblige for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

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 §9100, 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 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 §9554.

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 Oblige 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.

[CONTINUED NEXT PAGE]

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

_____ (Bidder/Principal Name)	
By:	_____ (Signature)
	_____ (Typed or Printed Name)
Title:	_____
(Attach Notary Public Acknowledgement of Principal's Signature)	

_____ (Surety Name)	
By:	_____ (Signature of Attorney-In-Fact for Surety)
	_____ (Typed or Printed Name of Attorney-In-Fact)
(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)	

Contact name, address, telephone number and email address for notices to the Surety	
_____ (Contact Name)	
_____ (Street Address)	
_____ (City, State & Zip Code)	
(_____) _____ Telephone	(_____) _____ Fax
_____ (Email address)	

VERIFICATION OF CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER

PROJECT

WHCCD LEMOORE CAMPUS PAVING REPAIR

I am the _____ for _____ in
(Superintendent/Project Manager) (Contractor)
connection with the above-referenced Project.

1. This Verification is submitted to the West Hills Community College District ("District") concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").
2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between _____, 20__ and _____, 20__.
3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the immediately preceding Pay Application.
4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the immediately preceding Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the immediately preceding Pay Application.
5. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the immediately preceding Pay Application.
6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the immediately preceding Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Verification on the ____ day of _____ 20__ at _____.
(City and State)

By: _____

(Typed or Printed Name)

ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between West Hills Community College District ("District") and _____ ("Contractor") for the work of improvement commonly referred to as **WHCCD LEMOORE CAMPUS PAVING REPAIR** (hereinafter referred to as the "Project").

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

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

Executed on this _____ day of _____, 20__ at _____.

By: _____
Signature

Print Name

Title

GUARANTEE

Project: WHCCD LEMOORE CAMPUS PAVING REPAIR

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of two (2) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

(Contractor Name)

(Signature of Contractor's Authorized Employee, Officer
Or Representative)

(Printed Name and Title)

(Date)

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

TO: WEST HILLS COMMUNITY COLLEGE DISTRICT

RE: WHCCD LEMOORE CAMPUS PAVING REPAIR (Project)

(Contractor Name)

(Subcontractor Name)

This Contractor Certification of Subcontractor Claim is submitted by the above-identified Contractor to the District on behalf of the above-identified Subcontractor.

I am the _____ of the Contractor in connection with the above-described Project.
(Title)

The Subcontractor has submitted the accompanying Subcontractor Claim to the Contractor for presentation to the District pursuant to Public Contract Code §9204.

1. I have personally reviewed the entirety of the Subcontractor Claim and all substantiating documentation in support of the Subcontractor Claim.
2. The Subcontractor Claim is made by the Subcontractor in good faith.
3. The Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor.
4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et. seq.).
5. I am authorized: (i) to execute this Certification on behalf of the Contractor; and (ii) to submit this Certification and the accompanying Subcontractor Claim to the District.
6. I have personal first-hand knowledge of all of the foregoing.

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

Executed at _____, California, on _____, 20____.

(Signature)

(Print Name)

(Title)

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GENERAL CONDITIONS

1. Definitions

- 1.1. The Work. The "Work" is the construction and services required by the Contract Documents, and includes all labor, materials, equipment or services to fulfill the Contractor's obligations under the Contract Documents.
- 1.2. Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.3. Contractor and Subcontractors. The Contractor is the entity or person identified as the Contractor in the Agreement. A Subcontractor is a person or entity who has a direct contract with a Contractor for a portion of the Work; Subcontractors include lower tier subcontractors, who are in direct privity of contract with a Subcontractor.
- 1.4. Material Supplier. A Material Supplier only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.5. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, showing generally, the design, location and dimensions of the Work and may include plans, elevations, sections, details, schedules or diagrams. The Specifications are the written requirements for materials, equipment, construction systems, standards, criteria and workmanship.
- 1.6. Intent and Correlation of Contract Documents. The Contract Documents are complementary and what is required by one portion shall be by all; performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. If a portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control. Words or terms with well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect based on the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between parts of the Contract Documents regarding the quality of any product, equipment or materials, the Contractor shall provide the product, equipment or material of the highest or more stringent quality.
- 1.7. Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work to illustrate the installation, assembly or similar matters for a portion of the Work. Samples are physical examples of materials, equipment or workmanship to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information to illustrate materials or equipment for a portion of the Work. Shop Drawings, Samples and Product Data prepared by the Contractor or any Subcontractors/Material Suppliers are collectively referred to as "Submittals."
- 1.8. Division of State Architect ("DSA"). DSA is the California Division of the State Architect; references to "DSA" include its offices, 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 the Laws.
- 1.9. Project Inspector. The Project Inspector is employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector is 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.

- 1.10. 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” means as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. 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 areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.
- 1.11. Record Drawings. The Record Drawings are the Drawings marked by the Contractor during the Work to indicate completely and accurately actual as-built conditions of the Work.
- 1.12. Construction Manager. The Construction Manager, if any, is designated in the Special Conditions and is authorized to act on behalf of the District in accordance with the Contract Documents. If a Construction Manager is not designated in the Special Conditions, the District may designate a Construction Manager during performance of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor’s obligations hereunder.
- 1.13. Construction Equipment. “Construction Equipment” is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.14. Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.
- 1.15. Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute Changes, unless a Change Order relating to a Field Clarification is authorized and issued.
- 1.16. Defective or Non-Conforming Work. Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade; (iii) not in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Acceptance.
- 1.17. Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.
- 1.18. Progress Reports; Verified Reports. Progress Reports are written reports prepared by the Contractor and its Subcontractors on a daily basis. Progress Reports must include: (i) the number of labor and supervising personnel at the Site; (ii) the labor/work classification of each laborer; (iii) a detailed description of the Work in progress and completed; (iv) weather/environmental conditions; and (v) problems encountered with a potential impact to the Contract Time or the Contract Price. Verified Reports are periodic written reports prepared by the Project Inspector and submitted to the DSA; Verified Reports shall be in such form and content as required by Title 24 of the California Code of Regulations.
- 1.19. Laws. “Laws” refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work, including those in effect as of the execution of the Agreement, amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor’s compliance with the Laws.

2. District

2.1. Information Required of District.

2.1.1. Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations is set forth in the Contract Documents. Information not provided by the District but required to complete the Work shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time. The Contractor shall verify all information provided by the District. Variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.1.2. Drawings and Specifications. The District shall furnish the Contractor, without cost to the Contractor, the an electronic copy of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications other than the Work of the Project.

2.2. District's Right to Stop the Work. The District may, by written order, direct the Contractor to stop any portion of the Work if the Contractor: (i) fails to correct Defective or Non-Conforming Work; or (ii) fails to carry out the Work in conformity to the Contract Documents. The right of the District to stop the Work hereunder shall not: (i) be deemed a duty of the District to exercise such right for the benefit of the Contractor; (ii) waive or limit the exercise of any other right or remedy of the District under the Contract Documents or the Laws; or (iii) result in adjustment of the Contract Time or the Contract Price.

2.3. Partial Occupancy or Use. The District may occupy or use any completed or partially completed portion of the Work. Immediately prior to such partial occupancy or use of the Work, the District, Project Inspector, Contractor, Construction Manager and Architect shall jointly inspect the portion of Work to be used or occupied by the District to record the condition of the Work. Corrective action noted in such inspection shall be promptly performed and completed by the Contractor so the Work conforms to requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof is not "completion" of the Work pursuant to Public Contract Code §7107 nor constitute the District's acceptance Defective or Non-Conforming Work.

2.4. The Project Inspector.

2.4.1. Authority. All Work shall be performed under the observation of the Project Inspector, whose authority is established by the Laws and the Contract Documents. Duties of the Project Inspector shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents. The Project Inspector does not have authority: (i) to interpret the Contract Documents or to modify the Work depicted in the Contract Documents; or (ii) relating to the Contractor's safety plan. Upon the Project Inspector's issuance of a report or other similar statement identifying Defective or Non-Conforming Work, the Contractor shall promptly repair, replace or correct the same so that it conforms to requirements of the Contract Documents. If the Contractor fails or refuses to promptly remedy Defective or Non-Conforming Work, the District may remedy such Defective or Non-Conforming Work at the expense of the Contractor.

2.4.2. Information for the Project Inspector. The Contractor shall provide to the Project Inspector all information, data and similar materials as necessary or appropriate for the Project Inspector's purposes of fulfilling the Project Inspector's obligations relating to observations and inspections of the Work.

- 2.5. Communications Software. The District reserves the right to implement electronic data and/or communications software (such as Primavera Expedition®) for data and communications relating to the Work ("Communications Software"). The Contractor's use of Communications Software will be as directed by the District without charge or expense to the Contractor and without adjustment of the Contract Price or the Contract Time.

3. Architect

- 3.1. Architect's Administration of the Contract. The Architect will provide administration of the Contract and will be one of the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect is authorized to act on behalf of the District as provided for in the Contract Documents and shall have the responsibilities and authority over the Work as established by the Laws.
- 3.2. Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to: (i) become generally familiar with the progress and quality of the completed Work; and (ii) determine if the Work is being performed so that when completed will be in accordance with the Contract Documents. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and endeavor to guard the District against defects and deficiencies in the Work. The Architect is authorized to reject Defective or Non-Conforming Work. The Architect may require additional inspections or tests, whether or not the Work is fabricated, installed or completed.
- 3.3. 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.
- 3.4. Submittals. The Architect will review and accept or take other appropriate action relating to Submittals for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect's review of Submittals shall not: (i) relieve the Contractor of its obligations under the Contract Documents; (ii) constitute approval of safety measures, programs or precautions; or (iii) constitute the direction of construction means, methods, techniques, sequences or procedures. The Architect's review and return of reviewed Submittals will conform to the time limits set forth in the Specifications, the Construction Schedule or other provisions of the Contract Documents. If no time limits are established in the foregoing, the Architect shall have fourteen (14) days for review and return of Submittals.
- 3.5. Changes; Change Orders. The Architect will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price. The Architect may issue Field Clarifications and Construction Change Directives.
- 3.6. 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. The Architect's response to such requests will be made promptly and within the time limits agreed upon; if agreement establishing the time for the Architect's review and response to requests is not reached, the Architect shall have fifteen (15) days after receipt of such request to respond thereto. 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. The Architect's decisions on matters relating to aesthetic effect are final if consistent with the intent expressed in the Contract Documents.
- 3.7. Contractor 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"), the

Contractor must request information from the Architect 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. Unless otherwise specified, Contractor shall allow up to 7 days review and response time for RFI's, however, Architect will endeavor to respond as timely as possible. If 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 to process, review, evaluate and respond to such request for information, including without limitation, fees of the Architect.

- 3.8. Communications; Architect's Role. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District shall be through the Architect or Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others shall be available to the District for review, inspection and reproduction as requested from time to time.

4. The Contractor

4.1. Contractor Review of Contract Documents.

- 4.1.1. Examination of Contract Documents. The Contractor shall carefully study Contract Documents and information furnished by the District and shall immediately notify the Architect in writing of 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 notice to the Architect, the Contractor shall bear the costs for correction of the same.
- 4.1.2. Measurements, Layouts and Field Engineering. The Contractor shall take field measurements and verify field conditions at the Site. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by an engineer registered under the Laws and without adjustment of the Contract Price. The Contractor shall complete all surveys necessary for performance of the Work and for establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work.
- 4.1.3. Drawings; Dimensions. Unless otherwise expressly provided, dimensions indicated in the Drawings are: (i) intended for reference only; and (ii) diagrammatic and schematic in nature. The Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. No Contract Price adjustment will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings.
- 4.1.4. Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and the Laws.

4.2. Site Investigation; Subsurface Conditions.

- 4.2.1. Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other available subsurface data and has 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. 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 or warranted by the

District to be complete and accurate. The District assumes no responsibility for any conclusions or interpretations of the Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

4.2.2. Subsurface Conditions. If the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Project 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 the District determines that the conditions so materially differ or involve such hazardous materials requiring an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. Pursuant to California Public Contract Code §7104, disputes 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.

4.3. Supervision and Construction Procedures.

4.3.1. Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor is responsible to the District for acts and omissions of the employees, agents and representatives of the Contractor and Subcontractors.

4.3.2. Noise and Dust Control. The Contractor shall implement all measures necessary for noise and dust control during Work at the Site, including specific care to avoid deposits of airborne dust or airborne elements.

4.3.3. Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish. The Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. The Project Inspector or Construction Manager may 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 at the Contractor's expense.

4.3.4. Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. 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.

4.3.5. Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work shall be obtained by the Contractor without adjustment of the Contract Price. Temporary distributions of utilities at the Site as necessary for the Work, including utilities furnished by the District will be by the Contractor. The costs of utility services obtained by the Contractor and are included in the Contract Price.

4.3.6. Existing Utilities; Removal, Relocation and Protection. Pursuant to California Government Code §4215, the District assumes responsibility for timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Contract Documents. The 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 Contract Documents with reasonable accuracy and for Construction Equipment on the Site necessarily idled during such work. The 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 owner to provide for removal or relocation of such utility facilities. The District is not required to indicate existing service laterals or appurtenances if 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 in the Contract Documents, the Contractor shall immediately notify, in writing, the District, Project Inspector, Architect, Construction Manager and the utility owner. If 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 reasonable price.

- 4.4. Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at meetings and conferences relating to the Work 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.

- 4.4.1. 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 generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractors, Project Inspector and others performing any part of the Work or services relating to the Work; (ii) Submittals; (iii) Changes and Change Order processing; (iv) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors, compliance with apprenticeship standards and Division of Labor Standards ("DSLE") monitoring and enforcement of prevailing wage rate requirements; (v) Progress Schedule development and maintenance; (vi) development of Schedule of Values and payment procedures; (vii) communications procedures, including the handling of Requests for Interpretation; (viii) conduct of pre-installation meetings to plan and coordinate work of new contractors, separate contractors and to plan for utility outages; (ix) emergency and safety procedures; (x) Site visitor policies; (xi) conduct of Contractor/Subcontractor personnel at the Site; (xii) punchlist/close-out procedures; and (xiii) Contractor and Subcontractor DIR Contractor Registration.

- 4.4.2. 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 without

limitation: 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 Construction Schedule and Submittals.

- 4.4.3. Pre-Installation Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District or the Construction Manager) shall attend a Pre-Installation Conference prior to the initiation of a new phase of Work or in connection with the delivery and installation of major items of equipment incorporated into the Work. Pre-Installation Conferences will generally address the requirements of the new phase of Work and Contract Documents, and/or to coordinate delivery and installation of major equipment items.
- 4.4.4. Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.
- 4.4.5. Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or 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 or the Construction Manager 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 or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. 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. The Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and/or 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 Competency. The Contractor shall enforce strict discipline and good order among employees of the Contractor, Subcontractors 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 employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
 - 4.5.3. Contractor's Superintendent. The Contractor's superintendent shall at the Site at all times during the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall submit to the District a written statement of the qualifications of the Contractor's proposed Superintendent. Acceptance of the Contractor's proposed Superintendent is subject to establishing the Superintendent's: (i) skills, experience and other capabilities of the proposed Superintendent to supervise, coordinate and manage the Work; (ii) fluent verbal and written English language capabilities; (iii) competency in reading, comprehending and understanding Drawings, Specifications and other technical construction-related materials; and (iv) recent experience in completing construction projects similar to the Work within the

budget and time established for such other construction projects. Upon acceptance of the Contractor's Superintendent, the Contractor shall not be change the Superintendent without prior consent of the District, unless the Superintendent: (i) is unsatisfactory to the Contractor; or (ii) is determined by the District to be unfit, incompetent or incapable of performing functions and responsibilities assigned.

- 4.5.4. Prohibition on Harassment. Any person engaging in a prohibited form of harassment is subject to immediate removal and thereafter excluded from the Site. Upon the District's receipt of any notice or complaint that a person performing Work at the Site has engaged in a prohibited form of harassment ("Worker"), the District will promptly undertake an investigation of such notice or complaint. If the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District will notify the Contractor of the same and direct that the Worker be immediately removed from the Site. Unless the District's determination is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any Worker determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. The Contractor and the Surety shall defend, indemnify and hold harmless the Indemnified Parties 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 Worker that the direction of the District pursuant to the foregoing was improper; or (ii) the assertion by any person that a Worker has engaged in a prohibited form of harassment directed to or affecting such person.
- 4.5.5. 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.
- 4.6. Permits, Fees and Notices; Compliance With Laws.
- 4.6.1. Payment of Permits, Fees. Unless otherwise provided in the Contract Documents, the District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work. The foregoing notwithstanding: (i) the Contractor shall pay all fees, costs or other expenses associated with or arising in connection with Deferred Approval Items without adjustment of the Contract Price; and (ii) the Contractor shall obtain the following permits/approvals if applicable to the Work without adjustment of the Contract Price: (a) Temporary Fire Department plan check and permits for temporary material handling, storage and/or dispensing facilities for fuel, oil, liquid or gases; (b) industrial waste and AQMD permits relating to temporary facilities used in connection with any portion of the Work; (c) local business license; (d) traffic control, OSHA and offsite improvement permits; and (e) sewer, water, storm drain, gas tie plan check permits.
- 4.6.2. Compliance With Laws. The Contractor shall comply with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work. All Work completed by the Contractor shall be in compliance with the Laws.
- 4.6.3. 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, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to the Laws without such notice to the Architect, Construction Manager and the Project Inspector, 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.

4.6.4. DIR Registration. At all times during the Work, the Contractor shall be a DIR registered contractor. Performance of any Work by the Contractor without the Contractor being a DIR registered contractor at the time Work is performed is the Contractor's default in performance of a material obligation of the Contractor under the Contract Documents.

4.7. Submittals. Submittals are not part of the Contract Documents. Submittals shall demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to furnish, install or incorporate such Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.1. Contractor's Submittals.

4.7.1.1. Prompt Submittals. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect in a timely manner or within the time indicated in the Submittal Schedule incorporated into the Baseline Construction Schedule.

4.7.1.2. Contractor Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors or Material Suppliers shall bear the written approval of the Contractor prior to submission to the Architect for review, with the approval indicating that the Contractor has verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has verified that the information contained within such Submittals conform to the requirements the Contract Documents. Any Submittal submitted without the Contractor's written approval will be returned to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Submittals shall be numbered consecutively and include the following: (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 of Submittals.

4.7.1.3. Contractor Responsibility for Deviations. The Contractor is not relieved of responsibility for correcting deviations from the Contract Documents by the Architect's review of Submittals unless the Contractor specifically informs the Architect in writing of such deviation at the time of submission of the Submittal and the Architect accepts the specific deviation.

4.7.1.4. No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and accepted the Submittal. The Contractor shall not perform any portion of the Work affected by a related Submittal until the related Submittal is reviewed and accepted by the Architect.

4.7.2. Architect Review of Submittals. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor shall promptly resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. Unless otherwise specified, Contractor shall allow up to 14 days review and response time, however, Architect will endeavor to respond as timely as possible. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect may rely on the accuracy and completeness of such calculations and certifications accompanying Submittals. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

Submittal Notation	Required Contractor Action
No Exceptions Taken	No formal revision required
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required.
Revise and Re-Submit	Revise Submittal in accordance with notations and re-submit for review.
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review.

4.7.3. Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a “Deferred Approval” item, Contractor is responsible for preparing Submittals for Deferred Approval Items. Where required by the Laws or the nature of a Deferred Approval, the Deferred Approval Design shall be completed and stamped by a California licensed architect or California registered engineer. The Deferred Approval Design shall: (i) incorporate all requirements of the Deferred Approval as set forth in the Contract Documents; (ii) be coordinated with other portions of the Work; (iii) be completed in a timely manner so as not to delay, disrupt or interfere with completion of the Work within the Contract Time; and (iv) be completed in accordance with the applicable professional standard of care. The Contractor shall submit each completed Deferred Approval Design to the Architect for review and acceptance. Upon the Architect’s acceptance of a Deferred Approval Design, the Contractor shall be responsible for: (i) submittal of the Deferred Approval Design to DSA for review and approval; (ii) modifications to the Deferred Approval Design as necessary to obtain DSA approval; and (iii) payment of fees or charges imposed by DSA for review and approval of a Deferred Approval Design without adjustment of the Contract Price. Notwithstanding review and acceptance of a Deferred Approval Design by the Architect or DSA issuance of approval to construct pursuant to the Contractor’s Deferred Approval Design, the Contractor remains liable to the District for all losses, damages, costs, or other consequences of the failure of any Contractor’s Deferred Approval Design to: (i) conform to the applicable design professional standard of care; (ii) conform to design intent and/or aesthetic requirements established in the Contract Documents; or (iii) perform and function in accordance with requirements established in the Contract Documents.

4.8. Materials and Equipment.

4.8.1. Approval of Substitutions or Alternatives. The Contractor may propose alternatives or substitutes for items specified in the Contract Documents (“Alternative Products”), provided that: (i) the Alternative Products comply with the requirements of the specified item; (ii) the Contractor certifies that the quality, performance capability and functionality (including aesthetics) of the Alternative Products meet or exceed the quality, performance capability and functionality of the specified item; and (iii) use of the Alternative Product will not delay completion of the Work or increase the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data (“Substantiating Data”) to the Architect to permit evaluation of the Alternative Products. The Contractor shall not furnish or install any Alternative Products without the Architect’s acceptance of the Alternative Products. The Architect’s decision evaluating the Contractor’s proposed Alternative Products shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any Alternative Products accepted by the Architect. The Contract Price shall be reduced by the actual cost savings realized by the Contractor’s furnishing and/or installation of accepted Alternative Products. The Contractor is solely responsible for all costs and fees incurred by the District to review proposed Alternative Products, including without limitation fees of the Architect, design

consultants to the Architect and/or governmental agencies to review and/or approve any proposed substitution or alternative. All requests for the Architect's review and approval of any Alternative Products and all Substantiating Data 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; any request for approval of Alternative Products submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed Alternative Products regardless of whether the Alternative Products are furnished or installed by the Contractor, a Subcontractor or Material Supplier.

- 4.8.2. District Standard Products; "Sole Source" Products. If any material, equipment, product or other item ("Product") is designated in the Contract Documents as a "District Standard" or by similar words/terms, the District is deemed to have made a finding that such Product is designated and specified to match other Products in use in a completed or to be completed work of improvement and not subject to Alternative Products.
- 4.8.3. Placement of Material and Equipment Orders. The Contractor and Subcontractors shall promptly place all orders for materials and/or equipment for completion of the Work so that delivery of the same shall be made without delay or interruption to the Work. When requested by or on behalf of the District, the Contractor shall furnish 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.
- 4.8.4. District's Right to Place Orders for Materials and/or Equipment. If the District determines, in its sole discretion, that orders for materials and/or equipment have not been placed in a manner so Substantial Completion is achieved within the Contract Time, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. The Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders.
- 4.9. Safety. The Contractor is solely responsible for initiating, maintaining and supervising all safety programs required by the Laws or by the type or nature of the Work and for initiating and maintaining reasonable safety precautions 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 or in transit; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The foregoing includes, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. Duties of the Contractor's Superintendent include prevention of accidents and the implementation of safety precautions and programs. In an emergency, the Contractor shall take necessary action to prevent or mitigate threatened damage, injury or loss.
- 4.10. Hazardous Materials; Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). If the Contractor or any Subcontractor uses, at the Site, or incorporates into the Work, any material or substance deemed to be hazardous or toxic under the Laws (collectively "Hazardous Materials"), the Contractor shall comply with the Laws relating to the use, storage or disposal thereof. It is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. If any product or material forming a part of the Work or incorporated into the Work is found to contain ACBMs, the Contractor shall at its sole cost and expense: (i) remove such product or material in accordance with the Laws; (ii) replace such product or material with non-ACBM products or materials; and (iii) return the affected portion(s) of the Work to the finish condition depicted in the Contract

Documents relating to such portion(s) of the Work. The foregoing obligations shall survive the termination of the Contract, the warranty period provided under the Contract Documents, completion of the Work or the District's acceptance of the Work. If the Contractor fails or refuses, 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, the District may thereafter proceed to cause the removal and replacement of such materials or products; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, shall be the joint and several responsibility of the Contractor and the Surety.

