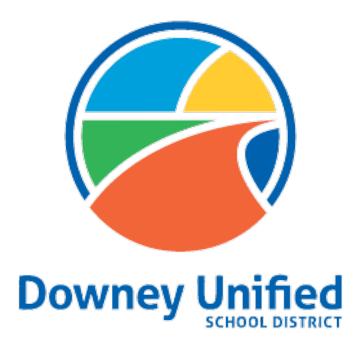
# **PROJECT MANUAL**



Bid No. 22-23/17
Warren High School
Baseball Field Irrigation Repair
March 30, 2023

# **DOCUMENT 00 01 10**

# **TABLE OF CONTENTS - CONTRACT DOCUMENTS**

# PROCUREMENT AND CONTRACTING REQUIREMENTS

Division 00	Section	Title
	00 01 01	Title Page
	00 01 10	Table of Contents (This Document)
	00 01 15	List of Drawings, Tables and Schedules
	00 11 16	Notice to Bidders / Invitation to Bid
	00 21 13	Instructions to Bidders
	00 31 19	Existing Information and Documentation Regarding Project Site
		(NOT part of the Contract Documents)

	DOCUMENTS THAT BIDDER MUST SUBMIT AS PART OF ITS BID
00 41 13	Bid Form
00 43 13	Bid Bond (Security)
00 43 36	Designated Subcontractors List
00 43 40	Noncollusion Declaration
00 43 50	Iran Contracting Act Certification
00 45 00	Notice of Award
00 45 10	Agreement
00 45 40	Certifications to be Completed by Contractor

00 43 40	certifications to be completed by contractor
00 45 85	Criminal Background Investigation/Fingerprinting Certification
00 54 70	Storm Water Pollution Prevention Plan
00 61 14	Performance Bond
00 61 15	Payment Bond (Contractor's Labor and Material Bond)
00 63 40	Allowance Expenditure Directive Form
00 63 57	Proposed Change Order Form
00 63 63	Change Order Form
00 70 00	General Conditions
00 71 00	Special Conditions & Supplementary Conditions
00 91 13	Addenda - All addenda issued by District become part of the Contract.

# <u>SPECIFICATIONS – GENERAL REQUIREMENTS</u>

Division 01	Section	Title
	01 11 00	Summary of Work
	01 12 10	Contract Forms and Submittals
	01 20 00	Price and Payment Procedures
	01 21 00	Allowances
	01 23 00	Alternates and Unit Pricing
	01 25 10	Product Options and Substitutions
	01 26 00	Contract Modification Procedures
	01 26 10	Requests for Information
	01 31 00	Coordination and Project Meetings
	01 32 16	Construction Schedule - Network Analysis
	01 33 00	Submittals
	01 40 00	Quality Requirements
	01 42 13	Abbreviations and Acronyms
	01 42 16	General Definitions and References
	01 45 29	Testing Laboratory Services
	01 50 00	Temporary Facilities and Controls
	01 52 10	Site Standards
	01 56 39	Temporary Tree and Plant Protection
	01 57 10	Storm Water Pollution Prevention Plan (SWPPP) – Construction
	01 60 00	Materials and Equipment
	01 66 10	Delivery, Storage and Handling
	01 73 00	Execution
	01 73 10	Cutting and Patching
	01 77 00	Contract Closeout and Final Cleaning
	01 78 23	Operation and Maintenance Data
	01 78 36	Warranties
	01 78 39	Record Documents
	01 91 00	Commissioning

# **TECHNICAL SPECIFICATIONS**

Division 02	02 00 00	EXISTING CONDITIONS
Division 03	03 00 00	CONCRETE
Division 04	04 00 00	MASONRY
Division 05	05 00 00	METALS
Division 06	06 00 00	WOOD, PLASTICS, AND COMPOSITES
Division 07	07 00 00	THERMAL AND MOISTURE PROTECTION
Division 08	08 00 00	OPENINGS
Division 09	09 00 00	FINISHES
Division 10	10 00 00	SPECIALTIES
Division 11	11 00 00	EQUIPMENT
Division 12	12 00 00	FURNISHINGS
Division 13	13 00 00	SPECIAL CONSTRUCTION
Division 14	14 00 00	CONVEYING EQUIPMENT
Division 15	15 00 00	[RESERVED]
Division 16	16 00 00	[RESERVED]
Division 17	17 00 00	[RESERVED]
Division 18	18 00 00	[RESERVED]
Division 19	19 00 00	[RESERVED]
Division 20		[RESERVED]
Division 21	21 00 00	FIRE SUPPRESSION
Division 22	22 00 00	PLUMBING
Division 23	23 00 00	HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)
Division 24		[RESERVED]
Division 25	25 00 00	INTEGRATED AUTOMATION
Division 26	26 00 00	ELECTRICAL
Division 27	27 00 00	COMMUNICATIONS
Division 28	28 00 00	ELECTRONIC SAFETY AND SECURITY
Division 29		[RESERVED]
Division 30		[RESERVED]
Division 31	31 00 00	EARTHWORK
Division 32	32 00 00	EXTERIOR IMPROVEMENTS
Division 33	33 00 00	UTILITIES
Division 34	34 00 00	TRANSPORTATION
Division 35		WATERWAY AND MARINE CONSTRUCTION
Division 36		[RESERVED]
Division 37		[RESERVED]
Division 38		[RESERVED]
Division 39		[RESERVED]
Division 40	40 00 00	PROCESS INTEGRATION
Division 41	41 00 00	MATERIAL PROCESSING AND HANDLING EQUIPMENT
Division 42	42 00 00	PROCESS HEATING, COOLING, AND DRYING EQUIPMENT
Division 43	43 00 00	PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE EQUIPMENT
Division 44	44 00 00	POLLUTION CONTROL EQUIPMENT
Division 45	45 00 00	INDUSTRY-SPECIFIC MANUFACTURING EQUIPMENT
Division 46	46 00 00	WATER AND WASTEWATER EQUIPMENT
Division 47		[RESERVED]
Division 48	48 00 00	ELECTRICAL POWER GENERATION
Division 49		[RESERVED]