- 4.11. Maintenance of Record Drawings. During the Work, the Contractor shall continuously maintain Record Drawings consisting of a set of the Drawings marked to indicate all field changes to adapt the Work depicted in the Drawings to field conditions, Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. If the District reasonably determines that the Contractor has not been, or is not, continuously maintaining the Record Drawings pursuant to the foregoing, the District may take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, at the Contractor's expense. Prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.
- 4.12. Use of Site. The Contractor shall confine operations at the Site to areas permitted the Laws and the Contract Documents and shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor is solely responsible for providing security at the Site with all such costs included in the Contract Price. Except in an emergency, no construction activities shall be permitted at or about the Site except during the hours and days set forth in the Special Conditions; Work performed at hours or on days not noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price.
- 4.13. Access to the Work. The Contractor shall provide DSA, District, Construction Manager, the Project Inspector and Architect with access to the Work, whether in place, preparation and progress and wherever located.
- 4.14. 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.
- 4.15. Wage Rates; Employment of Labor.
 - 4.15.1. Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors 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 and such worker. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the obligation of the Contractor and Subcontractors to pay laborers at least the Prevailing Wage Rate established for the classification of work/labor performed.
 - 4.15.2. Prevailing Rate Penalty. If a worker of the Contractor or a Subcontractor is paid less than the prevailing wage rate for the work or craft provided by the worker, the Contractor and/or Subcontractor shall be subject all penalties and assessments established by the Laws.
 - 4.15.3. Certified Payroll Records. The Contractor and all Subcontractors shall prepare and

submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the Laws. If the Contractor and/or Subcontractor fail or refuse to produce payroll records as required by the Laws, the Contractor and/or Subcontractor shall be subject to all penalties and assessments under the Laws as a result of such failure or refusal.

- 4.15.4. Hours of Work. The Contractor and Subcontractors shall limit the hours of work by their respective workers to those permitted by the Laws. Hours of work exceeding those permitted by the Laws shall be subject to additional premium wage payments as required by the Laws. Failure of the Contractor or Subcontractors to comply with the foregoing will subject the Contractor and/or Subcontractor to all penalties and assessments under the Laws.
- 4.16. Apprentices. Apprentices for the Work shall be in strict conformity with the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, the provisions of which are incorporated herein by this reference. The responsibility for compliance with apprenticeship requirements is solely and exclusively that of the Contractor. If the Contractor willfully fails to comply with these provisions and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall be subject to all penalties and assessments established by the Laws.
- 4.17. 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 services for the Work where the services provided or to be provided requires the person to hold a valid California Contractors' license and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. Employment of any person in violation of the foregoing, will subject the Contractor to the civil penalties under California Labor Code §1021.5 and any other penalty provided by the Laws. All Subcontractors shall comply with the foregoing.
- 4.18. Assignment of Antitrust Claims. The Contractor and all Subcontractors 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.) pursuant to California Government Code §4551. 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.
- 4.19. Progress Reports; DSA Verified Reports.
 - 4.19.1. DSA Verified Reports: Contractor Actions. A material obligation of the Contractor is completion of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Final Completion. Concurrently with

submittal to DSA, the Contractor shall provide the District, Project Inspector and Architect with copies of all Verified Reports completed by the Contractor and submitted to DSA.

4.19.2. District Withholdings From Final Payment. The completion and filing of the DSA Final Verified Report is an express condition precedent to the District's disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report within ten (10) days of the determination of Final Completion, the District may retain and withhold an amount not to exceed ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

4.19.3. Progress Reports. Progress Reports shall be submitted to the District or Construction Manager not later than 9:00 A.M. of the ensuing business day.

5. Subcontractors.

5.1. Subcontracts. Work performed by Subcontractors shall be pursuant to a written agreement between the Contractor and each 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, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the Subcontractor to assume toward the Contractor and Architect all the obligations and responsibilities of the Contractor which the Contractor assumes toward the District and the Architect. No contractual relationship shall exist, or 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 shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to these General Conditions, subject to the prior rights, if any, of the Surety.

5.2. Subcontractor DIR Contractor Registration.

5.2.1. No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.

5.2.2. Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

5.2.3. Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor's DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code

§1771.1(c)(3) and/or Labor Code §1771.1(d).

5.3. Substitution of Listed Subcontractor.

5.3.1. Substitution Process. Any request of the Contractor to substitute a listed Subcontractor must be in strict conformity with this Article 5.3 and California Public Contract Code §4107. All costs, fees or expenses incurred by the District, including, those of the Project Inspector, Architect and/or Construction Manager or attorneys in review, evaluation or hearing relating to a request to substitute a listed Subcontractor shall be borne by the Contractor.

5.3.2. Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not result in any increase of the Contract Price or the Contract Time.

5.4. 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: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to be built into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (vi) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work.

6. Insurance, Indemnity and Bonds.

6.1. Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

6.2. Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) Completed Operations.

6.3. Contractor Pollution Liability Insurance. If required, the Contractor shall obtain Contractor Pollution Liability Insurance covering the Contractor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and

gradual pollution and related cleanup costs incurred by Contractor, arising out of the Work (including transportation risk) of the Contract Documents.

- 6.4. Builder's Risk "All-Risk" Insurance. If required, the shall obtain a policy of Builders Risk insurance covering the full insurable value of the Work from the risks of loss, damage or destruction to the Work in progress or in place at the Site prior to Final Acceptance of the Work, including coverages for losses resulting from the perils of fire, malicious mischief and vandalism.
- 6.5. Insurance Policy Requirements. Each policy of insurance required by the Contract Documents to be obtained and maintained by the Contractor shall conform to the following requirements.
- 6.5.1. Minimum Coverage Limits. The insurance required of the Contractor hereunder shall be written for not less than coverage limits specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.
- 6.5.2. Required Qualifications of Insurers. The Contractor and Subcontractors' policies of insurance will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability or Property/Casualty is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of the Laws, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).
- 6.6. Evidence of Insurance; Subcontractor's Insurance.
- 6.6.1. Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. 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 the Laws. The liability insurance policies required of Contractor hereunder shall also name the District, the Project Manager, and Architect as an additional insureds as their interests may appear. If any policy of insurance be canceled before Final Acceptance of the Work by the District 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. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

- 6.6.2. Subcontractors' Insurance. The Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Contract Documents. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.
- 6.7. Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's liabilities or responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the entirety of the Work by the District, or such time thereafter as required by the Contract Documents.
- 6.8. Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance, Automobile and Workers Compensation of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.
- 6.9. Indemnity. The Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District, its Board of Trustees and each individual member thereof, and the officers, employees, agents and representatives of the District; (ii) the Architect and its consultants for the Work and their respective agents and employees; (iii) the Project Inspector; and (iv) the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the

Indemnified Parties 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 (collectively "Indemnity Claims") which arise out of the negligent, grossly negligent or willful acts, omissions or other conduct of the Contractor, 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) property damage; (iii) theft, loss or destruction of property; (iv) Stop Payment Notice claims asserted in connection with the Work; and (v) other losses, liabilities, damages or costs sustained by the Indemnified Parties. If any action or proceeding is commenced on account of any Indemnity Claims, and any of the Indemnified Parties are a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. If there is any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, the Contractor shall timely and fully pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief. Contractor shall indemnify and hold harmless the Indemnified Parties 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, until barred by the applicable Statute of Limitations.

- 6.10. Payment Bond; Performance Bond. Prior to commencing the Work, the Contractor shall obtain and deliver to the District a Performance Bond and a Labor and Material Payment Bond each in a penal sum equal to one hundred percent (100%) of the Contract Price and in the form and content set forth in the Contract Documents. The Surety issuing bonds shall be an Admitted Surety Insurer as defined in California Code of Civil Procedure §995.120 and A.M. Best rated at least A-/VII. Obligations of the Surety under the Performance Bond include without limitation, the Contractor's post-construction obligations, including timely and complete performance of warranty/guarantee obligations.

7. Contract Time

- 7.1. Substantial Completion of the Work Within Contract Time. The Contract Time is the period of time, including authorized adjustments thereto, for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established in the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect, Construction Manager and Project Inspector.
- 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. 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 when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, Construction Manager and Project Inspector upon request by the Contractor. The good faith and reasonable determination of Substantial Completion by the Project Inspector, Construction Manager and the Architect shall be controlling and final.
- 7.2.3. Correction or Completion of the Work After Substantial Completion.
- 7.2.3.1. Punchlist. Upon achieving Substantial Completion of the Work, the District, The

Project Inspector, Construction Manager, Architect and Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of an item on the Punchlist shall not limit the Contractor's obligation to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2. Time for Completing Punchlist Items. The Construction Manager, Contractor and Architect shall, establish a reasonable time for Contractor's completion of the Punchlist. If mutual agreement is not reached, the Architect shall determine such time, which is final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently complete all Punchlist items within the time established. If the Contractor fails to complete the Punchlist within the time established, the Contractor shall be subject to assessment of Liquidated Damages and the District may in its sole and exclusive discretion, without further notice to Contractor, elect to cause the completion of all remaining Punchlist items 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 the Laws, including assessment of Liquidated Damages. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, the Contractor shall be responsible for all costs incurred by the District in connection herewith. If these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are jointly and severally liable to District for any such excess costs.

7.2.3.3. Final Completion. Final Completion is when all Work has been completed in accordance with the Contract Documents, including without limitation, completion of the Punchlist, the Contractor's close-out responsibilities under the Contract Documents have been fully performed. Final Completion shall be determined by the Architect, Construction Manager and Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Construction Manager and Architect shall be controlling and final.

7.2.3.4. Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion and the Project Inspector, Construction Manager or Architect determine that the Work does not then justify certification of Substantial Completion or Final Completion 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, Construction Manager and Project Inspector.

7.2.4. Final Acceptance. Final Acceptance of the Work shall occur upon acceptance of the Work by the District's Board of Trustees; such acceptance shall be submitted for consideration at a 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 the date of Final Acceptance.

7.3. Construction Schedule.

7.3.1. Submittal of Preliminary Construction Schedule. Not more than five (5) days prior to the Contractor's anticipated commencement date for Construction Services at the Site, the Contractor shall prepare and submit to the District and the Construction Manager a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The Preliminary Construction Schedule shall be organized into

groupings by location, responsibility, specifications, sections, etc. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Contract Documents, the Construction Schedules required under this Article 7 shall; (i) be prepared utilizing scheduling software accepted in advance by the District; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment, completion of: foundation, building framing/structural elements, mechanical/electrical/plumbing rough-in, roofing, exterior doors and windows, interior finishes, etc.; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor; (vi) indicate sequencing and interdependencies of activities. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule. The Construction Schedule prepared by the Contractor shall not sequester float through float suppression techniques such as extending activity durations, using preferential logic, etc.

- 7.3.2. Review of Preliminary Construction Schedule. The District and the Construction Manager shall review the Preliminary Progress Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Progress Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District and/or the Construction Manager shall not be deemed to be the assumption of construction means, methods or sequences by the District or the Construction Manager, all of which remain the Contractor's obligations under the Contract Documents.
- 7.3.3. Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Construction Manager and the District the Construction Schedule, fully cost and resource loaded, which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District and the Construction Manager shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will accept such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or

content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's acceptance of the form and content of a Construction Schedule, the same shall be deemed the "Accepted Construction Schedule". The District's acceptance of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Accepted Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Accepted Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Accepted Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Construction Manager. Updates to the Accepted Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Accepted Construction Schedule. In the event that the Accepted Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Accepted Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may be depicted in the Accepted Construction Schedule.

- 7.3.4. Revisions to Accepted Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Accepted Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Accepted Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the Construction Manager and the District a revised Accepted Construction Schedule, for review and acceptance by the District. The Contractor may request consent of the District to revise the Accepted Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Accepted Construction Schedule and the reason(s) therefor. The District may grant, deny or condition consent to such request of the Contractor to revise the Accepted Construction Schedule in the District's sole reasonable discretion.
- 7.3.5. Updates to Accepted Construction Schedule. The Contractor shall monitor and update the Accepted Construction Schedule on a monthly basis, provide four-week rolling schedules on a weekly basis or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District and the Construction Manager with updated Accepted Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Accepted Construction Schedule. Updates to the Accepted Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Accepted Construction Schedule. Any such revisions to the Accepted

Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Construction Manager and the District an Updated Accepted Construction Schedule which does not incorporate any such revisions. The Contractor shall also submit, with its updates to the Accepted Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Accepted Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. 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 Accepted 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.

- 7.3.6. 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, 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, and maintenance or updating of the Construction Schedules.
- 7.4. Adjustment of Contract Time. If Substantial Completion 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 is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays are unforeseeable and unavoidable casualties or causes beyond the control, and without fault or neglect, of the Contractor, or other person directly or indirectly engaged by the Contractor for any portion of the Work, including 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, unanticipated unusually severe weather conditions or DSA directive to stop the Work which is not the result of the failure of the Contractor to comply with the Contract Documents. The financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor for the Work are not conditions beyond the control of the Contractor. If an 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 for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) justifying adjustment of 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 the Contractor or a for any portion of the Work; and (iii) that the event(s) justifying adjustment of the Contract Time directly and adversely impacted the progress of the Work on the critical path of the then current Accepted Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. 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 the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work on the critical path of the then current Accepted Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2. Compensable Delays. If Substantial Completion of the Work is delayed by the acts or omissions of the District, the Construction Manager, the Architect, 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 for such reasonable period of time as determined by the Construction Manager and District. Pursuant to 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, equipment 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.

7.4.3. Inexcusable Delays. Inexcusable 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 Inexcusable Delays.

7.5. Liquidated Damages. If the Contractor fails to: (i) submit Submittals in accordance with the Baseline Construction Schedule or in a timely manner; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); or (iii) complete Punchlist items within the time established, the Contractor shall be liable to the District for per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages which are agreed upon because of the difficulty of fixing the District's actual damages. The Contractor and the District 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 the Surety shall be jointly and severally liable to the District for any Liquidated Damages liability of the Contractor exceeding the Contract Price then held or retained by the District. 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.

8. Contract Price

8.1. Cost Breakdown of Contract Price. Within fifteen (15) days of the execution of the Notice to Proceed by Contractor, Contractor shall furnish, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to the District's review and acceptance of the content thereof. If the District objects to any portion of the Cost Breakdown, within five (5) days of the Contractor's receipt of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and acceptance. The foregoing procedure shall continue until the District has accepted of the

entirety of the Cost Breakdown. The Cost Breakdown accepted by the District shall not be modified by the Contractor without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District. Cost break down shall include, at a minimum, separate line items for bonds, insurance, general conditions, overhead and profit, mobilization, demobilization (if mobilization is itemized), submittals, allowance(s) if applicable, alternate(s) if applicable, LEED items if applicable, line items for major portions of work separated by trade/type (i.e. concrete, carpentry, etc.), punchlist/training and as-built drawings. Shop drawings shall be a separate line item and be assigned a minimum value of 2% of the prime contractors's contract value. All subcontractors with a contract amount over \$75,000 shall also submit a proposed schedule of values in the same format.

8.2. Progress Payments.

8.2.1. Applications for Progress Payments ("Payment Applications"). During performance of the Work, the Contractor shall submit monthly Payment Applications, on the first (1st) working day of each month, or such other time established by the District, to the Construction Manager, Project Inspector and Architect, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in Payment Applications shall be based upon the District accepted Cost Breakdown.

8.2.2. District's Review of Payment Applications. In accordance with Public Contract Code §20104.50, upon receipt of a Payment Application, the District shall cause the same to be reviewed by the Project Inspector, Construction Manager and Architect, as soon as is practicable, for the purpose of determining that the Payment Application is a proper Payment Application. A Payment Application is "proper" only if it is submitted on the form approved by the District, with all of the information completely and accurately provided and such completed Payment Application is accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the Contractor's Superintendent and/or the Contractor PM; which verifies that all Certified Payroll Records for the Contractor and all Subcontractors for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with Labor Code §1771.4; (ii) a breakdown identifying each Subcontractor/Material Supplier to be disbursed a portion of the requested Progress Payment and the amount of the Progress Payment to be disbursed to each Subcontractor/Material Supplier so identified; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor, all Subcontractors 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 §8134 of the Contractor, Subcontractors and Material Suppliers covering the Progress Payment received by the Contractor under the prior Payment Application; and (v) a certification by the Contractor that it has continuously maintained the Record Drawings. Submittal of all of the foregoing is an express condition precedent to the District's obligation to disburse any Progress Payment. If a Payment Application is determined by the District not to be a "proper" Payment Application, the Payment Application will be returned by the District to the Contractor (along with a written document setting forth the reason(s) why the Payment Application is not proper) 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.

8.2.3. Review of Payment Applications. Upon receipt of Payment Application, the Architect, Construction Manager and Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Payment Application which is properly

due to the Contractor under the terms of the Contract Documents.

8.3. District's Disbursement of Progress Payments.

8.3.1. 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 Payment Application, the District will pay the Contractor ninety five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application and as verified and approved by the Project Inspector, Construction Manager and Architect, along with the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the Contractor's submission of a "proper" Payment Application as defined hereinabove. If a Payment Application is not "proper" due to the failure or refusal of the Contractor to comply with conditions precedent to the District's obligation to disburse a Progress Payment, or incompleteness or inaccuracies in any such documents submitted, the thirty (30) day period for the District's timely disbursement of a Progress Payment shall commence on the date that the District is actually in receipt of documents not submitted with the Payment Application, or corrections to documents with the Payment Application so as to render them complete and accurate.

8.3.2. Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the District fails to make any Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the District shall pay the Contractor interest on the undisputed amount of such Payment Application equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a).

8.3.3. District's Right to Disburse Progress Payments by Joint Checks. The District may in its sole discretion issue joint checks to the Contractor and Subcontractors or Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder. The Contractor shall cooperate with the District and subcontractors/Material Suppliers in the issuance or processing of joint checks.

8.3.4. No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of Defective or Non-Conforming Work.

8.3.5. Progress Payments for Changed Work. The Contractor's Payment Applications may include requests for payment for Changes which have been authorized and approved by the District, Construction Manager, Project Inspector, Architect and all other governmental agencies with jurisdiction over such Change. Except as provided for herein, no other payment shall be made by the District for Changes.

8.3.6. Materials or Equipment Not Incorporated Into the Work. No Progress Payments will be made for materials or equipment not incorporated into the Work at the time a Payment Application is submitted.

8.3.6.1. Materials or Equipment Not Delivered or Stored at the Site. 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 foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with:(i) adequate arrangements, reasonably satisfactory to the District, have

been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonable 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 if coverage for the same is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (ii) 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 such material or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (i) and (ii) of this Article 8.3.6.1 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. Title to Work. The Contractor warrants that title to all Work covered by a Payment Application will pass to the District no later than the time of payment.

8.4. Substitute Security for Retention. Eligible and equivalent securities may be substituted for Retention at the request and expense of the Contractor pursuant to California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request substitution of eligible and equivalent securities for Retention prior to the Contractor's submission of the first Payment Application is the Contractor's waiver of rights under Public Contract Code §22300.

8.5. Final Payment.

8.5.1. 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, Construction Manager and Project Inspector will promptly make a final inspection of the Work and when the Architect, Construction Manager and Project Inspector find the Work acceptable under the Contract Documents and that the Contractor has completed all other obligations of the Contractor, the Architect, Construction Manager and Project Inspector will 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 Contract Documents and that the Contractor is entitled to receipt of Final Payment. The Final Payment shall include the remaining balance of the Contract Price and Retention previously withheld by the District, less offsets and deductions thereto.

8.5.2. Conditions Precedent to Disbursement of Final Payment. Submittal of the following are express conditions precedent to the District's obligation to disburse the Final Payment: (i) 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 §§8136 or 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (ii) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (iii) the Record Drawings; (iv) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (v) all other items or documents required by the Contract Documents to be delivered to the District upon

completion of the Work; and (vi) written evidence of the Contractor's filing of the DSA Final Verified Report.

- 8.5.3. Disbursement of Final Payment. Provided that the District is then in receipt of all materials set forth in Article 8.5.2 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. If the Contractor complies with all of the conditions precedent to the District's disbursement of the Final Payment, except for written evidence of the Contractor's filing of the DSA Final Verified Report, the District may withhold and retain ten percent (10%) of the Final Payment in accordance with Article 4.19.2 of these General Conditions. In such event, provided that the Contractor has fully complied with and satisfied all other conditions precedent set forth in Article 8.5.2, the District will disburse the remaining balance of the Final Payment to the Contractor; such disbursement shall constitute the District's full and complete performance of payment obligations to the Contractor hereunder.
- 8.5.4. 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.
- 8.5.5. Claims Asserted After Final Payment. Any stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, Material Supplier or others in connection with or for Work is the sole and exclusive responsibility of the Contractor who shall indemnify, defend and hold harmless the Indemnified Parties from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys' fees.
- 8.6. Withholding of Payments. The District may withhold and retain the Contract Price, in whole or in part, on account of: (i) uncorrected Defective or Non-Conforming Work; (ii) failure of the Contractor to make payments when due laborers, Subcontractors or Material Suppliers; (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 Payment Notice Claims; (iv) 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) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor, including any amounts due from the Contractor to the District under the Contract Documents; or (vii) the Contractor's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. 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 Construction Manager, Project Inspector, 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. The foregoing notwithstanding, if the District withholds: (i) ten percent (10%) of the Final Payment pursuant to Articles 4.19.2 and 8.5.3 of these General Conditions; or (ii) any amount incurred to complete an obligation of the Contractor hereunder, the Contractor

shall not be entitled to receipt or payment of any portion of such withholdings.

- 8.7. Payments to Subcontractors. The Contractor shall pay all Subcontractors on account of Work performed by Subcontractors in accordance with the terms of their respective subcontracts and pursuant to Business & Professions Code §7108.5 and Public Contract Code §7201.

9. Changes

- 9.1. Changes to the Work. The District, at any time, by written order, may make Changes within the general scope of the Work or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change without prior written authorization from the District. The Contractor shall promptly commence and diligently complete any District authorized Change; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change authorized by the District due to the inability of the Contractor and the District to agree upon the adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order in connection with any Change authorized by the District is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of its obligations under the Contract Documents. Any requirement of notice of Changes to the Surety shall be the responsibility of the Contractor. Changes shall be subject to DSA approval.
- 9.2. Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination (collectively "Instruction Order") from the District, Construction Manager, Project Inspector or Architect which Contractor believes is a change to the Work, or requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect, Construction Manager and Project Inspector written notice within ten (10) days of the Instruction Order and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence and the Contractor acknowledges that its failure to give written notice within ten (10) days of the date of an Instruction Order is deemed Contractor's waiver of any right to adjustment of the Contract Time or the Contract Price on account of such Instruction Order. 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 Instruction Order that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, no Instruction Order shall not be treated as a Change and the Contractor waives any adjustment to the Contract Price or the Contract Time on account thereof.
- 9.3. Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change or furnishing the written notice regarding any Instruction Order, the Contractor shall submit to the Architect, Project Inspector, Construction Manager and District a detailed written statement setting forth the general nature of the Change, 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.
- 9.4. Adjustment to Contract Price on Account of Changes to the Work. 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. 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 or the Architect, 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.

- 9.4.2. Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.4.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District. If the procedure set forth in this Article 9.4.2 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, Architect and Construction Manager, 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, Architect and Construction Manager of Contractor's objections to the District's determination of the Contract Price adjustment is deemed Contractor's acceptance of the District's determination and a waiver of any right 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 adjustment to the Contract Price pursuant to this Article 9.4.2, Contractor shall promptly commence and diligently complete any such Change.
- 9.4.3. Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1 or 9.4.2 above, the basis for adjustment of the Contract Price shall be as follows:
- 9.4.3.1. Labor. The Contractor shall be compensated for the costs of field labor actually and directly utilized in the performance of the Change. The contract price includes an allowance, if applicable, in which overhead and profit was calculated; therefore, if a change is paid by allowance, overhead and profit shall not be calculated for such change.
- 9.4.3.1.1. Limitation to Field Labor and Prevailing Wage Rates. The Contract Price adjustment for labor necessary to complete a Change shall be limited to the laborers of the Contractor or Subcontractors actually and necessarily engaged in the performance of the Change and for which there is a prevailing wage rate classification. Wage rates for laborers shall not exceed the applicable prevailing wage rate in the locality of the Site for the classification(s) of labor necessary to complete a Change. Use of a prevailing wage rate classification which increases the costs of a Change shall not be allowed. Overtime labor charges for performing any part of the Change shall only be allowed if authorized in writing by the Architect, Construction Manager and the District prior to Contractor's performance of the overtime labor. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted.
- 9.4.3.1.2. Payroll Taxes, Workers Compensation Premiums and Overhead. In addition to the "Total Hourly Rate" obtained from the appropriate California prevailing wage determination, which rate contains provision for all fringe benefits, the Contractor or Subcontractor may add to the Contract Price the actual cost of statutory payroll taxes and Worker's compensation insurance premiums paid on account of that worker classification and actually incurred by Contractor.
- 9.4.3.1.3. Excluded Labor Costs. The Contract Price adjustment for labor costs

on account of a Change shall exclude costs: (i) for preparing estimate(s) of the costs of the Change; (ii) to maintain records relating to the costs of the Change; (iii) for coordination and assembly of materials and information relating to the Change or performance thereof; (iv) to supervise, coordinate or manage the Work of a Change; or (v) any other general administrative overhead or general conditions costs associated with the Change or performance thereof as such costs are incorporated into the overhead and general conditions mark-up costs set forth in Article 9.4.4 and the Special Conditions.

- 9.4.3.2. 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 shall be the then lowest wholesale price at which identical or similar materials/equipment are available in the quantities required to perform the Change. The District may furnish materials and/or equipment for Changes, in which event the Contractor shall not be compensated for any mark-up thereon.
- 9.4.3.3. Construction Equipment. The Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes in increments of fifteen (15) minutes. 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 compensation for Construction Equipment or tools used for Changes with a replacement value of \$500.00 or less. Construction Equipment costs shall not exceed rental rates established by construction equipment rental agencies in the locality of the Site. The allowable rate for Construction Equipment includes compensation for rental costs, 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 incidental to the use of such Construction Equipment.
- 9.4.4. Mark-up on Costs of Changes to the Work. The allowance for mark-ups on the costs of the Change for all overhead (including home office, supervision and field overhead costs, including personnel costs; labor burdens on personnel costs; insurance premiums), 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 performing any portion of any Change. If a Change reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work; the Contract Price shall be reduced by the actual cost for the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.
- 9.4.5. Contractor Maintenance of Records. If the Contractor is directed to perform any Change pursuant to Article 9.1 or 9.2, the Contractor shall maintain detailed separate records on a daily basis for each separate Change. 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 any Change to the Work. Subcontractors shall maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent/Subcontractor's Superintendent and shall incorporate a statement that all information contained therein is true, accurate, complete and relates only to the Change referenced therein. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, Architect, Construction

Manager or Project Inspector upon request. If the Contractor fails or refuses, 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 by the District, the District's reasonable good faith determination of the adjustment to the Contract Price on account of such Change shall be final, conclusive and binding upon the Contractor. The Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, other Contractor obligations relating to Changes to the Work.

- 9.5. Adjustment to Contract Time. If any Change(s) are authorized by the District, 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
- 9.6. Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during performance of the Work, the District may elect, 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 they 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. If any Alternate Bid Item is added or deleted pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.
- 9.7. Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect 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: (i) be deemed 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, including without limitation: impacts of any kind; preparation and processing of any and all related RFIs, ASIs, Bulletins, FCDs, Quotes, and/or CCDs; inefficiencies; delay; acceleration; field and home office overhead; and any and all other incidental costs for all of the work described in the Change Order; (ii) incorporate adjustments to the Contract Time; and (iii) constitute the Contractor's waiver of rights of rights under Civil Code §1542. 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. The Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof; attempted or purported modifications or amendments are not binding upon the District and are null, void and unenforceable. Change Orders shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order.
- 9.8. Unilateral Change Order. A Unilateral Change Order is a written Change Order issued by or on behalf of the District before the Contractor and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to the Change reflected in a Unilateral Change Order. A Unilateral Change Order shall describe the scope and nature of the Change and set forth the adjustment to the Contract Time and Contract Price, if any. The District shall forward to the Contractor a copy of the Unilateral Change Order (for information only) at least five (5) days prior to the Board of Trustees' review and consideration of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor upon action of the District's Board of Trustees to ratify or approve such Unilateral Change Order. The objections, if any,

of the Contractor to the extent of adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order shall be submitted in writing by the Contractor to the District, Construction Manager and Architect not more than fifteen (15) days after the date of the District's Board of Trustees action to approve or ratify a Unilateral Change Order. The absence of the Contractor's written objections to a Unilateral Change Order within the time set forth above shall be deemed the Contractor's acceptance of the Contract Time and/or Contract Price adjustment set forth in a Unilateral Change Order for the Changes described therein and the Contractor shall be deemed to have knowingly waived any right to seek additional adjustments of the Contract Time or the Contract Price on account of Change(s) incorporated into such a Unilateral Change Order.

- 9.9. Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The issuance of a Change Order in connection with any Construction Change Directive is not a condition precedent to Contractor's obligation to promptly commence and diligently complete a Construction Change Directive. Upon completion of a Construction Change Directive, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price, the District shall issue a Unilateral Change Order for such Construction Change Directive.
- 9.10. Contractor Notice of Changes. If the Contractor claims 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 ("Potential Changes"), the Contractor shall notify the Project Inspector, Construction Manager and 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 Potential Changes. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Construction Manager, Project Inspector and Architect. Time is of the essence in Contractor's written notice pursuant to the preceding so that the District can promptly investigate and consider alternative measures to the address such Potential Changes. 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 Potential Changes 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 Potential Changes.
- 9.11. Disputed Changes. If any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change 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, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents.
- 9.12. 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.
- 9.13. 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 in strict conformity with the Contract Documents 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.

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 Work 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 in strict conformity with the Contract Documents shall be deemed a waiver of the same.
- 10.2. District's Coordination of Separate Contractors. The District shall coordinate the activities of the District's own forces and separate contractor(s) 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 Accepted Construction Schedule 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 of the District with a reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site.
- 10.4. Discrepancies or Defects. If any part of the Work depends for proper execution or results upon construction or operations by the District or a separate contractor to the District, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect, Construction Manager and Project Inspector any discrepancies or defects in such other construction that renders it unsuitable for such proper execution and results.

11. Tests; Inspections; Observations

- 11.1. Contractor's Notice. If the Contract Documents, Laws or any public authority with jurisdiction over the Work require the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, Construction Manager and Project Inspector 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 any portion of the Work subject to tests, inspection or approval is 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.
- 11.2. Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor.
- 11.3. 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 or the Laws. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by the Laws, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by the Laws. 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 Project Inspector, Construction Manager or Architect and not by the Contractor.

- 11.4. Additional Tests, Inspections and Approvals. If the Architect, Construction Manager, Project Inspector or public authorities having jurisdiction over any portion of the Work require additional testing, inspection or approval, the Architect, Project Inspector or Construction Manager will 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 Architect, Construction Manager and Project Inspector of when and where tests and inspections are to be made so the Construction Manager, Project Inspector and 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 services, the Architect or its consultants, the Construction Manager and Project Inspector in connection therewith.
- 11.5. 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, Project Inspector and Construction Manager.
- 11.6. 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. The Contractor shall be liable for delays to completion of the Work if the Contractor fails coordinate and timely schedule required tests, inspections or observations of the Work.

12. Uncovering and Correction of Work

- 12.1. Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, Construction Manager, Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect, Construction Manager or Project Inspector, be uncovered for observation by the Architect, Project Inspector and/or the Construction Manager and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.
- 12.2. Rejection of Work. Defective or Non-Conforming Work may be rejected by the District, Construction Manager, Architect or Project Inspector. The Contractor shall correct such rejected Work without 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 Project Inspector or even if they failed to observe the Defective or Non-conforming Work.
- 12.3. Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, Construction Manager, Architect or Project Inspector as Defective or Non-Conforming Work, 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 services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged Work, whether completed or partially completed.
- 12.4. 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.
- 12.5. 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 and at the expense of the Contractor.

- 12.6. Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Defective or Non-Conforming Work instead of requiring its removal and correction, in which case the Contract Price shall be equitably reduced.

13. Warranties

- 13.1. Workmanship and Materials. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or 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 or Non-Conforming Work and subject to repair, replacement or other remedial action by the Contractor to render such work in accordance the Contract Documents. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all Work; such warranty of the Contractor in addition, and not in lieu of, any warranty given by the manufacturer or supplier of such item.
- 13.2. Warranty Work. If, within two (2) years after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any Work is Defective, Non-Conforming, 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 within seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. If the Contractor fails or refuses 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, the District may, in the sole discretion of the District: (i) cause such corrective Work to be performed and completed; or (ii) upon notice and demand to the Performance Bond Surety, require the Surety to complete corrective work. If the District elects to complete corrective work under (i) above, the Contractor and the 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. The obligations of the Contractor hereunder are 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 incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws. Neither the District's Final Acceptance, the making of Final Payment, nor the use or occupancy of the Work, in whole or in part, by District shall 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 Contractor's warranty and guaranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

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 directs 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; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, 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. If the District directs suspension of the Work, the Contract Time shall be equitably adjusted to reflect the duration of the District's suspension of the Work.
- 14.3. Force Majeure. The Contractor and District are excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing by act of God, pandemic, epidemic, Governmental Authority, state of emergency, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
Should such an event take place which allows the Contractor and/or District to continue services under the agreement, Contractor will provide services following the recommendations, as well as description of mandatory safety and health standards, of the California Occupational Safety, Health Administration (Cal/OSHA), and District. Contractor shall also be responsible to monitor and follow Cal/OSHA, Center for Disease Control (CDC), Fresno County, and other applicable association guidelines and ordinances as it relates to the services provided.

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) the Contractor refuses or fails to prosecute the Work with diligence to achieve Substantial Completion of the Work within the Contract Time; (ii) the Contractor fails to achieve Substantial Completion of the Work within the Contract Time; (iii) 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; (iv) the Contractor repeatedly fails to supply sufficient skilled workmen or sufficient quantities of suitable materials or equipment; (v) the Contractor repeatedly fails to make payments to any Subcontractor, Material Suppliers or others for labor, materials or equipment furnished in connection with the Work; (vi) the Contractor disregards the Laws or other requirements of any public entity having jurisdiction over the Work; (vii) the Contractor disregards proper directives of the Architect, Construction Manager, Project Inspector or District; (viii) the Contractor performs Work which deviates from requirements of the Contract Documents and fails or refuses to correct such Work;

or (ix) 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 the Laws.

- 15.1.2. District's Rights Upon Termination. If 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 other items at or about the Site, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. The District shall have the sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work; the District shall not be required to obtain the lowest price for completion of the Work. If the District takes bids for completion of the Work, the Contractor is not eligible for award of such contract(s).
- 15.1.3. Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work, in which case the rights and obligations of the District and the Surety shall be as set forth in the Performance Bond. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above, provided that such action of the District shall not operate to modify, diminish or otherwise affect the liability of the Surety or Contractor to the District under the Contract Documents, Performance Bond or the Laws.
- 15.1.4. Assignment and Assumption of Subcontracts. Upon termination pursuant to the foregoing, 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/or assign the Subcontract or Purchase Order to the District or such other person or entity designated by the District.
- 15.1.5. Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not 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 the Surety shall be jointly and severally liable for payment of the difference to the District.
- 15.1.6. Conversion to Termination for Convenience. If 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.

15.1.7. District's Rights Cumulative. If 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 the Laws or under the Contract Documents.

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 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.

16. Miscellaneous

- 16.1. Governing Law; Interpretation. This Contract shall be governed by and interpreted pursuant to the laws of the State of California. The titles used in the Contract Documents are for convenience of reference only shall have no effect upon the 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. The neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.
- 16.2. Successors and Assigns. Unless 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 or 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 the Laws. 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 the Laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder.
- 16.4. Severability. If any provision of the Contract Documents is 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 assign the Contract or any obligation of the Contractor thereunder, in whole or in part, without the express prior written consent and approval of the District, which may be granted, conditioned or withheld in the

sole and exclusive discretion of the District.

- 16.6. Time of Essence. Time is of the essence in the Contractor's performance of its obligations under the Contract Documents.
- 16.7. Independent Contractor Status. The Contractor is an independent contractor to the District and not an agent or employee of the District.
- 16.8. 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: (i) personal delivery; or by (ii) 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. For 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. For mailed notices, such notice shall be deemed effective on the third (3rd) working day after deposit in the mail.
- 16.9. 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 or the Work, 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.
- 16.10. Claims Resolution.
 - 16.10.1. Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204") provided, however, that the Section 9204 procedures are expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.
 - 16.10.1.1. Claim Submittal and Documentation. Claims shall be submitted in strict compliance with Section 9204 submittal requirements and supported by documentation of: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis for District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.
 - 16.10.1.2. District Claim Review Statement. Within the time permitted by Section 9204 or such other time mutually agreed to by the District and the Contractor the District will review the Claim and provide the Contractor with a written statement ("Claim Review Statement") identifying the disputed and undisputed portions of the Claim ("Undisputed Claims" or "Disputed Claims"). If the District fails to provide the Claim Review Statement within the time permitted under Section 9204 or other time mutually agreed to by the District and the Contractor, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below.
 - 16.10.1.3. Meet and Confer.
 - 16.10.1.3.1. Meet and Confer Demand. Within the time permitted under Section

9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of Disputed Claims identified in the Claim Review Statement ("Meet and Confer"). The Contractor's Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request.

- 16.10.1.3.2. Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any Disputed Claim remains, the District shall provide the Contractor a written statement identifying the Undisputed Claims and the Disputed Claims ("Meet and Confer Statement").

16.10.2. Non-Binding Mediation.

- 16.10.2.1. Contractor Initiation. The Contractor may request non-binding mediation ("Mediation") of Disputed Claims identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the Disputed Claims subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.
- 16.10.2.2. Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.
- 16.10.2.3. Mediation Procedures. Mediation includes any non-binding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.
- 16.10.2.4. Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.
- 16.10.2.5. Post-Mediation Disputed Claims. Any Disputed Claims remaining after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.
- 16.10.2.6. Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to

commencement of a civil action or binding arbitration.

16.10.3. Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims is not made within the time established under Section 9204, the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due to the District from the Contractor under the Contract Documents is deemed payment of the Undisputed Claim.

16.10.4. Subcontractor Claims.

16.10.4.1. Subcontractor Claim Submittal. If a Subcontractor lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Procedures, requirements and time limits for submittal of Subcontractor Claims and processing of Subcontractor Claims shall be as set forth above for Contractor Claims, as augmented herein. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

16.10.4.2. Contractor Certification of Subcontractor Claim. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim establishing that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents. The District may summarily reject any Subcontractor Claim submitted without an accompanying duly completed and executed form of Contractor Certification of Subcontractor Claim.

16.10.4.3. District Review of Subcontractor Claim. Requests for District conduct of the Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.10.4.4. Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with

Government Code Claims requirements.

- 16.10.5. Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Disputed Claims remaining after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a “suit for money or damages” and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 (“Government Code Claims Process”). An express condition precedent to the Contractor’s initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings is the Contractor’s compliance with and exhaustion of the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.
- 16.10.6. Section 20104.4 Dispute Resolution Procedures; Claims Less Than \$375,000. Disputed Claims remaining after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which are equal to or less \$375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the Contractor in writing, the Mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- 16.10.7. Binding Arbitration of Claims Exceeding \$375,000.
- 16.10.7.1. JAMS Arbitration. Any Disputed Claims after completion of the Section 9204 procedures and the Government Code Claims Process which exceed \$375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services (“JAMS”) in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.
- 16.10.7.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor’s Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which

case an appropriate severance order shall be issued by the Arbitrator(s).

- 16.10.7.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 16.10.7.4. Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 16.10.7.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party.
- 16.10.7.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.
- 16.10.7.7. Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.
- 16.11. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, 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.

- 16.12. Provisions Required by the Laws Deemed Inserted. Each and every provision of the Laws and clause required by the Laws 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. Days. Unless otherwise expressly stated, references to "days" in the Contract Documents are calendar days.
- 16.14. 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]

SPECIAL CONDITIONS

1. Application of Special Conditions. These Special Conditions form a part of the Contract Documents for the Work generally described as: **WHCCD LEMOORE CAMPUS PAVING REPAIR.**
2. District Contract Documents to Contractor. Pursuant to Article 2.1.2 of the General Conditions, the District will, without charge or cost, provide one (1) set(s) of the Contract Documents in electronic PDF format to the Contractor.
3. Liquidated Damages. The Contractor is subject to assessment of Liquidated Damages as follows:
 - 3.1. Liquidated Damages for Delayed Project Substantial Completion. If a Contractor fails or refuses, for any reason, to achieve Substantial Completion of the Work within the Contract Time, the Contractor will be assessed Liquidated Damages in the amount of _____ Dollars (\$_____) per day from expiration of the Contract Time until Substantial Completion is achieved.
 - 3.2. Liquidated Damages for Delayed Completion of Punchlist Items. If the Contractor does not complete Punchlist Items noted upon Substantial Completion within the time established pursuant to the Contract Documents, the Contractor shall be assessed Liquidated Damages in the amount of _____ Dollars (\$_____) per day from the date established for completion of all Punchlist Items until all Punchlist Items are actually completed.
 - 3.3. District Withhold of Liquidated Damages; Performance Bond Surety. If a Contractor is subject to assessment of Liquidated Damages pursuant to the foregoing, the District may withhold such assessments from the Contractor Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price due the Contractor, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for Liquidated Damages liability of the Contractor which exceeds the remaining Contract Price balance.
4. Construction Manager. The Construction Manager is _____.
5. District Furnished Drawings and Specifications. Pursuant to Article 2.1.2 of the General Conditions, the District will furnish to the Contractor for use solely and exclusively in connection with performance of the Work an electronic copy of the Drawings and Specifications. Additional copies of the Drawings and Specifications may be reproduced by the Contractor at its cost and expense or may be obtained by the Contractor from the District at the cost of the District's cost of reproduction plus ten percent (10%).
6. Hours and Days of Work at the Site.
 - 6.1. Work Hours/Days. Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, except for holiday days.
 - 6.2. Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.
7. Facilities for the Project Inspector. The Contractor shall provide, without adjustment of the

Contract Price, for use by the Project Inspector, the District and Construction Manager the facilities, equipment, furnishings and services identified on Attachment B. All costs, fees, expenses or other charges for the following are included within the Contract Price.. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Special Conditions, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges, at the expense of the Contractor.

8. Contractor Personnel Parking. Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be limited, restricted, eliminated or modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's students, staff and visitors engaged in activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.

9. District Provided Temporary Utilities. Pursuant to Article 4.3.4 of the General Conditions, during the Contractor's performance of the Work, the District will provide utility services and a point of connection for no utility services. If the District provides any utility services: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. If provided by the District, the Contractor may use the temporary electrical power and domestic potable water service in connection with the Work provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an offsite source or mobile water delivery service. Further, notwithstanding the District providing a point of connection for the Contractor's telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor. Temporary distributions of District provided utility services at the Site will be by the Contractor without adjustment of the Contract Price or the Contract Time. Except for the District provided utility services and extent of temporary distributions thereof, each Contractor is responsible, without adjustment of the Contract Price or Contract Time for securing all utilities and utility services necessary for completion of the Work.

10. Mark-Ups on Changes to the Work. 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 the percentage of allowable direct actual costs for performance of the Change as set forth below. Please use Attachment C to Special Conditions for all Proposed Cost Changes.
 - 10.1. Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Choose an item..

- In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.
- 10.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).
- 10.3. Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of Two Percent (2%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.
- 10.4. Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.
11. Deferred Approval Items. The following Deferred Approval Items are incorporated into and made a part of the Work: none. The Contractor is responsible for timely preparing all materials necessary for DSA review and approval of Deferred Approval Items without adjustment of the Contract Time or the Contract Price.

**ACADEMIC CALENDAR
(Attachment A to Special Conditions)**

**CONTRACTOR PROVIDED FACILITIES, SERVICES, FURNISHINGS
AND EQUIPMENT FOR PROJECT INSPECTOR
(Attachment B to Special Conditions)**

PROJECT: WHCCD LEMOORE CAMPUS PAVING REPAIR

The Contractor shall provide and furnish the following for use by the Project Inspector for the entire duration of the Work at the Site, until Final Completion is achieved. All costs, fees, expenses or other charges for the following are included within the Contract Price.

Site Office Facility	
Site Office Furnishings	
Site Office Equipment	
Site Office Services	
Site Office Consumable Materials	
Other Items/Services	

FORMULA FOR PROPOSED COST CHANGE (Attachment C to Special Conditions)

PRIME CONTRACTOR (Work self-performed by Prime Contractor)			Amount
1.	Labor	Attach itemized hours and rates. Rates per prevailing scale of work classifications, including Fringe Benefits.	_____
2.	Labor Burden	Add Prime's actual Liability and Property Damage Ins., Worker's Comp. Ins., Social Security, Unemployment Taxes, not to exceed 30% of Item 1.	_____
3.	Material	Attach actual, itemized quantity and unit cost excluding sales tax.	_____
4.	Equipment	Attach invoices.	_____
5.	Subtotal (cost only)	Subtotal of Items 1, 2, 3 & 4.	_____
6.	O&P	Add Prime's Overhead & Profit, not to exceed 15% of Item 5.	_____
7.	Sales Tax	Add sales tax for item 3. Material	_____
8.	Subtotal	Subtotal of Items 5, 6 & 7.	_____
SUBCONTRACTOR (Work performed by a Subcontractor)			
9.	Labor	Attach itemized hours and rates. Rates per prevailing scale of work classifications, including Fringe Benefits	_____
10.	Labor Burden	Add Prime's actual Liability and Property Damage Ins., Worker's Comp. Ins., Social Security, Unemployment Taxes, not to exceed 30% of Item 9.	_____
11.	Material	Attach actual itemized quantity and unit cost excluding sales tax.	_____
12.	Equipment	Attach invoices.	_____
13.	Subtotal (cost only)	Subtotal of Items 9, 10 11 & 12	_____
14.	O&P	Add Subcontractor's Overhead & Profit to portions performed by Subcontractor, not to exceed 10% of Item 13.	_____
15.	Sales Tax	Add sales tax for item 11. Material	_____
16.	Subtotal	Subtotal of Items 13, 14 and 15.	_____
17.	Prime's O&P	If any work is performed by Subcontractors, add Prime's Overhead & Profit, not to exceed 5% of Item 16.	_____
18.	Subtotal	Subtotal of Items 16 & 17	_____

COMBINED TOTALS

19.	SUBTOTAL	Items 8 & 18.	
20.	BOND	Actual Bond Cost, not to exceed 2% of Item 19.	
21.	TOTAL	Items 19 and 20	

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment: _____
Date(s) of waiver and release: _____
Amount(s) of unpaid progress payment(s): \$ _____
- (4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: \$ _____

Exceptions

This document does not affect any of the following:

- (1) Retentions.
- (2) Extras for which the claimant has not received payment.
- (3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____
Name of Customer: _____
Job Location: _____
Owner: _____
Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____
Amount of Check: \$ _____
Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____
Claimant's Title: _____
Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: \$ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SECTION 011100
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes:

- 1. Project information.
- 2. Work covered by Contract Documents.
- 3. Access to site.
- 4. Coordination with occupants.
- 5. Work restrictions.
- 6. Specification and drawing conventions.
- 7. Preliminary Project Schedule.

- B. Related Sections:

- 1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

- A. Project Identification:

WHCCD Lemoore – Paving Replacement

555 College Ave, Lemoore, CA 93245)

Architect's Project Number: 25-13572

Owner's Project Number: xxxxxx

DSA File Number: xxxxx

DSA Application Number: xxxxxxx

- B. Owner:

West Hills Community College District

275 Phelps Ave.
Coalinga, CA 93210

Telephone: 559-934-2100
Contact: Shanna Ahrens

C. Architect:

TETER, Inc.
7535 North Palm Avenue, Suite 201
Fresno, California 93711

Telephone 559.437.0887
Contact: Aya Shitanishi

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
 - 1. Removal and Replacement of damaged paving sections and associated subgrade preparation
- B. Type of Contract: Project will be constructed under a single prime contract.

1.5 PHASED CONSTRUCTION

1.6 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limits on Use of Site: Limit use of Project site to the Project area indicated and site areas allowed for Contractor's use. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.7 COORDINATION WITH OCCUPANTS

- A. Partial Owner Occupancy: Owner will occupy the premises during entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.

1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 2. Provide not less than [72] <Insert number> hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied prior to Owner acceptance of the completed Work.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before limited Owner occupancy.
 3. Before limited Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of Work.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to between 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated. Work hours may be modified to meet Project requirements if approved by Owner and authorities having jurisdiction.
1. Submit a written request to the Architect for work hours outside of the indicted on-site hours; request subject to review by the Owner.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than 2 days in advance of proposed utility interruptions.
 2. Obtain Architect's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than 2 days in advance of proposed disruptive operations.
 2. Obtain Architect's and Owner's written permission before proceeding with disruptive operations.
- E. Smoking and Controlled Substance Restrictions: Use of tobacco products, alcoholic beverages, and other controlled substances on Project site is not permitted.
- F. Employee Screening: Comply with Owner's requirements for drug and background screening of Contractor personnel working on Project site.
1. Maintain list of approved screened personnel with Owner's representative.

1.9 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements shall be complied with by Contractor unless specifically stated otherwise.
- B. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
1. Where conflicts occur between Division 00 Contracting Requirements and Division 01 General Requirements, the most restrictive requirements shall apply; Architect shall make the final decision on which requirement(s) apply.
- D. Drawing and Specification Coordination:
1. Requirements for materials and products identified on Drawings are described in detail in the Specifications unless materials and products are described in detail on the Drawings.
 2. Generic terms are used to identify materials and products on the Drawings.
 3. Specifications establish minimum quality standards for products, materials, and installation requirements unless more stringent requirements are indicated on the Drawings; Drawings establish material and product location and quantity.
 4. Where requirements for materials and products indicated on the Drawings are not specified, provide heavy duty commercial grade products and materials.

1.10 PRELIMINARY PROJECT SCHEDULE

- A. The Preliminary Project Schedule is provided for Bidder's convenience and does not affect Contract Time requirements.

1.	First Advertisement	8/9/2026
2.	Second Advertisement	8/16/2026
3.	(Non) Mandatory Prebid Job Walk	8/20/2026 @ 10:00 AM
4.	Last day for submission for RFI	8/26/2026 @ 12:00 PM
5.	Last Addenda Issuance	8/31/2026 @ 4:00 PM
6.	Bid Opening	9/3/2026 @ 2:00 PM
7.	Estimated Notice of Award/Board Meeting	9/22/2026
8.	Notice to Proceed	9/27/2026
9.	On Site Construction Commences	9/30/2026
10.	Construction Completion	11/10/2026

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011103
ADDENDA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative requirements for Addenda issued prior to bid opening.
- B. Related Requirements:
 - 1. Division 00 Sections as applicable to contract requirements and modifications.
 - 2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 3. Division 01 Section "Contract Modification Procedures" for changes to the Contract Documents after award of the Contract.

1.3 NOTICE TO BIDDERS

- A. Addenda will be issued to registered plan holders for changes to the drawings and specifications during the bidding period prior to the bid opening. Addenda shall serve to clarify, revise, and supersede information in the Project Manual, Drawings, and previously issued Addenda. Portions of the Addenda affecting the Contract Documents will be incorporated into the Contract by enumeration of the Addendum in the Owner/Contractor Agreement.
- B. The Bidder shall acknowledge receipt of this Addendum in the appropriate space on the Bid Form.

1.4 GOVERNING AGENCY REVIEW AND APPROVAL

- A. Addenda shall be submitted to the Authority having Jurisdiction (AHJ) by the project Architect and shall be approved by the AHJ in order to be officially incorporated into the construction documents.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 011105
USE OF ARCHITECT'S ELECTRONIC FILES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes Administrative and procedural requirements for use of Architect's electronic Contract Document drawing files.
- B. Related Sections:
 - 1. Division 01 Section "Project Management and Coordination."
 - 2. Division 01 Section "Submittal Procedures."
 - 3. Division 01 Section "Project Record Drawings."

1.3 USE OF ARCHITECT'S ELECTRONIC FILES

- A. Architect may make available to Contractor digital data files of Architect's Drawings for use in preparing shop drawings, coordination drawings, and project record drawings.
 - 1. Electronic files will be available without charge.
 - 2. Architect makes no representations as to the accuracy or completeness of digital data files as they relate to Drawings.
 - 3. Files will be supplied digitally via email or FTP site and will be in PDF, DWG, or similar common format.
 - 4. Waiver of Liability: Contractor, Subcontractors, and Suppliers of this Project shall each execute a waiver of liability for each use of the Architects electronic files.
 - a. Waiver of Liability form shall be submitted to the Architect at the time or request for use of Architect's electronic data files.
 - b. Waiver of Liability form shall be the "ELECTRONIC DATA FILE DISTRIBUTION WAIVER OF LIABILITY FORM" included at the end of this Specification Section.
 - c. The use of the electronic files shall only be used for this Project and for the identified purposes noted in the Waiver of Liability form.
 - 1) Each entity shall be responsible for complying with the restrictions of the Liability Waiver form.
 - 2) Electronic Contract Document drawing files received from the architect shall not be duplicated without written permission of the Architect.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(Electronic Data File Distribution Waiver of Liability included on the following page)



TETER
ARCHITECTS ENGINEERS CONNECTED

ELECTRONIC DATA FILE DISTRIBUTION WAIVER OF LIABILITY

TETER

7535 North Palm, Suite 201
Fresno, California 93711

Project: _____

Intended Use: _____

Requested Documents: _____

Any electronic data, files or information provided under this Agreement are the property of the above listed Professionals and consultants (Team). It is understood and agreed that the information contained in these electronic data file shall not be copied or duplicated for any use other than the project for which they were created. It is understood by the undersigned that compatibility of this electronic media with other systems is not guaranteed, and conversion to other systems is done at the user's own risk.

The user hereby agrees and recognizes that designs, plans and data stored on electronic media including, but not limited to, computer disk and magnetic tape, may be subject to undetectable alteration and/or uncontrollable deterioration. It is agreed by the undersigned that the Team shall not be liable for the completeness or accuracy of any material provided on electronic media.

The undersigned agrees to defend, hold harmless and indemnify the Team and its officers, directors, employees, agents and consultants for any and all claims, losses, costs or damage whatsoever arising out of, resulting from, or in any way related to the use of electronic data files provided hereunder, whether that use is authorized or unauthorized. The user further agrees to defend, indemnify and hold harmless the Team its officers, directors, employees, agents and consultants from any and all claims, damages, losses, expenses and injuries arising out of the modification of the electronic data files by the user or by anyone obtaining said files through or from the user.

The Team bears no responsibility for the information in the electronic data files once it leaves the offices of **TETER**. The undersigned understands that the electronic data files are subject to applicable copyright laws of the United States and agrees to be bound by same. Upon our receipt of this agreement duly executed by an Officer of your firm you may request the Data files.

Name (Print/Sign): _____ Date: _____

Firm: _____

Phone and email: _____

Name (Print/Sign): _____ Date: _____

Firm: _____

Phone and email: _____

Name (Print/Sign): _____ Date: _____

Firm: _____

Phone and email: _____

SECTION 012500 SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related Sections:

1. Division 01 Section "DSA Hourly Fee Services" for DSA hourly fee services for review of changes to DSA approved Construction Documents.
2. Division 01 Section "Contract Modification Procedures" for changes to DSA approved Construction Documents."
3. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.
4. Divisions 02 through 33 Sections for specific requirements and limitations for substitutions.

1.3 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents.
 1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
 2. Substitutions for Convenience: Changes proposed by Contractor that are not required in order to meet other Project requirements but may offer advantage to the Owner.

REGULATORY REQUIREMENTS

- A. Division of the State Architect (DSA) Review and Approval: Substitutions resulting in changes to DSA approved Construction Documents may be considered a change requiring DSA review and approval and submission of a DSA Construction Change Document (CCD) form by the Architect.
 - 1. DSA Construction Change Documents shall be as specified in Division 01 Section "Contract Modification Procedures."
 - 2. DSA Hourly Fee Services for review of CCD's shall be as specified in Division 01 Section "DSA Hourly Fee Services."

1.5 SUBMITTALS

- A. Substitution Requests: Submit documentation identifying product or fabrication or installation method to be replaced. Include Specification Section number and title, and Drawing numbers and titles.
 - 1. Substitution Request Form: Use form provided at the end of this Section.
 - 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner 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. Include annotated copy of applicable specification section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Certificates and qualification data, where applicable or requested.
 - g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 - h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
 - j. 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 date of receipt of purchase order, lack of availability, or delays in delivery.
- k. Cost information, including a proposal of change, if any, in the Contract Sum.
 - l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 - m. 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.
3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later. Architect will not act on any Post-Bid Substitutions until 7 days following the submission of the Schedule of Values per Division 01 Section "Payment Procedures."
- a. Forms of Acceptance:
 - 1) Substitutions Prior to Bid: Addenda will be issued for substitutions accepted prior to bid.
 - 2) Substitutions After Award of Contract: Change Order, Construction Change Directive, or Architect's Supplemental Instructions for minor changes in the Work.
 - b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.6 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage qualified testing agency to perform compatibility tests recommended by manufacturers.

1.7 PROCEDURES

- A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.8 SUBSTITUTIONS

- A. Substitutions Prior to Bid: Architect will consider requests for substitution if received within 21 days prior to the submission of bids. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider bidder's request for substitution when the following conditions are satisfied.

- a. Substitutions prior to bid shall also be subject to the requirements of applicable Division 00 Specification Sections.
- b. Substitutions prior to bid shall comply with the requirements for Substitutions for Cause or Substitutions for Convenience as applicable.

2. Substitutions requested by bidders during the bidding period, and accepted by Addendum prior to award of the Contract, are considered as included in the Contract Documents.

B. Substitutions After Award of Contract: The Contractor after award of the Contract, as allowed by the General Conditions, may submit materials and methods to be considered for substitutions.

1. The following are not considered to be substitutions:

- a. Revisions to the Contract Documents requested by the Owner or Architect.
- b. Specified options of products and construction methods included in the Contract Documents.
- c. The Contractor's compliance with governing regulations and orders issued by governing authorities.

C. Substitutions for Cause: Submit requests for substitution immediately upon discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.

1. 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:

- a. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- b. Substitution request is fully documented and properly submitted.
- c. Requested substitution will not adversely affect Contractor's construction schedule.
- d. Requested substitution has received necessary approvals of authorities having jurisdiction.
- e. Requested substitution is compatible with other portions of the Work.
- f. Requested substitution has been coordinated with other portions of the Work.
- g. Requested substitution provides specified warranty.
- h. 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.

- D. Substitutions for Convenience: Architect will consider requests for substitution if received within 60 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
1. 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:
 - a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - b. Requested substitution does not require extensive revisions to the Contract Documents.
 - c. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - d. Substitution request is fully documented and properly submitted.
 - e. Requested substitution will not adversely affect Contractor's construction schedule.
 - f. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - g. Requested substitution is compatible with other portions of the Work.
 - h. Requested substitution has been coordinated with other portions of the Work.
 - i. Requested substitution provides specified warranty.
 - j. 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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(Substitution Request Form included on the following page)



Substitution Request Form

Corporate Headquarters
7535 N. Palm Ave. #201
Fresno, CA 93711

559.437.0887 T
559.438.7554 F
teterae.com

FOR: (Project Title)

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

SECTION	PARAGRAPH	SPECIFIED ITEM
_____	_____	_____

Proposed Substitution: _____

Attach complete technical data, including laboratory tests, if applicable.

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

Fill in the blanks below:

- A. Does the substitution affect dimension on Drawings:

- B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

- C. What affect does substitution have on other trades?

- D. Difference between proposed substitution and specified item?

- E. Manufacturer's guarantees of the proposed and specified items are:
_____ Same _____ Different (explain on attachment)
- F. Cost difference between proposed substitution and specified item - savings to Owner?

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item and will be at no additional cost to the Owner.

Submitted to the Architect by:

Signature: _____

Firm: _____

Address: _____

Date: _____

Telephone: _____

Remarks: _____

For Use by Design Consultant

Accepted _____

Accepted as Noted _____

Not Accepted _____

Received Too Late _____

By: _____

Date: _____

SECTION 012600
CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications including the following:
 - 1. Governing Agency approval.
 - 2. Bulletins.
 - 3. Architect's Supplemental Instructions.
 - 4. Architect's Change Directive.
 - 5. Requests for Proposals.
 - 6. Change Order Requests.
 - 7. Cost Change Directives.
 - 8. Change Orders.
 - 9. Weather related delays.
- B. Related Requirements:
 - 1. Division 00 Sections as applicable to contract requirements and modifications.
 - 2. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 3. Division 01 Section "DSA Hourly Fee Services" for fees charged by DSA for changes to the Construction Documents.
 - 4. Division 01 Section "Construction Progress Documentation" for contractor's construction schedule.

1.3 DEFINITIONS

- A. Contract Modification: A change to the Contract Agreement between the Owner and the Contractor affecting the Contract Documents, the Contract Time, and/or the Contract Amount.

1.4 GOVERNING AGENCY APPROVAL

- A. DSA Approval: Changes to DSA approved Construction Documents shall be reviewed and approved by DSA.
 - 1. Changes to DSA Approved Construction Documents shall comply with requirements of DSA Interpretive Regulation IR A-6, "Construction Change Document Submittal and Approval Process" and shall be accompanied by DSA Form 140 "Application for Submittal of Post-Approval Document."
 - 2. Architect shall be responsible for preparing Construction Change Documents and submitting documentation to DSA.
- B. DSA Hourly Fee Services: Changes to DSA approved Construction Documents shall be reviewed by DSA and shall be subject to DSA Hourly Fee Services. Charges will be made to the Owner by DSA.
 - 1. Where changes to DSA approved Construction Documents are the result of actions by the Contractor, the Contractor shall be liable for DSA Hourly Fee Services as described in Division 01 Section "DSA Hourly Fee Services."

1.5 BULLETINS

- A. Bulletins: A form used by the Architect for issuing Architect's Supplemental Instructions (ASI), Architect's Change Directives (ACD), and Requests for Proposals (RFP).

1.6 ARCHITECT'S SUPPLEMENTAL INSTRUCTION

- A. Architect's Supplemental Instruction (ASI): Supplemental instructions will be issued by the Architect authorizing minor changes in the Work not involving adjustment to the Contract Sum or the Contract Time.
 - 1. Architect's Supplemental Instructions will be issued via Bulletin and signed by the Architect.
 - 2. Contractor's Response: Contractor shall perform the work indicated in the Architect's Supplemental Instruction without adjustment to the Contract Sum or the Contract Time. If the Contractor determines that an adjustment to the Contract Sum or the Contract Time is necessary due to the Architect's Supplemental Instruction, the Contractor shall respond to the Architect's Supplemental Instruction as if it were an Architect/Owner initiated Request for Proposal.
- B. DSA Review and Approval: Architect's Supplemental Instructions affecting changes to the DSA Approved Construction Documents shall be subject to DSA review and approval; Architect shall submit applicable DSA CCD documentation to DSA for approval.

1.7 ARCHITECT'S CHANGE DIRECTIVE

- A. Architect's Change Directive (ACD): Architect's Change Directives will be issued by the Architect instructing the Contractor to proceed with a change in the Work for subsequent inclusion in a Change Order.
 - 1. Architect's Change Directives will be issued via Bulletin and signed by the Architect.
 - 2. Architect's Change Directives contain 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 by Contractor: Maintain detailed records on a time and material basis of work required by the Architect's Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. DSA Review and Approval: Architect's Change Directives affecting changes to the DSA Approved Construction Documents shall be subject to DSA review and approval; Architect shall submit applicable DSA CCD documentation to DSA for approval.

1.8 REQUEST FOR PROPOSALS

- A. Requests for Proposals: Requests for Proposals are Architect/Owner initiated requests for estimates of changes to the Contract Sum and/or Contract Time for proposed changes; Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. The description may include supplemental or revised Drawings and Specifications.
 - 1. Requests for Proposals will be issued by the Architect via Bulletin.
 - 2. Requests for Proposals are not authorization or instructions to either stop work in progress or execute proposed change(s).
 - 3. Contractor's Response: Within not more than 7 days after receipt of Request for Proposal, 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 costs of labor and supervision directly attributable to the change.
 - d. 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.
 - e. Quotation Form: Use forms acceptable to Architect.

- B. Architect's Response: Within 7 days after receipt of Contractor's response to Architect/Owner initiated Request for Proposal, Architect will:
1. Issue a Change Order or Cost Change Directive for accepted proposals.
 2. Notify the Contractor of unaccepted proposals.
 3. Issue an Architect's Change Directive where changes are necessary for the progress of the Work and changes to the Contract Sum and the Contract Time are in dispute.

1.9 CHANGE ORDER REQUEST

- A. Change Order Request (COR): Change Order Requests are documents initiated by the Contractor requesting a Contract Modification due to unforeseen conditions, or latent or changed conditions.
1. Change Order Request Form: Use form acceptable to Architect.
 2. Include a statement outlining reasons for the Change Order Request 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.
 3. 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.
 4. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 5. Include costs of labor and supervision directly attributable to the change.
 6. 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.
 7. Comply with requirements in Division 01 Section "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
- B. Architect's Response: Within 7 days after receipt of Contractor's Change Order Request, Architect will:
1. Issue a Cost Change Directive for accepted Change Order Requests that do not require changes to the approved Construction Documents.
 2. Issue a Change Order and/or Cost Change Directive for accepted Change Order Requests that require changes to the approved Construction Documents.
 - a. Where Change Order Requests require changes to the Contract Documents, Architect will provide a detailed description of proposed changes in the Work via Change Order.
 3. Issue an Architect's Change Directive where changes are necessary for the progress of the Work and changes to the Contract Sum and the Contract Time are in dispute.
 4. Notify the Contractor of unaccepted proposals.

1.10 COST CHANGE DIRECTIVE (CCD)

- A. Cost Change Directive: A Cost Change Directive is a document issued by the Architect notifying Contractor of Owner's acceptance of changes to the Contract Sum proposed by the Contractor.

1.11 CHANGE ORDERS

- A. Change Orders: Change orders are a document defining Contract Modifications; upon Owner's approval of proposed Contract Modifications, Architect will issue a Change Order for signatures of Owner and Contractor on form provided by Architect.
- B. DSA Review and Approval: Change Orders affecting changes to the DSA Approved Construction Documents shall be subject to DSA review and approval; Architect shall submit applicable DSA CCD documentation to DSA for approval.

1.13 WEATHER RELATED DELAYS

- A. Extensions of contract time for delays caused by the effects of weather are justified only when rain or other weather conditions or related adverse soil conditions prevent the Contractor from productively performing controlling items of work resulting in the Contractor being unable to work at least 50% of the normal work day on predetermined controlling work items or the contractor must make major repairs to work damaged by weather provided the damage was not attributable to a failure to perform or neglect by the contractor.
- B. Justification for weather related delays shall demonstrate the following:
 - 1. The delay is within the terms and time frame of the contract.
 - 2. The activity delayed had a direct effect on the project end date (The work item(s) affected is on the critical path).
 - 3. The weather event occurred in excess of the anticipated weather for the season for the project location.
 - 4. There is documentation of which specific activities were delayed on each weather occurrence.
- C. Compensation: The Contractor will be granted a time extension only for justified weather-related delays for the number of days as accepted by the Architect, no monetary compensation will be granted (Weather event related delays are outside of the control of the Contractor and the Owner, and both parties share in the cost of time and expense).

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012605
DSA HOURLY FEE SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- B. Division of the State Architect (DSA) Interpretive Regulation IR A-30 "DSA Hourly Fee Services" latest edition (Document is available on DSA's website under "Publications;" Interpretive Regulations (IRs); A- Administrative; IR-30).

<https://www.dgs.ca.gov/dsa/>

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for DSA Hourly Fee Services associated with changes to DSA approved Construction Documents.
- B. Related Requirements:
 - 1. Division 00 Sections as applicable to contract requirements and modifications.
 - 2. Division 01 Section "Addenda."
 - 3. Division 01 Section "Substitution Procedures."
 - 4. Division 01 Section "Contract Modification Procedures."
 - 5. Division 01 Section "Payment Procedures."
 - 6. Division 01 Section "Submittal Procedures."
 - 7. Division 01 Section "Product Requirements."

1.3 DSA HOURLY FEE SERVICES

- A. General: Changes to DSA approved Construction Documents shall be documented by the use of DSA Construction Change Document (CCD) forms. CCD forms shall be submitted to DSA by the Architect.
 - 1. Refer to Division 01 Section "Contract Modification Procedures" for additional information regarding DSA CCD's.
- B. DSA Hourly Fee Services: Changes to DSA approved Construction Documents shall be reviewed by DSA and shall be subject to DSA Hourly Fee Services for review at a rate established by DSA IR A-30. Charges will be made to the Owner by DSA.
 - 1. Hourly Rate: Rate per hour as established by DSA IR A-30, latest edition.

- C. Bidder's Responsibility: Prior to bidding, where a bidder's request for substitution or similar action results in a change requiring DSA Hourly Fee Services, bidder shall submit a deposit to the Architect for reimbursement for DSA Hourly Fee Services. The deposit amount shall be established by the Architect, a minimum of one hour of DSA Hourly Fee Services (hourly rate as established by DSA IR A-30) will not be refundable. Deposits shall be made payable to the Owner.
- D. Contractor's Responsibility: When a contractor's action results in a change requiring DSA Hourly Fee Services, charges by DSA to the Owner will be deducted from the Contract Sum and the Architect will issue a Change Order on a quarterly basis to adjust the Contract Sum.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 012613
REQUEST FOR INFORMATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative provisions for preparation, submittal and response to Contractor's Request for Information (RFI's) during construction of project.

1.3 DEFINITIONS

- A. RFI, Request for Information: Request from Contractor seeking information required by or clarification of the Contract Documents.

1.4 SUBMITTALS

- A. RFI Submittals: Submit RFI's via email as PDF electronic files; include attachments in PDF electronic file format.

1.5 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
 - 1. Architect will return without response those RFIs submitted to Architect by other entities controlled by Contractor.
 - 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Form: Use RFI form included at end of this Section or form acceptable to Architect. Upon request from the Contractor, the form at the end of this section will be made available in WORD format from the Architect.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond.
1. Allow 10 working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 2. Architect will not act on any RFI's until 7 days following the submission of the Schedule of Values per Division 01 Section "Payment Procedures."
 3. The following RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.
 - f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 4. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
 5. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 01 Section "Contract Modification Procedures."

- a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response.
6. Distribution: The Architect shall distribute one electronic copy of each completed RFI review to the Contractor and the Owner.
- E. Regulatory Requirements: Architect's responses that modify the Contract Documents affecting Structural Safety, Fire and Life Safety, and/or Access Compliance shall be submitted to the Division of the State Architect for review and approval.
 1. Changes to DSA approved Construction Documents shall be as specified in Division 01 Section "Contract Modification Procedures."
- F. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the sequential RFI number. Submit log weekly unless otherwise directed in writing by Architect. Include the following:
 1. Project name.
 2. Name and address of Contractor.
 3. Name and address of Architect.
 4. RFI number including RFIs that were returned without action or withdrawn.
 5. RFI description.
 6. Date the RFI was submitted.
 7. Date Architect's response was received.
- G. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within 7 days if Contractor disagrees with response.
- H. Contractor's Expense for RFI's: Architect will review and respond to legitimate RFI's at no additional cost to the Contractor. RFI's determined by the Architect to be flagrant or unnecessary will have the expense for the Architect's time paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect's standard hourly rate schedule in effect at the time the work is performed with a minimum of one hour for each flagrant or unnecessary RFI.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

(REQUEST FOR INFORMATION form included on the following page)



Request for Information

Corporate Headquarters
7535 N. Palm Ave. #201
Fresno, CA 93711

559.437.0887 T
559.438.7554 F
teterae.com

Project:

Project Title

TETER Project No.

123 Street Address

City, State, Zip

From:

Name

Company Name

To:

Name

Title or Department

TETER

123 Street Address

City, State, Zip

Client Project No.

DSA File No.

DSA Appl No.

Drawing: _____

Detail No. _____

Specification: _____

Addendum: _____

Date:

Request for Information No. _____

☐ Deviation from Contract Docs

☐ Correction of Non-Compliant Work

Respond by:

Priority

(Low) 1 2 3 4 5 (High)

Subject: _____

Information Requested:

Contractor's Recommendation:

Probable Cost Effect: _____ Probable Time Effect: _____

Architect's Response:

Disclaimer

The work shall be carried out in accordance with the above supplemental instructions pursuant the Contract Documents, without change in the Contract Sum or Contract Time. Proceeding with the Work, according to these instructions, indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time. If the Contractor considers that this response requires a change in the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an item proposal.

SECTION 013233
PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs.
 - 2. Concealed Work photographs.
 - 3. Periodic construction photographs.
- B. Related Sections:
 - 1. Division 02 Section "Selective Demolition" for photographic documentation before building demolition operations commence.
 - 2. Division 31 Section "Site Clearing" for photographic documentation before site clearing operations commence.

1.3 SUBMITTALS

- A. Digital Photographs: Submit image files at monthly intervals coinciding with the cutoff date associated with each Application for Payment.
 - 1. Submit photos by uploading to Project FTP site. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description:
 - a. Date photograph was taken.
 - b. Description of location, vantage point, and direction.
 - c. Unique sequential identifier keyed to accompanying key plan.
 - 3. Key Plan: Include key plan of Project site and/or building(s) indicating location and direction of each photograph or group of photographs. Include same information as corresponding photographic documentation.

1.4 PHOTOGRAPHIC FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels. Use flash in low light levels or backlit conditions.
- B. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- C. File Names: Name media files with location or area photograph was taken, date, and sequential numbering suffix.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. General: Take photographs with maximum depth of field and in focus.
- B. Key Plan: Maintain key plan with each set of construction photographs that identifies each photographic location.
- C. Preconstruction Photographs: Before commencement of the Work, take photographs of Project site and adjacent areas, including existing items to remain during construction, from different vantage points, as necessary to record preconstruction conditions.
 - 1. Take additional photographs as needed to record settlement or cracking of existing adjacent structures, pavements, and improvements.
- D. Periodic Construction Photographs: Take photographs to record construction progress at not greater than bi-weekly intervals with the cutoff date associated with each Application for Payment. Select vantage points to show status of construction and progress since last photographs were taken.
- E. Concealed Work Photographs: Before proceeding with installing work that will conceal other work, take photographs sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:
 - 1. Underground utilities.
 - 2. Underslab services.
 - 3. Piping.
 - 4. Electrical conduit.
 - 5. Waterproofing and weather-resistant barriers.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Submittal schedule requirements.
2. Administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
3. Cost for multiple resubmittals.

B. Related Sections:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the schedule of values.
2. Division 01 Section "Project Management and Coordination" for submitting coordination drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
4. Division 01 Section "Photographic Documentation" for submitting preconstruction photographs, periodic construction photographs, and final completion construction photographs.
5. Division 01 Section "Quality and Testing Requirements" for submitting test and inspection reports, and schedule of tests and inspections.
6. Division 01 Section "Closeout Procedures" for submitting closeout submittals and maintenance material submittals.
7. Division 01 Section "Operation and Maintenance Data" for submitting operation and maintenance manuals.
8. Division 01 Section "Project Record Drawings" for submitting record Drawings.
9. Division 01 Section "Demonstration and Training" for submitting video recordings of demonstration of equipment and training of Owner's personnel.

1.3 SUBMITTAL SCHEDULE

- A. Submittal Schedule: Submit as a submittal, a list of submittals arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates.

Include additional time required for making corrections or modifications to submittals noted by the Architect and additional time for handling and reviewing submittals required by those corrections.

1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
2. Initial Submittal: Submit concurrently with start-up construction schedule. Include submittals required during the first 60 days of construction. List those submittals 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.
 - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
 - a. Scheduled date for first submittal.
 - b. Specification Section number and title.
 - c. Name of subcontractor.
 - d. Description of the Work covered.
 - e. Scheduled date for Architect's final release or approval.
 - f. Scheduled dates for purchasing.
 - g. Scheduled date of fabrication.
 - h. Scheduled dates for installation.
 - i. Activity or event number.

1.4 SUBMITTAL FORMAT AND PROCEDURES

- A. General: Prepare and submit submittals required by individual Specification Sections.
 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
 2. Architect will not review submittals received from sources other than the Contractor.
- B. Electronic Digital Submittals: Prepare submittals as PDF package unless otherwise indicated, incorporate complete information into each PDF file, name PDF file with submittal number, and transmit submittal package to Architect via email.
 1. Paper Submittals: Where paper submittals are requested, necessary, or required in lieu of electronic submittals, prepare submittals in paper form and deliver to Architect. Transmit each paper submittal using transmittal form. Comply with the following:
 - a. Place a permanent label or title block on each submittal item for identification; include name of firm or entity that prepared submittal.

- b. Provide a space approximately 6 by 8 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 - c. Number of Copies: Submit not less than three paper copies of each submittal unless otherwise indicated. Architect will return two copies.
 - d. Transmittal for Submittals: Assemble each submittal individually and appropriately for transmittal and handling. Transmit each submittal using transmittal form.
- C. Submittal Cover Page Information: Include the following information on the submittal cover page for each submittal:
 - 1. Project name.
 - 2. Date.
 - 3. Name of Architect.
 - 4. Name of Contractor.
 - 5. Name of firm or entity that prepared submittal.
 - 6. Names of subcontractor, manufacturer, and supplier.
 - 7. Unique submittal number, including revision identifier. Include Specification Section number with sequential alphanumeric identifier and alphanumeric suffix for resubmittals.
 - 8. Number and title of Specification Section, with paragraph number and generic name for each of multiple items.
 - 9. Drawing number and detail references, as appropriate.
 - 10. Indication of full or partial submittal.
 - 11. Location(s) where product is to be installed, as appropriate.
 - 12. Other necessary identification.
 - 13. Remarks.
 - 14. Signature of transmitter.
 - 15. Contractor's review/approval stamp of size required by contractor, approximately 3 inches by 3 inches, on or beside title block to record Contractor's review and approval.
 - 16. Space for Architect's review stamp of not less than 4 inches wide by 3-1/2 inches high on or beside title block to record Architect's review stamp and action taken by Architect.
- D. Product Options:
 - 1. Clearly identify options requiring selection by Architect.
 - 2. Clearly identify product options required to comply with the Contract Documents.
- E. Deviations and Additional Information: On each submittal, clearly indicate deviations from requirements in the Contract Documents, including minor variations and limitations; include relevant additional information and revisions, other than those requested by Architect on previous submittals. Indicate by highlighting on each submittal or noting on attached separate sheet.
- F. Field Conditions: Indicate field conditions where applicable to the work associated with the submittal.

- G. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
 3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
 4. Coordinate timing of submitting submittals for related parts of the Work specified in different Sections so processing will not be delayed because of need to review related 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.
- H. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 14 calendar days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 14 calendar days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow 21 calendar days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Architect and to Architect's consultants, allow 14 calendar days for review of each submittal. Submittal will be returned to Architect before being returned to Contractor.
 - a. Submit one copy of submittal to concurrent reviewer in addition to specified number of copies to Architect.
- I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.

- J. 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.
- K. Use for Construction: Retain complete copies of submittals on Project site. Use only final submittals that are marked with acceptable notation from Architect's action stamp.

1.5 SUBMITTAL REQUIREMENTS

- A. 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 published data are unsuitable 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 catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 - 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams that show factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.
 - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
 - 5. Submit Product Data before Shop Drawings, and before or concurrently with Samples.
- B. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
 - 1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Identification of products.
 - b. Schedules.
 - c. Compliance with specified standards.
 - d. Notation of coordination requirements.

- e. Notation of dimensions established by field measurement.
 - f. Relationship and attachment to adjoining construction clearly indicated.
 - g. Seal and signature of professional engineer if specified.
 - 2. Drawing Sheet Size: Except for templates, patterns, and similar full-size Drawings, prepare Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
 - 3. Submit Shop Drawings in PDF format unless otherwise indicated.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other materials.
- 1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 - 2. Identification: Permanently attach label on unexposed side of Samples that includes the following:
 - a. Project name and submittal number.
 - b. Generic description of Sample.
 - c. Product name and name of manufacturer.
 - d. Sample source.
 - e. Number and title of applicable Specification Section.
 - f. Specification paragraph number and generic name of each item.
 - 3. Submit samples in PDF format unless physical samples are required.
 - 4. 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 Owner's property, are the property of Contractor.
 - 5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one 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.
 - 6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or 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.

a. Number of Samples: Submit three (3) sets of Samples. Architect will retain two (2) Sample sets; remainder will be returned.

- 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three (3) sets of paired units that show approximate limits of variations.

D. Product Schedule: As required in individual Specification Sections, 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 indicated in the Contract Documents or assigned by Contractor if none is indicated.
2. Manufacturer and product name, and model number if applicable.
3. Number and name of room or space.
4. Location within room or space.

E. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.

F. Design Data: Prepare and submit written and graphic information indicating compliance with indicated performance and design criteria in individual Specification Sections. Include list of assumptions and summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Number each page of submittal.

G. Certificates:

1. Certificates and Certifications Submittals: Submit a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity. Provide a notarized signature where indicated.
2. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
3. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
4. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

5. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
6. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

H. Test and Research Reports:

1. Compatibility Test Reports: Submit 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.
2. Field Test Reports: Submit written reports 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 in the Contract Documents.
3. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
4. Preconstruction Test Reports: Submit 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 in the Contract Documents.
5. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. 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.
6. Research Reports: Submit 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:
 - a. Name of evaluation organization.
 - b. Date of evaluation.
 - c. Time period when report is in effect.
 - d. Product and manufacturers' names.
 - e. Description of product.
 - f. Test procedures and results.
 - g. Limitations of use.

1.6 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are insufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF file(s) of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
 - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

1.7 CONTRACTOR'S REVIEW

- A. Contractor's Review of Submittals: Contractor shall review each submittal and check for completeness, coordination with other Work of the Contract, and compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Contractor's Approval: Indicate Contractor's approval for each submittal with a uniform approval stamp. Include 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.
 - 1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
 - 2. Contractor's approval shall certify the following actions by the Contractor:
 - a. Field measurements have been determined, verified, and indicated on submittal.
 - b. Field conditions have been verified and coordinated with Work associated with the submittal.
 - c. The Work associated with the submittal is in conformance with the Contract Documents.
 - d. Work being performed by various subcontractors and trades is coordinated with Work associated with the submittal including work being performed by others for the Owner.
 - e. Deviations from the Contract Documents are identified and notes.

1.8 ARCHITECT'S REVIEW

- A. Architect's Review and Action: Architect will review each submittal, indicate corrections or revisions required, mark with an action stamp indicating one of the following actions, and return it.
 - 1. Reviewed: Final unrestricted release, work may proceed, provided it complies with the Contract Documents.
 - 2. Furnish as Corrected: Final but restricted release, work may proceed, provided written confirmation is delivered to Architect by Contractor that installed work complied with notations and corrections on submittal and with Contract Documents.

3. Revise and Resubmit: Returned for resubmittal, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.
 4. Rejected: Submittal content varies from the Contract Documents and is not acceptable for use on the Project, do not proceed with work. Revise submittal in accordance with notations thereon, and resubmit without delay to obtain an acceptable action marking. Do not allow submittals with this marking (or unmarked submittals where a marking is required) to be used in connection with performance of the Work.
- B. Non-conforming Submittals: The following are considered non-confirming submittals and will not be reviewed by the Architect.
1. Architect will not review submittals received from Contractor that do not have Contractor's review and approval.
 2. Architect will not review submittals received from sources other than the Contractor.
 3. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
 4. Incomplete submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- C. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

1.9 COST FOR MULTIPLE RESUBMITTALS

- A. Contractor's initial submittal and one resubmittal are included in the Architect's Construction Administration services to the Owner. Architect's services for review of subsequent resubmittals will be charged to the Owner at the Architect's current billing rate, and the Owner will deduct the charges from the Contract Amount by a change order.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 014000
QUALITY AND TESTING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control including but not limited to the following:
 - 1. General quality requirements.
 - 2. Reports and documents.
 - 3. Contractor's responsibilities for testing and inspections.
 - 4. Project Inspector.
 - 5. Testing Agency.
 - 6. Governing agency testing and inspection requirements.
- 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-assurance and 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 other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Requirements:
 - 1. Divisions 02 through 33 Sections for specific test and inspection requirements.
- D. DSA Testing and Inspection Requirements for School Construction: The following requirements are per the Division of the State Architect (DSA); requirements indicated below may be repeated elsewhere in this Section or in other Sections of the Project Manual, where conflicts occur, the most stringent condition shall apply.
 - 1. Tests:

- a. The owner will select an independent testing laboratory, approved by DSA, to conduct the tests. Selection of the material required to be tests shall be by the laboratory or the Owner's representative and not by the Contractor.
 - b. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested, in order that the Owner 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.
 - d. The Owner will pay testing laboratory costs for all tests and inspections, but may be reimbursed by the Contractor for such costs under the Contract documents.
2. Tests Reports: 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 defiantly whether or not the material or materials tested comply with requirements.
3. Verification of Test Reports: 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.
4. Inspection by the Owner:
- a. The Owner 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.
 - b. The Owner 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 Owner. If the Contractor does no correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge expense to the Contractor.
 - c. Should it be considered necessary or advisable by the Owner 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.

5. Owner's Project Inspector:

- a. A Project Inspector employed by the Owner, and approved by DSA, in accordance with the requirements of the California Code of Regulations, Title 24 will be assigned to the work. The Project Inspector's duties are defined in Title 24, Part I, Sec. 4-342.
- b. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Project Inspector. The Project Inspector shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Project Inspector reasonable facilities for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress and manner of the work and the character of materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this contract.

1.3 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).
- D. Mockups: Full-size physical assemblies that are constructed either as freestanding temporary built elements or as part of permanent construction. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.
 1. Laboratory Mockups: Full-size physical assemblies constructed and tested at testing facility to verify performance characteristics.
 2. Integrated Exterior Mockups: Mockups of the exterior envelope constructed on-site as freestanding temporary built elements or as indicated in-place portions of permanent construction, consisting of multiple products, assemblies, and

subassemblies, with cutaways enabling inspection of concealed portions of the Work.

- a. Include each system, assembly, component, and part of the exterior wall and/or roof to be constructed for the Project. Colors of components shall be those selected by the Architect for use in the Project.
 3. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.
 4. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.
- E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.
- F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- H. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.
- I. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- J. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

1.4 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

- B. Delegated-Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. 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. Refer uncertainties to Architect for a decision before proceeding.

1.6 INFORMATIONAL SUBMITTALS

- A. Reports: Prepare and submit certified written reports and documents as specified.

1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Reports shall be prepared by the person performing the testing and inspecting. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates 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.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather 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 reinspecting.

- B. Governing Agency Verified Reports: Complete and submit Verified Reports as required by the Division of the State Architect and the California Administrative Code, Section 4-336. Reports are required to be completed by Architect, Architect's consulting Engineers, Owner's Project Inspector, Contractor, and Testing Agency.
1. Form:
 - a. DSA form DSA-6C for Contractor.
 - b. DSA form DSA-6PI for Project Inspector.
 - c. DSA form DSA-6A/E for Architect and Architect's consulting Engineers.
- C. Manufacturer's Technical Representative's Field Reports: Provide written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Reports shall be prepared by Manufacturer's technical representative performing the testing and inspecting. Include the following:
1. Name, address, telephone number, and email address of technical 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.
- D. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Reports shall be prepared by Factory-authorized service representative performing the testing and inspecting. Include the following:
1. Name, address, telephone number, and email address of factory-authorized service representative making report.
 2. Statement that equipment complies with requirements.
 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 4. Statement whether conditions, products, and installation will affect warranty.
 5. Other required items indicated in individual Specification Sections.
- E. Permits, Licenses, and Certificates: For Owner'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.

1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. 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, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. 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.
- 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. Professional Engineer Qualifications: A professional engineer who is legally licensed to practice in the state 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 in material, design, and extent to those indicated for this Project.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- G. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- H. 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.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a written report of each test, inspection, and similar quality-assurance service to Architect, 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 of size indicated.
 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 3. Notify Architect seven days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Architect's approval of mockups before starting corresponding Work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
 8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 10. Demolish and remove mockups when directed unless otherwise indicated.
- K. Integrated Exterior Mockups: Construct integrated exterior mockup as indicated on Drawings or as specified in individual specification Sections. Coordinate installation of exterior envelope materials and products for which mockups are required in individual

Specification Sections, along with supporting materials. Comply with requirements in "Mockups" Paragraph.

1. Coordinate construction of the mockup to allow observation of air barrier installation, flashings, air barrier integration with fenestration systems, and other portions of the building air/moisture barrier and drainage assemblies, prior to installation of veneer, cladding elements, and other components that will obscure the work.

1.9 PROJECT INSPECTOR

- A. General: Owner will employ a Project Inspector for continuous inspection of the Work. Project Inspector shall be acceptable to Architect and approved by the Division of the State Architect.

1. Project Inspector shall act under the direction of the Architect and shall be subject to supervision by a representative of the Division of the State Architect.

- B. Qualifications for Project Inspector: Qualifications for the Project Inspector shall be as stated in the California Code of Regulations, Title 24, Part 1, California Administrative Code, Section 4-333.1. Project Inspector shall be DSA certified under one of the following classes:

1. Class 1: May inspect any project.
2. Class 2: May inspect any project except a project containing one or more new large structures with a primary lateral load resisting system of steel, masonry, or concrete.
3. Class 3: May inspect projects containing alterations to approved buildings, site placement of relocatable buildings, and construction of minor structures.
4. Class 4: May inspect site placement of relocatable buildings and associated site work.

- C. Duties of the Project Inspector: Duties of the Project Inspector shall be as stated in the California Code of Regulations, Title 24, Part 1, California Administrative Code, Sections 4-333(b) and 4-342, and include the following:

1. Provide continuous inspection of the work.
2. Maintain files and records of approved plans and specifications including addenda and change orders.
3. Prepare semi-monthly reports of the progress of the work and submit copies to the Architect and the Division of the State Architect.
4. Notify the Division of the State Architect at the following times:
 - a. At the start of construction of the project or restart of construction if work has suspended for a period of 2 or more weeks.
 - b. At least 48 hours in advance of the time when foundation trenches will be complete, ready for footing forms.
 - c. At least 48 hours in advance of the first placement of foundation concrete and 24 hours in advance of any subsequent or significant concrete placement.

- d. When all work on the project has been suspended for a period of more than 2 weeks.
5. Prepare and maintain records of certain phases of construction including but not limited to the following:
 - a. Concrete placing operations. Show date and time of placing concrete and the time and date of removal of forms in each portion of the structure.
 - b. Welding operations. The record shall include identification marks of welders, lists of defective welds, and manner of correction of defects.
6. Notify the Contractor, in writing, of any deviations from the approved construction documents.
7. Prepare and submit Project Inspector's Verified Report as required by DSA.

1.10 QUALITY CONTROL

- A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to conduct tests and inspections required by authorities having jurisdiction. Testing agency shall be acceptable to Architect and the Division of the State Architect. Requirements for tests and testing agency shall be as stated in the California Code of Regulations, Title 24, Part 1, California Administrative Code, Section 4-335.
 1. Costs for testing agency services will be paid by the Owner.
 2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be paid by the Owner and the amount will be deducted from the Contract Sum by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
 4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
7. 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:
 - a. Access to the Work.
 - b. Incidental labor and facilities necessary to facilitate tests and inspections.
 - c. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
 - d. Facilities for storage and field curing of test samples.
 - e. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - f. Security and protection for samples and for testing and inspecting equipment at Project site.
8. Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
 - a. Schedule times for tests, inspections, obtaining samples, and similar activities.
9. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.
 - a. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
 - b. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
 1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct tests and inspections.

4. Prepare written reports of tests and inspections, state in each report whether tested and inspected Work complies with or deviates from requirements, and submit reports of each test, inspection, and similar quality-control service to Architect, Division of the State Architect, and Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.
- E. 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 as specified in Division 01 Section "Submittal Procedures."
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

1.11 TESTS AND INSPECTIONS

- A. Structural Tests and Inspections shall be as specified in Division 02 through 33 Sections for specific materials and as required by form DSA-103 which lists tests and inspections required by DSA as applicable to Project conditions.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Division 01 Section "Execution."
- 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.

END OF SECTION

SECTION 014200
REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the Conditions of the Contract.
- B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract. Architect's approval does not release the Contractor from the responsibility to fulfill Contract requirements.
- C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "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," and "specified" have the same meaning as "indicated."
- E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": Unload, temporarily store, unpack, assemble, erect, place, anchor, apply, work to dimension, finish, cure, protect, clean, and similar operations at Project site.
- H. "Provide": Furnish and install, complete and ready for the intended use.
- I. "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.

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.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
 - 1. For standards referenced by applicable building codes, comply with dates of standards as listed in building codes.
- C. Copies of Standards: Each entity engaged in construction on Project should 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.

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 indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."
- 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. This information is believed to be accurate as of the date of the Contract Documents.
 - 1. IAPMO - International Association of Plumbing and Mechanical Officials; www.iapmo.org.
 - 2. ICC - International Code Council; www.iccsafe.org.
 - 3. ICC-ES - ICC Evaluation Service, LLC; www.icc-es.org.
- 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. Information is subject to change and is up to date as of the date of the Contract Documents.
 - 1. COE - Army Corps of Engineers; www.usace.army.mil.
 - 2. CPSC - Consumer Product Safety Commission; www.cpsc.gov.
 - 3. DOC - Department of Commerce; National Institute of Standards and Technology; www.nist.gov.
 - 4. DOD - Department of Defense; www.quicksearch.dla.mil.
 - 5. DOE - Department of Energy; www.energy.gov.
 - 6. EPA - Environmental Protection Agency; www.epa.gov.

7. FAA - Federal Aviation Administration; www.faa.gov.
8. FG - Federal Government Publications; www.gpo.gov.
9. GSA - General Services Administration; www.gsa.gov.
10. HUD - Department of Housing and Urban Development; www.hud.gov.
11. LBL - Lawrence Berkeley National Laboratory; Environmental Energy Technologies Division; www.eetd.lbl.gov.
12. OSHA - Occupational Safety & Health Administration; www.osha.gov.
13. SD - Department of State; www.state.gov.
14. TRB - Transportation Research Board; National Cooperative Highway Research Program; The National Academies; www.trb.org.
15. USDA - Department of Agriculture; Agriculture Research Service; U.S. Salinity Laboratory; www.ars.usda.gov.
16. USDA - Department of Agriculture; Rural Utilities Service; www.usda.gov.
17. USDJ - Department of Justice; Office of Justice Programs; National Institute of Justice; www.ojp.usdoj.gov.
18. USP - U.S. Pharmacopeial Convention; www.usp.org.
19. USPS - United States Postal Service; www.usps.com.

D. 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. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CFR - Code of Federal Regulations; Available from Government Printing Office; www.gpo.gov/fdsys.
2. DOD - Department of Defense; Military Specifications and Standards; Available from DLA Document Services; www.quicksearch.dla.mil.
3. DSCC - Defense Supply Center Columbus; (See FS).
4. FED-STD - Federal Standard; (See FS).
5. FS - Federal Specification; Available from DLA Document Services; www.quicksearch.dla.mil.
 - a. Available from Defense Standardization Program; www.dsp.dla.mil.
 - b. Available from General Services Administration; www.gsa.gov.
 - c. Available from National Institute of Building Sciences/Whole Building Design Guide; www.wbdg.org/ccb.
6. MILSPEC - Military Specification and Standards; (See DOD).
7. USAB - United States Access Board; www.access-board.gov.
8. USATBCB - U.S. Architectural & Transportation Barriers Compliance Board; (See USAB).

E. 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. This information is subject to change and is believed to be accurate as of the date of the Contract Documents.

1. CBHF; State of California; Department of Consumer Affairs; Bureau of Electronic and Appliance Repair, Home Furnishings and Thermal Insulation; www.bearhfti.ca.gov.
2. CCR; California Code of Regulations; Office of Administrative Law; California Title 24 Energy Code; www.calregs.com.
3. CDHS; California Department of Health Services; (See CDPH).
4. CDPH; California Department of Public Health; Indoor Air Quality Program; www.cal-iaq.org.
5. CPUC; California Public Utilities Commission; www.cpuc.ca.gov.
6. DSA; Division of the State Architect.
7. SCAQMD; South Coast Air Quality Management District; www.aqmd.gov.
8. TFS; Texas A&M Forest Service; Sustainable Forestry and Economic Development; www.txforestservation.tamu.edu.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 017419
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous construction and demolition waste.
 - 2. Recycling nonhazardous construction and demolition waste.
 - 3. Disposing of nonhazardous construction and demolition waste.
- B. Related Requirements:
 - 1. Division 02 Section "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
 - 2. Division 31 Section "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. CGBSC: California Green Building Standards Code.
- B. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- C. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- D. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- E. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- F. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

- G. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition and construction waste becomes property of Contractor.

1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit Waste Management Plan within 30 days of date established for the Notice to Proceed indicating method of compliance with the California Green Building Standards Code.

1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use separate forms for construction waste and demolition waste. Include the following information:
 - 1. Material category.
 - 2. Generation point of waste.
 - 3. Total quantity of waste in tons.
 - 4. Quantity of waste salvaged, both estimated and actual in tons.
 - 5. Quantity of waste recycled, both estimated and actual in tons.
 - 6. Total quantity of waste recovered (salvaged plus recycled) in tons.
 - 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, or individual employee assigned by the General Contractor, with a record of successful waste management coordination of projects with similar requirements. Individual of firm, or Contractor's employee, shall be a LEED-Accredited Professional, certified by the USGBC, as waste management coordinator.
- B. Regulatory Requirements: Comply with transportation and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.8 REGULATORY REQUIREMENTS

- A. Construction Waste Management: Refer to CGBSC Section 5.408.1 Construction Waste Management. Recycle and/or salvage for reuse a minimum of 65 percent of the non-hazardous construction and demolition waste in accordance with CGBSC Section 5.408.1.1, 5.408.1.2, or 5.408.1.3 (Below) or meet a local construction and demolition waste management ordinance, whichever is more stringent:
 - 1. GBSC Section 5.408.1.1, Construction Waste Management Plan: Where a local jurisdiction does not have a construction and demolition waste management ordinance that is more stringent, provide Waste Management Plan that:
 - a. Identifies the construction and demolition waste materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.
 - b. Determines if construction and demolition waste materials will be sorted on-site (source separated) or bulk mixed (single stream).
 - c. Identifies diversion facilities where construction and demolition waste material collected will be taken.
 - d. Specifies the amount of construction and demolition waste materials diverted shall be calculated by weight or volume, but not by both.
 - 2. GBSC Section 5.408.1.2, Waste Management Company: Utilize a waste management company that can provide verifiable documentation that the

percentage of construction and demolition waste material diverted from the landfill complies with CGBSC Section 5.408.1.

- a. Exception 1: Excavated soil and land-clearing debris.
 - b. Exception 2: Alternate waste reduction methods developed by working with local agencies if diversion or recycle facilities capable of compliance with this item do not exist.
 - c. Demolition waste meeting local ordinance or calculated in consideration of local recycling facilities and markets.
3. GBSC Section 5.408.1.3, Waste Stream Reduction Alternative: The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the 65 percent minimum requirement as approved by the enforcing agency.
- B. Documentation, CGBSC Section 5.408.1.4: Documentation shall be provided to the enforcing agency which demonstrates compliance with Sections 5.408.1.1. through 5.408.1.3. The Waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

PART 2 - PRODUCTS - (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management procedures. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management procedures during the entire duration of the Contract.
1. Comply with operation, termination, and removal requirements in Division 01 Section "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
1. Distribute waste management procedures to everyone concerned within three days of submittal return.
 2. Distribute waste management procedures to entities when they first begin work on-site. Review procedures and locations established for salvage, recycling, and disposal.

- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

- A. General: Contract Documents identify items to be salvaged for reinstallation and items to be salvaged to the Owner; items indicated to be removed become the Contractor's property, Contractor may salvage removed items and offer for sale and/or donation.
- B. Salvaged Items for Reuse/Reinstallation in the Work: Salvage items for reuse and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- C. Salvaged Items to Owner: Salvage items for Owner's use and handle as follows:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area designated by Owner.
 - 5. Protect items from damage during transport and storage.
- D. Salvaged Items for Sale and/or Donation: Not permitted on Project site.
- E. Salvaged Items for Reinstallation or Owner's Use:
 - 1. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
 - 2. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
 - 3. Plumbing Fixtures: Separate by type and size.
 - 4. Lighting Fixtures: Separate lamps by type and protect from breakage.
 - 5. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: Refer to local county websites for the county in which the Project is located for listings of available recycling receivers and processors, and materials accepted.
- C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.
- D. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from the weather.
 - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

- A. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
- B. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
- C. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
 - 1. Clean and stack undamaged, whole masonry units on wood pallets.
- D. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- E. Metals: Separate metals by type.

1. Structural Steel: Stack members according to size, type of member, and length.
 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- F. Metal Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- G. Metal Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Wood Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
 - a. Comply with requirements in Division 32 Sections as applicable to planting for use of clean sawdust as organic mulch.

- C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

3.6 UNIVERSAL WASTE

- A. Additions and alterations to a building shall require verification that Universal Waste items such as fluorescent lamps and mercury containing ballasts and thermostats as well as other California prohibited Universal waste materials are disposed of properly and are diverted from landfills.

1. Refer to Universal Waste Rule link at <https://dtsc.ca.gov/universalwaste/>.

3.7 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
 - C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION

SECTION 017700
CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final Completion procedures.
 - 3. Final cleaning.
 - 4. Repair of the Work.
- B. Related Requirements:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial Completion and Final Completion.
 - 2. Division 01 Section "Execution" for repair of the Work.
 - 3. Division 01 Section "Operation and Maintenance Data" for operation and maintenance documentation requirements.
 - 4. Division 01 Section "Project Record Drawings" for preparing and submitting Project Record Drawings.
 - 5. Division 01 Section "Warranties" for submitting final warranty information.
 - 6. Division 01 Section "Demonstration and Training" for requirements for instructing Owner's personnel.
 - 7. Divisions 02 through 33 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 DEFINITIONS

- A. List of Incomplete Items: Contractor-prepared list of items to be completed or corrected, prepared for the Architect's use prior to Architect's inspection, to determine if the Work is substantially complete.

1.4 SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

- B. Contractor's List of Incomplete Items: Final submittal at Final Completion.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Submit the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record drawings, operation and maintenance data, construction photographic documentation, warranties, and similar final record information.
 - 3. Submit closeout submittals specified in individual Division 02 through 33 Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance materials specified in individual Division 02 through 33 Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number where applicable.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit sustainable design submittals not previously submitted.
 - 7. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.
 - 2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 3. Complete startup and testing of systems and equipment.
 - 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 - 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings specified in Division 01 Section "Demonstration and Training."
 - 6. Advise Owner of changeover in utility services.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Complete final cleaning requirements, including touchup painting.
 - 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- D. Inspection: Submit a written request for inspection for Completion a minimum of 10 days prior to date the work will be completed and ready for inspection. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Following inspection, Architect will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected.
1. Architect's Punch List: During inspection, Architect will prepare a list of items needing completion or correction (punch list), a copy of the punch list will be distributed to the Contractor and Owner.
 2. Reinspection: Request reinspection when the Work identified in previous inspection as incomplete is completed or corrected.
 3. Results of completed inspection will form the basis of requirements for final completion.
- E. Contractor's Cost for Reinspection: Architect will perform one inspection and one reinspection at no additional cost to the Contractor. The expense for the Architect's time for additional inspections will be paid by the Owner with the amount being deducted from the Contract Sum. The expense will be based on an hourly rate in accordance with the Architect's standard hourly rate schedule in effect at the time the work is performed with a minimum of \$400.00 dollars for each additional reinspection.

1.6 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining Final Completion, complete the following:
1. Submit a final Application for Payment in accordance with Section 012900 "Payment Procedures."
 2. List of Incomplete Items: Submit copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect; copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit Final Completion photographic documentation.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.7 LIST OF INCOMPLETE ITEMS

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Architect (Company name).
 - d. Name of Contractor (Company Name).
 - e. Page number.
 - 4. Submit list of incomplete items in one of the following formats:
 - a. MS Excel electronic file. Architect will return annotated file.
 - b. PDF electronic file. Architect will return annotated file.

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.
 - 1. Use cleaning products that comply with the California Green Building Standards Code maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Perform 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 designated 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, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Clean flooring, removing debris, dirt, and staining; clean according to manufacturer's recommendations.
 - h. Vacuum and mop concrete.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; clean according to manufacturer's recommendations if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Wipe surfaces of mechanical, electrical, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - 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 or that display contamination with particulate matter on inspection.
 - p. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.
 - q. Leave Project clean and ready for occupancy.

- C. Construction Waste Disposal: Comply with waste disposal requirements in Division 01 Section "Construction Waste Management and Disposal."

3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations required by Division 01 Section 017300 "Execution" before requesting inspection for determination of Substantial Completion.
 - 1. Comply with requirements of Division 02 through 33 Sections as applicable to the Work to be restored and/or repaired.

END OF SECTION

SECTION 017836
WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
- B. Related Sections include but are not limited to the following:
 - 1. Division 01 Section "Closeout Procedures."
 - 2. Division 01 Section "Operation and Maintenance Data."
 - 3. Division 02 through 33 Sections for specific warranty requirements.

1.3 WARRANTY REQUIREMENTS

- A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.
- B. 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.
- C. 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.
- D. 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 Owner has benefited from use of the Work through a portion of its anticipated useful service life.

- E. Owner's Recourse: Expressed warranties made to the Owner 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 Owner can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- F. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner 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.

1.4 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Warranty Submittal: Submit (2) paper copies and one electronic copy of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
 - 1. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 2. Provide additional copies of each warranty in operation and maintenance manuals.
- C. Warranty Electronic File: Provide warranties and bonds in PDF format. Assemble complete warranty and bond submittal package into a single electronic PDF file with bookmarks enabling navigation to each item. Provide bookmarked table of contents at beginning of document.
 - 1. Submit by email to Architect.

D. Warranties in Paper Form:

1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf 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, and name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 017839
PROJECT RECORD DRAWINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for Project Record Drawings:
- B. Related Sections:
 - 1. Division 01 Section "Use of Architect's Electronic Files" for requirements related to use of Architect's digital data files.
 - 2. Division 01 Section "Execution" for surveys of exterior accessible routes.
 - 3. Division 01 Section "Closeout Procedures" for general closeout procedures.
 - 4. Division 01 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.

1.3 RECORD DRAWING SUBMITTAL

- A. Closeout Submittal: Submit Record Drawings as follows:
 - 1. Initial Submittal: Submit one paper-copy set of marked-up record prints.
 - a. Architect will indicate whether record prints are acceptable or if additional information or documentation is needed, and will return the set to the Contractor.
 - 2. Final Submittal:
 - a. Paper Copy: Submit one paper-copy set of marked-up record prints that have been revised to address Architect's comments from the initial submittal.
 - b. Digital Data Files: Submit digital data files of Project Record Drawings as PDF files on a thumb-drive.

1.4 PROJECT RECORD DRAWINGS

- A. Record Drawings: Maintain one set of paper copies of the Contract Drawings during the construction period for Project Record Drawing Purposes.
1. Project Record Drawing print sets shall include all drawings of the Contract Documents including original project Drawings, Shop Drawings, Supplemental Drawings, Coordination Drawings, Clarification Drawings, Change Orders, and similar drawings. Record Drawing set shall include all drawings of Contract Documents whether or not changes and additional information were recorded.
 2. Store Project Record Drawings in the field office apart from the Contract Documents used for construction; do not use Project Record Drawings for construction purposes.
 3. Maintain Record Drawings in good order and in a clean, dry, legible condition, protected from deterioration and loss.
 4. Provide access to Project Record Drawings for Architect's reference during normal working hours.
 5. Incorporate new and revised drawings into Project Record Drawings as modifications are issued; do not wait until the end of Project.
 6. 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 provide information for preparation of corresponding 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.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 7. 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.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Construction Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.

8. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 9. Mark record prints with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 10. Mark important additional information that was either shown schematically or omitted from original Drawings.
 11. Note Construction Change Directive numbers, Change Order numbers, and similar identification, where applicable.
- B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- C. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, submit marked-up record prints to Architect, following Architect's review and action, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: PDF electronic file.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
 4. Architect will furnish Contractor one set of digital data files of the Contract Drawings in PDF format for use in recording information.
 - a. Refer to Division 01 Section 011105 "Use of Architect's Electronic Files" for requirements related to use of Architect's digital data files.
- D. Format:
1. Record Prints: Organize record prints into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Digital Data Files:
 - a. Format: Annotated PDF electronic file.
 - b. Organize digital data information into separate electronic files corresponding with each building design discipline of the Contract Documents; name each file with the corresponding design discipline.

E. Identification: Include the following information on each Record Drawing:

1. "PROJECT RECORD DRAWING" designation located in a prominent location.
2. Project name if Project name is not included in a title block as part of the drawing.
3. Date.
4. Name of Architect if Architect's name is not included in a title block as part of the drawing.
5. Name of Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 024119
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused, recycled, or returned to Owner.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
 - 2. Division 01 Section "Photographic Documentation" for photographic documentation of pre-demolition conditions.
 - 3. Division 01 Section "Execution" for cutting and patching procedures, and for protection of existing construction.
 - 4. Division 01 Section "Construction Waste Management and Disposal" for salvaging, recycling, and disposing of nonhazardous demolition and construction waste.
 - 5. Division 31 Section "Site Clearing" for removing above and below-grade site improvements not part of selective demolition.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be salvaged or reinstalled.
- B. Remove and Salvage to Owner: Detach item from existing construction in a manner to prevent damage and deliver to Owner ready for reuse.
- C. Remove and Salvage for Reinstallation: Detach item from existing construction in a manner to prevent damage, prepare for reuse, and securely store item until it is to be reinstalled at locations indicated.

- D. Existing to Remain: Existing items or improvements that are to remain and not be removed. Existing items to remain shall be protected from damage during the course of construction.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

1.5 SUBMITTALS

- A. Proposed Protection Measures: Submit report, including drawings, that indicates the measures proposed for protecting individuals and property, for physical damage, for dust control, and for noise control. Indicate proposed locations and construction of barriers.
- B. Schedule of Selective Demolition Activities: Indicate the following:
 - 1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's on-site operations are uninterrupted.
 - 2. Interruption of utility services. Indicate how long utility services will be interrupted.
 - 3. Coordination for shutoff, capping, and continuation of utility services.
 - 4. Use of elevator and stairs.
 - 5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.
- C. Inventory of Items to be Salvaged: Prior to start of demolition, submit lists of items to be removed and salvaged as follows:
 - 1. Ground mounted uprights to be removed, salvaged, and reinstalled.
- D. Predemolition Photographs: Show existing conditions of adjoining construction, including finish surfaces, that might be misconstrued as damage caused by demolition operations. Comply with Division 01 Section "Photographic Documentation." Submit before Work begins.
- E. Warranties: Documentation indicated that existing warranties are still in effect after completion of selective demolition.

1.6 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- B. Predemolition Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to selective demolition.

1.7 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Survey of Existing Conditions: Record existing conditions that affect the Work by use of preconstruction photographs. Comply with requirements specified in Division 01 Section "Photographic Documentation."
- C. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- D. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- E. Hazardous Materials: It is expected that hazardous materials will not be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Owner will remove hazardous materials under a separate contract.
- F. Utility Services: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
 - 1. Maintain fire-protection facilities in service during selective demolition operations.
- G. Storage or sale of removed items or materials on-site is not permitted.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding. Existing warranties include the following:
 - 1. Concrete Sidewalks adjacent to area of work
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
 - 1. If unanticipated mechanical, electrical, or structural elements are encountered and found to be in conflict with intended function or design, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- C. Inventory and record the condition of items to be removed and salvaged or removed and reinstalled. Provide photographs of conditions that might be misconstrued as damage caused by salvage operations.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 2. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Division 01 Section "Temporary Facilities and Controls."
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
1. Strengthen or add new supports when required during progress of selective demolition.
- C. Protection of Existing Construction: Protect existing construction to remain with temporary protections and construction. Do not remove existing construction unless otherwise indicated.
- D. Remove temporary barricades and protections where hazards no longer exist.

3.4 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off utility services and mechanical/electrical systems serving areas to be selectively demolished.
1. Arrange to shut off utilities with Owner and/or utility companies.
 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated on Drawings to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material and leave in place.
 - c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
 - d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.

- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material and leave in place.

3.5 SELECTIVE DEMOLITION, GENERAL

- A. General: Remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use plasma or flame cutting torches without written approval from Architect. Where allowed, clear area of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations. Maintain fire watch during and for at least two hours after flame-cutting operations. Maintain adequate ventilation when using cutting torches.
 - 5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 6. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 7. Dispose of demolished items and materials promptly, comply with requirements of Division 01 Section "Construction Waste Management and Disposal."
- B. Minor Accessories and Fixtures: Remove minor accessories and fixtures as required to accommodate removal of existing finishes or application new finishes whether items are indicated to be removed or not.
 - 1. Minor accessories and fixtures shall include but not be limited to toilet room accessories; classroom accessories such as pencil sharpeners coat hooks, flag holders, and similar items.
 - 2. Where new replacement items are not indicated or specified in other sections, minor accessories and fixtures shall be considered to be items to be removed and reinstalled.
- C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

1. Items removed, salvaged, and reinstalled for the Contractor's convenience shall be considered the same as items to be removed and salvaged for reinstallation.

3.6 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- B. Concrete Slabs-on-Grade: Using power-driven saw, cut perimeter of area to be demolished, then break up and remove.
 1. Where possible or feasible, cut concrete at existing joints.
- C. Reinforcing Steel: Where ends of reinforcing steel are exposed following cutting and removal of concrete and/or masonry, paint exposed ends of cut reinforcing steel with not less than two coats of zinc rich primer.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Recycle or dispose demolition waste materials according to Division 01 Section "Construction Waste Management and Disposal." Remove demolition waste materials from Project site and legally dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction.
 1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in accordance with local regulations and in a manner that will prevent spillage on adjacent surfaces and areas.

- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

SECTION 31100
SITE CLEARING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Provide all material, labor, equipment and services necessary to completely clear and demolish all materials, accessories and other related items necessary to complete the Project as indicated by the Contract Documents.
- B. RELATED SECTIONS:
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 312000 – Earthwork: Excavation, Filling, and Grading
 - 3. Section 312222 – Soil Materials

1.3 QUALITY ASSURANCE

- A. Regulatory Requirements:
 - 1. In accordance with Specification Section GENERAL REQUIREMENTS, and the following:
 - a. Materials and equipment used for this project shall comply with the current applicable regulations of the California Air Resources Board [CARB] and the Environmental Protection Agency [EPA].
- B. Meetings:
 - 1. Minimum agenda shall be to discuss coordination of upcoming work, review the work progress, discuss field observations, identification of any potential problems which may impede planned progress; corrective measures to regain projected schedule; and maintenance of quality and work standards.
 - 2. Meetings shall include Pre-Clearing and Demolition Meetings.
 - 3. Participants (or designated representative of) invited to attend each of the above meetings shall be as follows:
 - a. Contractor.
 - b. Owner.
 - c. Architect.
 - d. Testing Laboratory.
 - e. Local Governing Authorities as applicable.

- f. Utility Representatives as applicable.
- g. Owner's Inspector.
- h. Clearing and Demolition Subcontractor.
- i. Other subcontractors, as appropriate (including any accessory subcontractors).

1.4 PROJECT CONDITIONS OR SITE CONDITIONS

A. Dust Control

1. Contractor shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD) for construction activity related to this project.
2. A Dust Control Plan, as required by the SJVAPCD, may be required for this project. Contractor shall be responsible for preparing said Dust Control Plan, submitting to the SJVAPCD for review and approval, and paying all SJVAPCD review and permitting fees related to the Dust Control Plan.
3. No construction activity related to this project may begin until Contractor has secured an approved Dust Control Plan, if one is required.
4. Contractor shall be solely responsible to implement all requirements of the Dust Control Plan throughout the life of this contract.
5. Should fines or fees be levied against the Project for violations of the Dust Control Plan and/or related SJVAPCD regulations, Contractor shall be responsible to pay all said fines or fees and to implement all mitigation measures required by SJVAPCD in order to bring the construction activity into compliance with SJVAPCD regulations. The costs for any such fines or fees shall be included in the lump sum price bid for work under this contract and no additional payment will be made therefor.

B. Existing Conditions:

1. Examine site and compare it with the drawings and specifications. Thoroughly investigate and verify conditions under which the work is to be performed. No allowance will be made for extra work resulting from negligence or failure to be acquainted with all available information concerning conditions necessary to estimate the difficulty or cost of the work.
2. Conduct work so as not to interfere unnecessarily with adjacent roads, streets, drives, walks or occupied facilities.
 - a. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and Authorities having jurisdiction.
 - b. Provide alternate routes around closed or obstructed traffic ways if required by Authorities having jurisdiction.
3. Locate and identify utilities.
 - a. Call a Local Utility Locator Service (USA – "Underground Service Alert" – [800] 227-2600) for the task of locating any applicable utilities in the area where the Project is located.
4. Carefully remove items indicated to be salvaged and store on Owner's premises at the Owner's direction.

PART 2 - PRODUCTS

(NOT APPLICABLE)

PART 3 - EXECUTION

3.1 PREPARATION

- A. Coordination:
 - 1. Coordinate work under this specification section with work specified under other sections to ensure proper and adequate interface of work.
- B. Protection:
 - 1. Protect and maintain all benchmarks and survey control points from disturbance during clearing and demolition operations.
 - 2. Provide erosion-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties.
 - 3. Furnish and install temporary protection/barrier fencing surrounding the limits of demolition.
 - 4. Protect trees, plant growth, and features not specifically designated for removal. Locate and clearly flag trees and vegetation to remain or to be relocated.
 - 5. Protect existing improvements designated to remain from damage during construction.
 - a. Restore damaged improvements to their original condition, as acceptable to the Owner.

3.2 CONSTRUCTION

- A. Vegetation, Shrub, Topsoil, Weed Removal:
 - 1. Remove weeds and rooted topsoil to a minimum four (4) inch depth and temporarily stockpile as needed for re-use in finished grading of landscape areas. Remove excess material from the site.
 - 2. Where existing vegetation is to be replaced by new materials, remove contaminated or excess soil from the site and legally dispose of off-site.
- B. Existing Site Improvements Removal:
 - 1. Remove existing above and below grade improvements as necessary to facilitate new construction.
 - a. Remove concrete slabs, sidewalk, curbs, mow strips, gutters, and fence post footings.
 - 1) Neatly saw-cut length of existing pavement to remain before removing existing pavement unless existing full-depth joints coincide with line of demolition. Saw-cut faces vertically.
 - b. Remove indicated utility improvements within the limits of construction.
 - 1) Excavate for and disconnect utilities designated to be removed. Seal or cap off underground.

- 2) Coordinate removal and/or relocation of utilities with the appropriate utility agencies.
- c. Where existing underground utilities, irrigation pipes, wells, leach fields, or underground tanks are encountered, they must be removed or moved to a point at least 5 feet horizontally outside the proposed building and 3 feet horizontally outside the concrete flatwork or pavement construction areas. All resultant cavities must be backfilled with engineered fill.
- C. Existing Utilities to Remain or be Relocated:
 - 1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - a. Notify Architect and the Owner not less than seven (7) days in advance of proposed utility interruptions.
 - b. Arrange to shut off indicated utilities with utility companies and Owner.
- D. Disposal:
 - 1. Legally dispose of all debris (surplus soil materials, unsuitable topsoil, obstructions, demolished materials, waste materials, trash, etc.) resulting from clearing, grubbing, demolition and from construction. Disposal of all materials shall be at a location secured by the Contractor off of the Owner's property.

END OF SECTION

SECTION 312000
EARTHWORK: EXCAVATION, FILLING AND GRADING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Excavating soil and other material for surface improvements.
 - 2. Placing fill.
 - 3. Compaction of existing ground and fill.
 - 4. Preparation of subgrade for other improvements.
 - 5. Grading of soil.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 311100 – Site Clearing
 - 3. Section 312222 – Soil Materials

1.3 REFERENCES

- A. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil Aggregate Mixtures Using 10 lb (4.54 Kg) Rammer and 18-inch (457 mm) Drop.
- B. A Geotechnical Engineering Investigation Report has been prepared for the project by Soils Engineering, Inc (SEI); SEI Project No. 26-20768, dated May, 5th, 2026. A copy of the report is available (for reference only) at the cost of reproduction. Contact Soils Engineering, Inc. if a copy of the report is desired.

1.4 DEFINITIONS

- A. Utility: Any buried or above ground pipe, conduit, cable, associate device or appurtenances, or substructure pertaining thereto.

1.5 SUBMITTALS

- A. Product Data:
 - 1. Information indicating the source of all import material, the fill material type and where it is to be used, and approval of the District's Inspector of Record for incorporation of import material into the Work.
- B. Material Test Reports:
 - 1. Classification of Soils.
 - 2. Compaction Characteristics of Soils.
 - 3. Density and Unit Weight of Soils in Place.
 - 4. Imported fill shall be tested and approved by the Owner's Geotechnical Engineer prior to import to the site, including testing for compliance with Department of Toxic Substances Control (DTSC) guidelines. Said testing and certification documents shall be paid for by the Owner.
- C. Project Closeout: In accordance with Specification Section PROJECT CLOSEOUT.
 - 1. Drawings indicating the extent and depth of all engineered fill, and overexcavation and recompaction. This information shall be a part of the Project "As-Built" and Project "Record" Documents in accordance with the Specification Section PROJECT DOCUMENTS.

1.6 QUALITY ASSURANCE

- A. Installer:
 - 1. Qualifications:
 - a. Engage an experienced Installer who has successfully completed three (3) projects of similar scope and size to that indicated for this project within the past 5 years.
- B. Regulatory Requirements:
 - 1. In accordance with Specification Section REGULATORY REQUIREMENTS and the following:
 - a. CARB Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board [CARB].
 - b. CL City of Lemoore, Codes and Ordinances
 - c. EPA Environmental Protection Agency.
 - d. CAL/OSHA Comply with all provisions of the Construction Safety Orders and the General Safety Orders of the California Division of Occupational Safety and Health, as well as all other applicable regulations as they pertain to the protection of workers from the hazard of caving ground excavations.
 - e. DTSC Comply with all recommendations of the California Department of Toxic Substance Control (DTSC) regarding soil testing for potential contaminants.
- C. Certificates:

1. Installer's certification that all Earthwork installation meets or exceeds the requirements of this specification.
2. Contractor's certification (on Contractor's letterhead paper) that the Earthwork materials and installation meets or exceeds the requirements of this specification.

D. Meetings:

1. Pre-Installation: Schedule prior to the start of work.
 - a. Coordinate the work with other work being performed.
 - b. Identify any potential problems, which may impede planned progress and proper installation of work regarding quality of installation and warranty requirements.
2. Progress: Scheduled by the Contractor during the performance of the work.
 - a. Review for proper installation of work progress.
 - b. Identify any installation problems and acceptable corrective measures.
 - c. Identify any measures to maintain or regain project schedule if necessary.
3. Completion: Scheduled by the Contractor upon proper completion of the work.
 - a. Inspect and identify any problems which may impede issuance of warranties or guaranties.
 - b. Maintain installed work until the Notice of Substantial Completion has been filed.

1.7 COORDINATION

- A. Coordinate work with Owner's personnel.
- B. Provide required notification to the Owner and Geotechnical Engineer or the Engineer of Record so that a representative from the Owner's Geotechnical Engineering consultant can be present for all excavation, filling and grading operations to test and observe earthwork construction.
- C. Verify that the location of existing utilities has been indicated at work site by utility authorities, by Owner, and as specified on the Plans.

1.8 EXISTING CONDITIONS

- A. Existing Conditions:
 1. Examine the site and verify conditions with the Drawings and Specifications. Contractor shall familiarize himself with existing site conditions and any changes that have occurred at the site since the preparation of the contract documents and shall be responsible to account for any such changes in the price bid for this work.
 2. Thoroughly investigate and verify conditions under which the Work is to be performed.
 3. Locate and identify utilities:
 - a. Call a Local Utility Locator Service (USA - "Underground Service Alert" – [800] 227-2600) for the task of locating any applicable off-site and on-site utilities in the area where the Project is located.

4. No allowance for Extra Work will be granted resulting from negligence or failure to meet requirements of this Section.
- B. Where subsurface work involves more than the normal depth of excavation required for the removal and/or construction of surface improvements (surface improvements such as concrete flatwork, paving, landscaping, signs, etc.), the Engineer will have made a diligent attempt to indicate on the plans the location of all main and trunk line utility facilities which may affect the Work. In many cases, however, the only available information relative to the existing location of said facilities may have been small scale undimensioned plats. The locations of said facilities, therefore, shall be considered approximate only, until exposed by the Contractor.
- C. Under similar circumstance, service laterals and appurtenances will have also been shown where information was available as to their location. In many cases, however, the only available information relative to the existing location of said facilities may have been small scale undimensioned plats. The locations of said facilities, therefore, shall be considered approximate only, until exposed by the Contractor.
- D. Determine exact location of existing buried utilities by:
 1. Marking on ground or pavement surface the alignment and extent of the facilities and the probable location of existing utilities using construction plans and existing surface features.
 2. Requesting Underground Service Alert (USA) to indicate location of existing buried facilities (phone 1-800-227-2600). Provide USA a minimum of two (2) working days notice of request for locations and notify Owner of said request concurrently.
 3. Confirm exact location of existing utilities by hand methods of excavation, or by use of vacuum equipment.
- E. At proposed work location, expose by hand methods (or vacuum equipment) all existing utilities along the route of the proposed work prior to using any mechanical equipment. If mechanical equipment is allowed at a particular location, it may only be used after the completion by the Contractor of a successful exhaustive search by hand (or vacuum equipment) methods to locate all existing facilities as indicated on the plans, and/or as indicated on the ground by USA or Owner's personnel.
- F. Provide Field Engineering to record the location of all utilities encountered. Where locational conflicts exist between existing utilities and the planned location of facilities to be constructed under this Contract, submit detailed information to the Engineer for review and direction.
- G. Maintain all existing utility mains and service lines in constant service during construction of the Work.
- H. Where service disruptions are allowed, minimize the length of such disruptions by proper scheduling and diligent pursuit of the work, and coordinate the timing of any such disruptions in advance with the District.

1.9 ENVIRONMENTAL REQUIREMENTS

- A. Dust control: Perform work in a manner as to minimize the spread of dust and flying particles. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors and concurrent performance of other on-site work.
1. All disturbed areas, including storage piles, which are not being actively utilized for construction purposes, shall be effectively stabilized of dust emissions using water, chemical stabilizer/suppressant, or vegetative ground cover.
 2. All land clearing, demolition, grubbing, scraping, excavation, land leveling, grading, and cut and fill activities shall be effectively controlled of fugitive dust emissions utilizing application of water or by pre-soaking.
 3. When materials are transported off-site, all material shall be covered, effectively wetted to limit visible dust emissions or at least six inches of freeboard space from the top of the container shall be maintained.
 4. All operations shall limit or expeditiously remove the accumulation of mud or dirt from adjacent public streets at least once every 24 hours when operations are occurring. The use of dry rotary brushes is expressly prohibited except where preceded or accompanied by sufficient wetting to limit the visible dust emissions. The use of blower devices is expressly forbidden.
 5. Following the addition of materials to, or the removal of materials from, the surface of outdoor storage piles, said piles shall be effectively stabilized of fugitive dust emissions utilizing sufficient water or chemical stabilizer/suppressant.
 - a. Contractor shall comply with all requirements of the San Joaquin Valley Air Pollution Control District (SJVAPCD) for construction activity related to this project.
 - b. A Dust Control Plan, as required by the SJVAPCD, may be required for this project. If required, Contractor shall be responsible for preparing said Dust Control Plan, submitting to the SJVAPCD for review and approval, and paying all SJVAPCD review and permitting fees related to the Dust Control Plan.
 - c. If a dust control plan is required, no construction activity related to this project may begin until Contractor has secured an approved Dust Control Plan.
 - d. Contractor shall be solely responsible to implement all requirements of the Dust Control Plan throughout the life of this contract.
 - e. Should fines or fees be levied against the Project for violations of the Dust Control Plan and/or related SJVAPCD regulations, Contractor shall be responsible to pay all said fines or fees and to implement all mitigation measures required by SJVAPCD in order to bring the construction activity into compliance with SJVAPCD regulations. The costs for any such fines or fees shall be included in the lump sum price bid for work under this contract and no additional payment will be made therefore
- B. Burning: No burning will be allowed on-site.
- C. Rain: Work under this section shall not be started or maintained under threat of rain, unless the work is not affected by the rain.
- D. Do not place fill during weather conditions which will alter moisture content of fill materials sufficiently to make compaction to the specified densities difficult or impossible.

- E. When reference is made to SWPPP (Storm Water Pollution Prevention Plan), if any within this Project Manual, then comply with all environmental protection requirements included therein.
- F. In accordance with EPA, CARB and CL.
- G. Protection:
 - 1. Protect cut and fill areas to prevent water running into excavation. Maintain areas free of water. Remove seeping water immediately by pumps. Provide dewatering as necessary.
 - 2. Protect cut slopes from erosion due to precipitation and other sources of runoff.
 - 3. Protect utilities to remain within the construction area and special construction. If utility lines are uncovered (water, electric, sewer, etc.) not shown on the drawings during excavation of site, notify the Architect promptly for its review and action.
 - 4. Do not permit access to undeveloped portions of the site, nor to areas that are outside of the limits of grading.
- H. Before being brought onto the site, all import soil must be sampled, tested and approved by Owner's Geotechnical Engineer. All import material must comply with DTSC recommendations and guidelines for environmentally clean soil suitable for school construction. Import testing will be provided and paid for by the Owner.

1.10 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of GENERAL CONDITIONS and DIVISION 1, GENERAL REQUIREMENTS.
- B. Accurately record actual locations of utilities encountered including depth and horizontal location, as measured from permanent site features.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Fill in Turf or Other Planting Areas: Type S2 or S3 per Division 31 Specification Section SOIL MATERIALS.
- B. Fill in Non-planting Areas: Type S1, S2 or S4 per Division 31 Specification Section SOIL MATERIALS.
- C. Imported material: Type S3, S4 or S5 per Division 31 Specification Section SOIL MATERIALS.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify site conditions.

3.2 PREPARATION

- A. Layout of Work:
 - 1. Contractor shall be responsible for all lines and grades. Layout shall be provided by a California registered Land Surveyor or Civil Engineer, at Contractor's expense.
 - 2. Check all benchmarks, monuments and property lines and verify locations.
 - 3. Locate and maintain all grade stakes.
 - 4. Monuments moved or displaced during grading operation are to be replaced by a California Registered Civil Engineer or Surveyor, at Contractor's expense.
- B. Locate, identify, and protect existing above and below grade utilities from damage.
- C. Protect plant life, lawns, trees, shrubs, and other features not authorized for removal.
- D. Protect existing structures, fences, curbs, sidewalks, paving and other improvements to remain from damage from excavation equipment and vehicular traffic.
- E. Employ equipment and methods appropriate to the work site.
- F. Protect excavated areas from drainage inflow and provide for drainage of all excavated areas.
- G. Comply with all provisions of the Construction Safety Orders and General Safety Orders of the California Division of Industrial Safety, as well as all other applicable regulations as they pertain to the protection of workers from the hazard of caving ground in excavations.

3.3 SITE STRIPPING:

- A. Reference is made to Division 31 Specification Section SITE CLEARING.
- B. Within the areas of planned surface improvements and structures, the near surface soils containing vegetation, roots, organics, or other objectionable material must be stripped and removed from the site. Upon approval of the Geotechnical Engineer, suitable materials stripped from the site may stockpiled and incorporated into the finish fill for planting areas.
- C. All areas to receive surface improvements shall be stripped to remove turf, shrubs, trees and other vegetation, along with associated root systems, concrete, wood, metal, rubbish and other unsuitable debris, and any loose, saturated or unconsolidated soil material. Minimum stripping depth is expected to be 4-inches below existing site grades. Stripping shall continue to the depth required to expose acceptable basement soils that are free from deleterious which are not suitable for Engineered Fill, as required by the Geotechnical Engineer.

3.4 EXCAVATION

- A. Following clearing and stripping operations, excavate planned construction areas as specified in this Section.
- B. Provide additional excavation as required to conform to the lines, grades and cross-sections shown on the plans.
- C. Remove excess soil not to be used as fill in the Work from the site. Unless requested by Owner to be deposited at a site designated by Owner on the property, obtain a disposal site and legally dispose of said excess material, all at no additional cost to the Owner.

3.5 EARTH MAT CONSTRUCTION:

- A. A reinforced earth mat on smoothed subgrade below the aggregate base using geogrid (Tensor BX1200 or approved equal) shall be constructed beneath the heavy duty concrete.
- B. Tracked machinery must be used for excavation and compaction.
- C. Excavation bottoms shall be reviewed for indications of soft subgrade soil by the geotechnical engineer or his representative prior to any backfill operations. Where soft subgrade soil is encountered, it shall be excavated and removed, or excavated and compacted as directed by the geotechnical engineer.
- D. Fill placement in excavations shall not proceed until the geotechnical engineer or their representative on site has reviewed, tested as described above, and accepted materials exposed at the bottom of the excavation.
- E. The geogrid shall be placed on the smoothed subgrade. Adjacent panels of geogrid shall be lapped a minimum of 2-feet. The geogrids shall be smooth and pulled taut to remove slack.
- F. The geogrid shall be covered with a minimum of 6-inches of Class 2 aggregate base to provide confinement and initial compaction. The lift thickness shall be adjusted based on the ability of the equipment to meet compaction.
- G. The relative compaction of the Class 2 aggregate base shall be a minimum of 95%. Aggregate base used for engineered fill shall be uniformly moisture conditioned to or at optimum moisture placed in horizontal lifts of less than 6-inches in loose thickness and compacted to at least 95% relative compaction.
- H. The contractor shall install the geogrid per the manufacturer's specifications.

3.6 FILLING AND COMPACTING

- A. Place and compact aggregate base to finish grade of improvements to be placed thereon, or to finished surface grade where no improvements are to be placed thereon.

- B. Maintain optimum moisture content of fill materials to attain required compaction density.
- C. Additional lifts shall not be placed if the previous lift did not meet the required dry density (relative compaction), or if soil conditions are not stable.
- D. Conform fill to the lines, grades and cross-sections shown on the plans.
- E. Utilize equipment which will not disturb or damage existing utilities and other improvements.

3.7 FINE GRADING

- A. Fine grade all finished surfaces to the lines, grades and cross-sections shown on the plans, and to blend to hard surface improvements.
- B. Rake and smooth all finished surfaces not to receive hard surface improvements.
- C. Use suitable stockpiled or imported topsoil for the top 12-inches of areas to receive landscape improvements.
- D. Import topsoil meeting the requirements of Division 31 Specification Section SOIL MATERIALS, as required to complete finish grading.
- E. Topsoil may not be used in areas requiring Engineered Fill.

3.8 TOLERANCES

- A. Top surface of Subgrade for Non-Vegetative Surface Improvements or Layers thereof: Plus or minus 0.02 foot from planned elevation.
- B. Top surface of Subgrade for Vegetative Surface Improvements or for Bare Ground - Plus or minus 0.05 foot of planned elevation, or as required for finish surface to match adjacent improvements or ground.

3.9 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of GENERAL CONDITIONS and/or DIVISION 1, GENERAL REQUIREMENTS.
- B. Compaction testing will be performed in accordance with ANSI/ASTM D1557.
- C. If tests indicate work does not meet specified requirements, recompact, or remove and replace, and retest.
- D. All retesting required as a result of failure of initial test will be performed by Owner's testing agency, at the expense of the Contractor.

3.10 PROTECTION

- A. Protect graded areas from traffic, freezing, erosion, and all other sources of damage. Keep free of debris and trash.
- B. Repair and re-establish grades to specified tolerances where completed or partially completed work becomes eroded, rutted, settled, or where it is damaged by subsequent construction operations or weather.
- C. Where settlement occurs prior to acceptance of the work, remove and replace surface improvements, excavate, replace, and re-compact in accordance with these specifications, and restore the surface improvements.

3.11 CLEANING

- A. Remove all surplus or unsatisfactory soil material, trash, and debris, and legally dispose of off of the Owner's property.

END OF SECTION

SECTION 312222
SOIL MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Excavated (and re-used) materials and imported materials.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 312000 - Earthwork: Excavation, Filling and Grading
 - 3. Section 312333 - Trench Excavation and Backfill

1.3 SUBMITTALS

- A. Samples: Submit, in air-tight containers, 10 lb. sample of Type S3, S4 and S5 fill to inspector.
- B. Soil Analysis: Submit for Type S3, S4 and S5 soils to be imported.
- C. Materials Source: Submit location of imported materials source. Provide materials from same source throughout the work. Change of source requires approval.
- D. For imported soil, obtain Geotechnical Engineer and District approval prior to importing.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Soil Type S1: Excavated and re-used material, graded; free of lumps larger than 3 inches, rocks larger than 2 inches, and debris.
- B. Soil Type S2: Excavated and reused material, graded; free of roots, lumps greater than one inch, rocks larger than 1/2 inch, debris, weeds and foreign matter.
- C. Soil Type S3: Imported topsoil, friable loam; reasonably free of roots, rocks larger than 1/2 inch, debris, weeds, and foreign matter.

- D. Soil Type S4: Imported borrow, suitable for purposes intended, meeting the following characteristics:
 - 1. Maximum Particle Size: 3"
 - 2. Percent Passing #4 Sieve: 65-100
 - 3. Percent Passing #200 Sieve: 20-45
 - 4. Expansion Index: <20
 - 5. Plasticity Index: <12
 - 6. R-Value (in paved areas): >50
 - 7. Low Corrosion Potential:
 - a. Soluble Sulfates: <1,500 mg/Kg
 - b. Soluble Chlorides: <300 mg/Kg
 - c. Soil Resistivity: >5,000 ohm-cm
- E. Soil Type S5: Imported sand. Natural river or bank sand (sand equivalent greater than 30), washed; free of silt, clay, loam, friable or soluble materials, and organic matter.

2.2 SOURCE QUALITY CONTROL

- A. Inspection of imported soil will be performed by the Geotechnical Engineer, at source of import and prior to being delivered to the site.

PART 3 - EXECUTION

3.1 STOCKPILING

- A. Stockpile excavated or imported material onsite at location designated by project inspector.
- B. Stockpile excavated or imported material in sufficient quantities to meet project schedule and requirements.

3.2 STOCKPILE CLEANUP

- A. Remove stockpile, leave area in a clean and neat condition. Grade site surface to prevent free standing surface water.
- B. Dispose of excess material off-site.

END OF SECTION

SECTION 321126
AGGREGATE BASE COURSE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Provide all material, labor, equipment and services necessary to install aggregate base surfacing as indicated by the Contract Documents.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 312000 – Earthwork: Excavation, Filling, and Grading
 - 3. Section 321216 – Soil Sterilization
 - 4. Section 321217 – Asphalt Paving
 - 5. Section 321313 – Site Concrete Improvements

1.3 REFERENCES

- A. SSCDOT - Standard Specifications, Department of Transportation, State of California (Caltrans), latest edition, except for references to method of payment, and references to any state furnished materials

1.4 QUALITY ASSURANCE

- A. Provide and install in accordance with SSCDOT.

1.5 SUBMITTALS

- A. Submit data sheets from supplier to document compliance with SSCDOT requirements.
- B. Certificates of compliance for material.
- C. Load tags for delivered material.

1.6 COORDINATION

- A. Coordinate with other work, including subgrade preparation and soil sterilization.
- B. Coordinate installation schedule with Owner's use of the premises and with other contractors working at the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Aggregate Base: Unless specified otherwise on Plans, Class 2, 3/4 Inch Maximum per Section 26 of SSCDOT.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify quantities required.
- B. Verify that subgrade has been placed and compacted per Contract Documents
- C. Verify gradients and elevations of subgrade are correct.

3.2 INSTALLATION OF AGGREGATE BASE COURSE

- A. Install in conformance with SSCDOT Section 26, Aggregate Bases.
- B. Thickness - As shown on construction drawings.
- C. Spreading and Compacting - In accordance with Section 26, SSCDOT. Base course shall be moisture conditioned to within 2% of optimum moisture, placed in uncompacted layers not exceeding six (6) inches in thickness, and compacted as specified, based on ASTM Test Method D1557. The relative compaction of each layer of compacted base material shall be not less than 95 percent.
- D. The completed surface shall be thoroughly compacted, free from ruts, depressions, and irregularities, true to grade and cross-section.
- E. Lines and grades for the installation of aggregate base shall be set by a California licensed Land Surveyor or Civil Engineer, at Contractor's expense.

3.3 TOLERANCES

- A. Compacted thickness of aggregate base: Not less than the thickness specified on the Plans.
- B. Finished Surface: Within 0.02 foot of planned grade per Section 26, SSSCDOT. No more than 50% of the finish surface shall be above or below the specified grade for aggregate base.

3.4 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed by the Owner's inspector, under provisions of Division 01.

3.5 PROTECTION

- A. Immediately after placement and compaction, protect surface from mechanical injury.
- B. Protect completed surface until surfacing layers are in place.

END OF SECTION

SECTION 321216
SOIL STERILIZATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to the work specified in this section.

1.2 SECTION INCLUDES

- A. This Section includes the following:
 - 1. Furnish and install soil sterilant under all asphalt paving.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements.
 - 2. Section 312000 – Earthwork: Excavation, Filling, and Grading
 - 3. Section 321126 – Aggregate Base Course
 - 4. Section 321217 – Asphalt Paving

1.3 STANDARDS

- A. In accordance with the following:
 - CCR-T21 California Code of Regulations, Title 21 Public Works.
 - CBC California Building Code, California Code of Regulations, Title 24, Part 2, CCR-T24.
 - USDA United States Department of Agriculture.
 - EPA Environmental Protection Agency.
 - CL City of Lemoore
 - All applicable Environmental Regulations and Standards.

1.4 QUALITY ASSURANCE

- A. Provide licensed operator to apply soil sterilant.
- B. All products shall comply with the current EPA laws at time of application. Should the products listed become unavailable because of changes in the law, submit substitute products for review by the Owner.

1.5 SUBMITTALS

- A. Submit in accordance with Specification Section SUBMITTAL PROCEDURES.

- B. Certificates of application.
- C. Certificates of compliance for material.

1.6 COORDINATION

- A. Coordinate with other work, including subgrade preparation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Soil Sterilant: Bayer Oust XP, weed and grass preventer, or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that site is ready for application.

3.2 PREPARATION

- A. Identify installation locations.
- B. Employ equipment and methods appropriate to the work site.

3.3 APPLICATION

- A. Thoroughly water soak surface to be treated. Avoid excessive water runoff.
- B. Apply sterilant solution over surface to receive pavement or surfacing prior to the start of pavement or surfacing installation.
- C. Apply in spray form, at rate as allowable by State of California and the manufacturer's recommended application rate.
- D. Take all precautions to limit soil sterilant solution to areas immediately under proposed pavement or surfacing. Use shields as necessary, and do not apply under windy conditions.

3.4 FIELD QUALITY CONTROL

- A. Field inspection will be performed under Specification Section QUALITY REQUIREMENTS.

END OF SECTION

SECTION 321217
ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Provide all material, labor, equipment and services necessary to completely install all pavement materials, accessories and other related items as required by the Contract Documents.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 312200 - Earthwork: Excavation, Filling, and Grading
 - 3. Section 321126 - Aggregate Base Course
 - 4. Section 321216 - Soil Sterilization

1.3 REFERENCES

- A. SSCDOT - Standard Specifications, Department of Transportation, State of California (Caltrans), latest edition, except for references to method of payment, and references to any state furnished materials.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with SSCDOT.
- B. Mixing Plant: Conform to SSCDOT.
- C. Installation Criteria: Asphalt concrete shall show no evidence of cracking, uneven settlement, improper drainage, or untoward junctions with adjoining or existing surfaces. Work displaying such conditions shall be corrected under the Contractor's guarantee of all work.

1.5 SUBMITTALS

- A. Submit under provisions of Division 01.

- B. Mix design
- C. Certificates of compliance for material.
- D. Load tags for delivered material.

1.6 COORDINATION

- A. Coordinate with other work, including subgrade preparation, aggregate base placement and soil sterilization.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt-concrete when atmosphere temperature is less than 50 degrees F, or surface is wet or frozen.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Paint Binder: In accordance with SSCDOT Section 94, Asphaltic Emulsions.
- B. Asphalt-Concrete: Type A in accordance with Section 39, SSCDOT, ½ inch or ¾ inch maximum aggregate (medium) as indicated on the Plans. The asphaltic concrete shall be compacted to an average relative compaction of 97 percent, with no single test value being below a relative compaction of 95 percent based on a 50 blow Marshall maximum density. Use asphalt binder performance grade PG 64-10.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify quantities required. New asphalt-concrete paving is required at all locations shown on the plans, and where existing asphalt-concrete paving to remain is removed or damaged by the Project excavation or related work.
- B. Verify that subgrade or base material has been compacted to required relative compaction and is dry.
- C. Verify gradients and elevations of base are correct.
- D. Verify that subgrade or base material has been sterilized per Section 32 12 16 SOIL STERILIZATION.

3.2 AGGREGATE BASE

- A. Where shown on the construction plans, place and compact aggregate base course per Section 321126 AGGREGATE BASE COURSE.
- B. Where shown on the construction plans, place asphalt on compacted earth subgrade per Section 312000 EARTHWORK: EXCAVATION, FILLING AND GRADING and Section 312300 TRENCH EXCAVATION AND BACKFILL.
- C. A soil sterilant shall be applied over the entire area which is to be paved in accordance with Section 311216 SOIL STERILIZATION

3.3 PREPARATION – PAINT BINDER

- A. Apply paint binder to existing asphalt-concrete or concrete surfaces which will be in contact with asphalt-concrete surfacing.
- B. Rate of application for all surfaces against which asphalt concrete is to be placed shall be no less than 0.02 and no more than 0.05 gallons per square yard. All vertical concrete surfaces which will be in contact with asphalt concrete surfacing and all areas now in place which will be covered with new surfacing materials and feathering operations shall be coated with a paint binder applied at the rate of 0.05 gallons per square yard.

3.4 INSTALLATION OF ASPHALTIC-CONCRETE

- A. Install in conformance with SSCDOT Section 39, Asphalt-Concrete.
- B. Thickness - As shown on construction plans. Where thickness exceeds 3 inches, place in no less than 2 layers with top layer no thicker than one inch. Asphaltic concrete shall be laid to the thickness designated on the Plans. The plan thickness is to be considered as a minimum thickness. The Contractor shall lay the asphaltic concrete to a depth required to insure that, after compaction, the in place compacted thickness is equal to or greater than the specified plan thickness.
- C. The Contractor shall provide to the Engineer the truck delivery weight tags for the asphaltic concrete material. The quantity delivered shall be equal to or greater than the calculated in place quantity based on the specified thickness and area to be paved as designated on the construction plans and based on a unit density of the asphaltic concrete of 141 pounds per cubic feet.
- D. Asphalt type: PG 64-10
- E. Compaction Equipment - In accordance with Section 39, SSCDOT. At small difficult areas, equipment may be altered as approved by Engineer.
- F. The completed surface shall be thoroughly compacted, free from ruts, depressions, and irregularities and to be true to grade and cross-section.

3.5 TOLERANCES –GENERAL

- A. Finished Surface: within 0.02 foot of planned grade.
- B. Flatness: Maximum variation of 1/4 inch measured with 10-foot straight edge.
- C. Scheduled Compacted Thickness: Not less than specified.

3.6 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Division 01.
- B. Pavement shall comply with the following:
 - 1. Water shall not be able to accumulate at any point and the surface shall be free to drain to drainage inlets or gutters.
 - 2. The paving contractor shall water flood the surface with the use of a water truck. If, after 30 minutes on a 70 degree F day, "bird baths" are evident in a depth more than 0.01 foot, the paving contractor and the Owner's representative will determine the best method of correction.
 - 3. A 10 foot straightedge shall be used to check for high spots and ridges. High spots and ridges out of compliance shall be reduced by a remedy determined by the paving contractor and the Owner's representative.
- C. Should a section of the work be not acceptable on the basis of inadequate compaction and/or the mixture becomes loose and broken, mixed with dirt, out of tolerance, or in any other way defective, it shall be repaired or removed and replaced with fresh mixture and immediately compacted to conform to the surrounding area to the satisfaction of the Owner.

3.7 PROTECTION

- A. Immediately after placement, protect pavement from mechanical injury.
- B. Protect sealed surface until it is cured.

END OF SECTION

SECTION 321313
SITE CONCRETE IMPROVEMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. All material, labor, equipment and services necessary to completely install exterior Portland cement flatwork, cast-in-place concrete, and architectural flatwork concrete, accessories and other related items, slabs, ramps and sidewalks and walkways, curb and gutter, mowstrips, and other miscellaneous concrete items of the form and dimensions shown on the plans and necessary to complete the project, and in accordance with the requirements of the Standard Specifications as modified and supplemented by these Special Provisions
- B. RELATED SECTIONS:
 - 1. Contract General Conditions and Division 1, General Requirements.
 - 2. Section 312000 - Earthwork: Excavation, Filling, and Grading
 - 3. Section 321126 - Aggregate Base Course
 - 4. Section 321315 - Concrete Reinforcement

1.3 REFERENCES

- A. SSCDOT - Standard Specifications, Department of Transportation, State of California (Caltrans), latest edition, except for references to method of payment, and references to any state furnished materials.
- B. ACI standards, including but not limited to #304, 305, 306, 308, 309 and 347.
- C. ASTM standards, including but not limited to #C-33, C-39, C-94, C-136, C-143, C-150, and C-309.

1.4 SUBMITTALS

- A. Submit under provisions of Specification Section SUBMITTALS.
 - 1. Certificates of compliance for materials and mix designs.
 - 2. Load tags for delivered material.
 - 3. Strength testing as required by the approving agency.
 - 4. Integral color sample, where applicable.
 - 5. Application instructions for the architectural finish materials.

6. Accessories and manufacturer's installation specifications.

1.5 QUALITY ASSURANCE

- A. Furnish concrete materials conforming with SSCDOT.
- B. Perform work in accordance with SSCDOT, unless noted otherwise herein.

PART 2 - PRODUCTS

2.1 MIXES

- A. Mix Design and Proportions in accordance with SSCDOT:
 1. Mix designs with Fly Ash content no greater than 15 percent of the total weight of cementitious materials shall be proportioned by SSCDOT.
 2. Provide a maximum of 4 percent air entrainment, unless noted otherwise.
 3. Owners Testing laboratory shall review all mix designs before submittal.
 4. All concrete shall have the following minimum compressive strengths in accordance with ACI 318 and SSCDOT at 28 days and shall be proportioned within the following limits:
 - a. Site Concrete: Use for exterior concrete slabs on grade including, but not limited to sidewalks, curbs, gutters, mow strips, utility appurtenances and miscellaneous site improvements.

1) Strength:	3,000 psi at 28 days
2) Maximum Aggregate Size:	1-inch
3) Cement Type:	Type II/V
4) Cement Content:	5.5 sacks/yd minimum
5) Max Water/Cement Ratio:	Per SSCDOT
6) Admixture	Per SSCDOT
 - b. Structures & Vehicular Concrete Paving: Use for site structures and exterior slabs on grade subject to vehicle traffic.

1) Strength:	4,000 psi at 28 days
2) Maximum Aggregate Size:	1-inch
3) Cement Type:	Type II/V
4) Cement Content:	6.5 sacks/yd minimum
5) Max Water/Cement Ratio:	Per SSCDOT
6) Admixture:	Per SSCDOT
 - c. Slurry Backfill: Use for backfill of over-excavated trenches, encasement of all penetration, and site utility piping.

1) Maximum Aggregate Size:	3/8-inch
2) Cement Type:	Type II/V
3) Cement Content:	2.0 sacks/yd minimum
- B. Reinforcement shall comply with relevant portions of Division 32 Specification Section CONCRETE REINFORCEMENT.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Subgrade shall conform to the requirements of Division 31 Specification Section EARTHWORK: EXCAVATION, FILLING AND GRADING. The District may elect to verify compacted subgrade elevations by measurement made from adjacent existing improvements or by a template supported by forms.

3.2 GENERAL CONCRETE

- A. Concrete placement shall conform to the applicable requirements of Standard Specification Sections 51 and 90. Concrete shall not be placed when the air temperature in the shade at the project site exceeds 95° F or is below 45° F, or when the temperature of the concrete exceeds 85° F.
- B. After the concrete has been placed, it shall be struck off to proper section and compacted with a grid of parallel metal bars until a layer of mortar not less than 3/8 inch thick has been brought to the surface. All exposed concrete surfaces shall receive a medium broom finish applied transversely to the line of pedestrian traffic or to the longest dimension of the concrete, as applicable.
- C. General concrete surfaces shall be cured by the curing compound method and shall be protected in accordance with the provisions of Subsections 90-1 and 90-2 of the Standard Specifications.

3.3 PROTECTION OF CONCRETE

- A. The Contractor shall be responsible for the condition of all concrete work until such time as all work has been completed and is accepted by the District. The Contractor shall limit vehicular travel across concrete until such time as the concrete has achieved strength sufficient that it can support traffic without damage. In no case, however, will vehicles be allowed to travel across new concrete improvements until seven calendar days have passed since the concrete was placed.

3.4 CONCRETE JOINTS

- A. Expansion joints and weakened plane joints shall be constructed at the locations shown on the plans or as directed by the Engineer. Where joint locations are not specified on the plans, expansion joints shall be constructed at maximum intervals of 36 feet, and weakened plane joints shall be constructed at maximum intervals of 12 feet.
- B. Expansion joints shall be considered as weakened plane joints for the purpose of spacing weakened plane joints. Expansion joints shall be tooled with a 1/4 inch maximum radius edger, and shall be filled with 3/8 inch pre-formed expansion joint filler.

- C. Sealant shall be a two-component, pourable, self-leveling, fast curing, polyurethane elastomeric sealant shall be installed above the felt material in conformance with the details shown on plans. Sealant shall be SikaFlex 2C-SL, or approved equal, and installed per the manufacturer's recommendations. Color of sealant shall be approved by District, prior to installation.

3.5 CONCRETE FINISHES

- A. Where concrete is being installed adjacent to or near existing concrete improvements, match the finish of similar concrete surfaces (i.e. new sidewalks shall match existing sidewalks, new curbs shall match existing curbs, etc.).
- B. Sidewalks and Mowstrips: Medium sweat finish or medium broom finish perpendicular to the direction of travel.
- C. Curbs: Trowel smooth and finish with a light brush.
- D. Gutters: Medium broom finish parallel with curb or direction of flow.
- E. Drive approaches and wheelchair ramps: medium broom finish, perpendicular to the direction of travel.

3.6 INSTALLATION OF ACCESSORIES

- A. Strictly comply with manufacturer's instructions and recommendations and approved details. Securely anchor work to substrate.

3.7 REPAIR AND CLEAN-UP

- A. Contractor shall legally remove all trash, debris, containers and excess materials from the site on a periodic basis, and shall keep the work broom clean until Owner's acceptance.
- B. The Contractor shall be held responsible for the repair and/or replacement of new or existing improvements damaged as a result of this work to the satisfaction of the Owner.
- C. The Contractor shall provide roll-off bins for wash-out of ready mix concrete trucks and pumpers. Do not allow concrete debris or cement water onto soils scheduled for landscape planting.

END OF SECTION

SECTION 321315
CONCRETE REINFORCEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Deformed reinforcing bars for site concrete improvements.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 321313 - Site Concrete Improvements

1.3 SUBMITTALS

- A. Submit in accordance with Specification Section SUBMITTALS and the Contract General Conditions.
 - 1. Mill test certificates identifying chemical and physical analysis of each load of reinforcing steel delivered. If mill test reports are not available and the quantity of steel for a structure exceeds 5 tons, provide a laboratory test to prove yield strength and bending.
 - 2. Drawings and placing diagrams for each grade slab including dowels and corner bars.
 - 3. On the placing diagrams, show all openings for pipelines and architectural features. Include additional reinforcing at openings and corner bar arrangements at intersecting beams, walls, and footings.
 - 4. Coordinate placing diagrams with the concrete placing schedule.

1.4 PRODUCT DELIVERY

- A. Deliver reinforcement to project site in bundles marked with tags indicating bar size and length.
- B. Store on wooden supports above ground surface.

PART 2 - PRODUCTS

2.1 BARS

- A. Bars shall be deformed billet steel conforming to ASTM A 615, Grade 60. Mixing of steel grades will not be allowed.

2.2 BAR SUPPORTS

- A. Bar support shall be concrete or metal chairs, spacers or hangers. Reinforcing bars shall not be supported by forms.

2.3 TIE WIRE

- A. Tie wire shall be annealed steel wire of not less than 16-gauge.

PART 3 - EXECUTION

3.1 PLACEMENT

- A. Position reinforcement in accordance with the drawings, secure with wire ties or suitable clips at all intersections, and support by an adequate number of concrete or metal chairs, spacers, or metal hangers such that reinforcing bars do not sag more than one quarter of an inch (1/4") between supports. Do not place reinforcement or supports in contact with the forms. Bend tie wires away from the forms in order to provide the specified concrete coverage. To secure reinforcement in position, the Contractor may elect to locate bars additional to those shown on the drawings, but at no additional cost to the Owner.
- B. Set reinforcing dowels and anchor bolts in place prior to placing concrete. Do not press them into the concrete after the concrete has been placed.

3.2 SPLICES

- A. Splice bars only at locations shown on the drawings. Where splices are not detailed, lap bars 72 bar diameters.

3.3 CLEANING

- A. Remove dirt, form oil, excessive rust, cement coating from previous pours, and foreign matter that will reduce bond with concrete.

3.4 PROTECTION DURING CONCRETING

- A. Keep reinforcing steel in proper position during concrete placement.

END OF SECTION

SECTION 321723
PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section includes the following:
 - 1. Furnish and install paint markings for parking stall, traffic delineation, wording, ADA markings, and hatching area on concrete and asphalt concrete pavement.
- B. RELATED SECTIONS
 - 1. Contract General Conditions and Division 1, General Requirements
 - 2. Section 32 12 17 - Asphalt Paving
 - 3. Section 32 13 13 - Site Concrete Improvements

1.3 REFERENCES

- A. SSCDOT Standard Specifications, California Department of Transportation (Caltrans), latest edition, except for references to methods of payment and to furnishing of materials by State.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Certificates of compliance for materials.

1.5 COORDINATION

- A. Coordinate work with other work, including associated traffic signing.
- B. Commence striping or marking of asphalt concrete no sooner than 7 days following any sealing of the asphalt concrete.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Paint: Quick drying, high visibility water soluble acrylic striping paint; Stripe Master, Wikel Mfg. Company, or similar by Sherwin Williams, J.E. Bauer, or PPG, or approved equal.
- B. Paint shall be of color indicated on the construction plans.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that site is ready for application.

3.2 PREPARATION

- A. Identify installation locations. Place parking stall striping, traffic marking, wording, disabled symbol and access striping at locations, as shown on construction plans.
- B. Thoroughly clean all surfaces to be painted.
- C. Employ equipment and methods appropriate to the work site.
- D. Provide vehicular and traffic controls per Division 1.

3.3 INSTALLATION

- A. Apply paint striping and marking as indicated on the plans.
- B. Apply paint uniformly, straight and true, with equipment designed for traffic striping and marking applications.
- C. Apply paint striping and marking per Section 84 of SSCDOT, except supply paint conforming to 2.1 A. of this specification.
- D. Apply a minimum of 2 separate coats of paint at all striping and marking locations, including asphalt concrete and concrete surfaces.
- E. Paint international symbol of accessibility at the location as shown on the plans.
- F. Paint accessible access area striping at the location as shown on the plans.

3.4 FIELD QUALITY CONTROL

- A. Field inspection will be performed under provisions of Division 1.

END OF SECTION



May 5, 2026

SEI File No. 26-20768

West Hills Community College District

275 Phelps Ave
Coalinga, CA 93210

Attention: Mr. Joshua Allen

Subject: Geotechnical Engineering Services

Project: West Hills Lemoore Pavement Repair

Location: 555 College Ave, Lemoore, CA 93245

Dear Mr. Allen:

Soils Engineering, Inc. (SEI) has conducted a geotechnical investigation for the proposed project located in Lemoore, California. Our scope of work included sampling subgrade materials, laboratory testing, engineering analyses, and preparation of this report.

BACKGROUND

The site is located at the existing West Hills Lemoore campus in Lemoore, CA. SEI understands that the pavement in the roundabout located east of Building 100 is damaged and in need of repair. A combination of nearby irrigation run-off and an existing vapor barrier under the pavement are the suspected cause of the damage.

FIELD INVESTIGATION

SEI cored the existing roundabout pavement and performed shallow borings to identify if plastic liner was located below the prepared pavement subgrade.

SEI has presented the locations and descriptions of soils encountered on Table 1-A, current pavement section.

TABLE 1-A CURRENT PAVEMENT SECTION				
ID	Concrete (in)	Sand*	Aggregate Base	Subgrade
C-1	6	1	7	Native Clayey Silt, very moist
C-2	6	1	8	Native Clayey Silt, very moist
C-3	6	1	7	Native Clayey Silt, very moist
C-4	6	2	-**	-**

*Plastic liner was encountered below the sand layer.

**SEI did not core through the plastic liner.

CONCLUSION AND RECOMMENDATIONS

Based on the field investigation, SEI recommends removing the existing drive lane of the roundabout. The existing curb and gutter may stay if water is properly drained to a storm drain device. The design civil engineer must determine that the existing curb and gutter have proper drainage. The new concrete pavement must have proper drainage. The lawn in the middle of the roundabout must be removed and can be replaced with drip irrigation landscape.

Proposed Pavement:

1. Based on the soils encountered, SEI recommends 10 inches of concrete underlined with 18 inches of compacted Class II aggregate base. Concrete must be 4,000 psi mix with Type II/V cement. The contraction joints should be placed at a maximum spacing of 12 ft intervals in each direction. The depth of the contraction joints should be at least one-quarter the slab thickness, at least 3/8-inch wide and filled with an approved sealant. Construction joints, per joint sealant manufacturers' recommendations, and isolation joints are also recommended, as needed.
2. A geogrid (Tensar BX1200 or equivalent) should be placed below the aggregate base. The geogrid should be placed with a minimum 2 ft overlap.
3. Tracked machinery must be used for excavation and compaction.

Excavation bottoms shall be reviewed for indications of soft subgrade soil by the geotechnical engineer or his representative prior to any backfill operations. Where these are encountered, they should be excavated and removed, or excavated and compacted as directed by the geotechnical engineer. Fill placement in excavations shall not proceed until the geotechnical engineer or his representative on the site has reviewed, tested as described above and accepted materials exposed at the bottom of the excavation.

We hope this provides the information you require. If you have any questions or need further assistance, please contact our office.

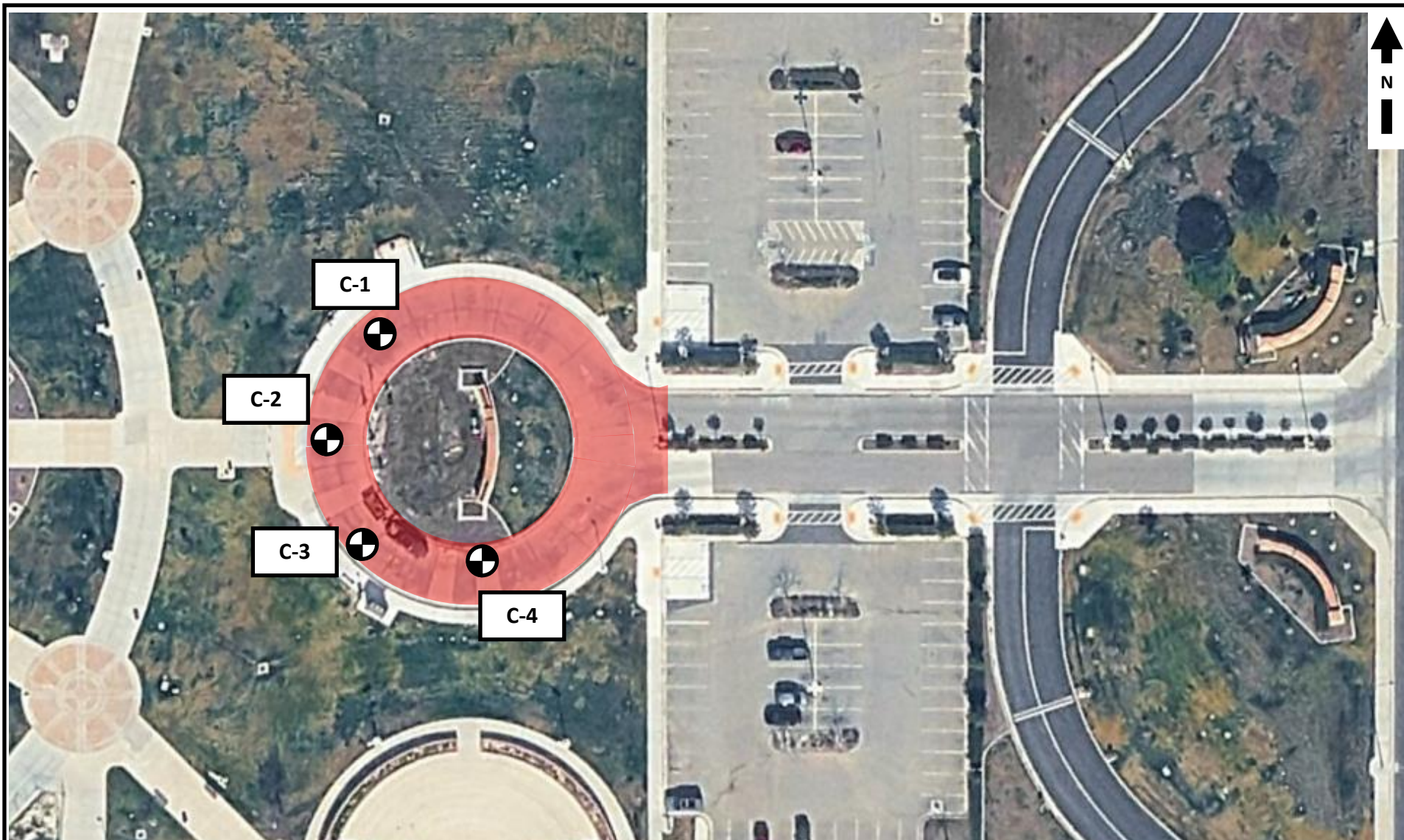
Respectfully,
SOILS ENGINEERING, INC.


On Man Lau, P.E., G.E.
Engineering Manager



Attachments:

Coring Location Map



Approximate Core Location



Pavement To Be Repaired



West Hills Lemoore Pavement Repair
Coring Location Map
555 College Ave, Lemoore, CA 93245

Figure 1