#### **DOCUMENT 00 01 15**

#### **LIST OF DRAWINGS, TABLES AND SCHEDULES**

# **DRAWINGS**

SHEET NUMBER

SHEET DESCRIPTION

**GENERAL** 

G001 COVER SHEET

G101 GENERAL INFORMATION, SHEET INDEX

IRRIGATION

IR 101 IRRIGATION PLAN

IR 102 IRRIGATION LEGENDS, NOTES AND DETAILS

IR 103 IRRIGATION DETAILS

ARCHITECTURAL

A101 DEMOLITION SITE PLAN

A111 SITE PLAN

## **SCHEDULES**

#### **WORK HOURS**

Monday through Saturday 7 AM to 3:30 PM

## **SEQUENCE SCHEDULE**

• Coordinate with District Electrical Contractor for all required infrastructure for scoreboard relocation

#### **DOCUMENT 00 11 16**

#### NOTICE TO BIDDERS / INVITATION TO BID

1. Notice is hereby given that the governing board ("Board") of the **Downey Unified School District** ("District") will receive sealed bids to construct the following project:

Bid No. 22/23-17 - Warren High School Baseball Field Irrigation Project ("Project" or "Contract")

- 2. located at Warren High School, 8141 De Palma, Downey, CA 90241.
- 3. Contractors must submit sealed bids on or before 10 AM on April 19, 2023 at the District Office Facilities Department, located at T-5, 11627 Brookshire Ave., Downey, CA 90241 at or after which time the District will open the bids and publicly read them aloud. Any claim by a Bidder of error in its bid must be made in compliance with Public Contract Code § 5100, et seq. Any bid that is submitted after this time shall be non-responsive and returned to the Bidder. The District is not responsible for Bids that are received after the deadline noted above.
- 4. The Project consists of:

# Grading and irrigation modification to existing play field and relocate existing baseball scoreboard to new location

- 5. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
- 6. To bid on this Project, the Bidder is required to possess one or more of the following State of California Contractor Licenses: B

The Bidder's license(s) must be active and in good standing at the time of the bid opening and must remain so throughout the term of the Contract.

- 7. As security for its Bid, each Bidder shall provide with its Bid form
  - a bid bond issued by an admitted surety insurer on the form provided by the District,
  - cash, or
  - a cashier's check or a certified check, drawn to the order of the Downey Unified School District

in the amount of ten percent (10%) of the total bid price. This bid security shall be a guarantee that the Bidder shall, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.

- 8. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the contract for the Project.
- 9. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of Public Contract Code § 22300.
- 10. The successful Bidder and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to Labor Code § 1770 et seq. Prevailing wage rates are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics\_and\_databases.html. Bidders and Bidders' subcontractors shall comply with the registration and qualification requirements pursuant to Labor Code §§ 1725.5 & 1771.1

- 11. A mandatory pre-bid conference and site visit will be held on March 30, 2023 starting at 8 AM at Warren High School, 8141 De Palma, Downey, CA 90241 and meeting by the back gate at the corner of Mac Govern and Manatee. All prospective Bidders are required to sign in. The Site Visit is expected to take approximately an hour. Failure to attend or tardiness will render bid ineligible.
- 12. Contract Documents are available on or after March 30, 2023, for review at the District Facilities Office. In addition, Contract Documents are available on the district website: <a href="https://web.dusd.net/purchasing/#bids">https://web.dusd.net/purchasing/#bids</a>.
- 13. The District's Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful Bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no Bidder may withdraw its bid for ninety (90) days after the date of the bid opening.
- 14. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible Bidder based on: The base bid amount only.

#### **DOCUMENT 00 21 13**

#### **INSTRUCTIONS TO BIDDERS**

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

**Downey Unified School District** ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. **Project.** Bids are requested for a general construction contract, or work described in general, for the following project:

Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Project" or "Contract")

- 2. <u>Submittal of Bids.</u> District will receive sealed Bids from Bidders as indicated in the Invitation to Bid and each Bidder shall ensure that its Bid contains all documents as required herein and is submitted by date and time shown in the Invitation to Bid.
  - a. Contractors must ensure the District receives its bid, sealed and marked with name and address of the Bidder, the Project name and number, the bid number and bid package (if applicable), and the date for opening bids.
- 3. Bid Opening. Bids will be opened at or after the time indicated for receipt of bids.
- 4. **Complete Bids.** Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Each Bidder must complete and submit all of the following documents as its Bid:
  - Unit Price Sheet
  - Bid Form
  - Bid Bond or other security
  - Designated Subcontractors List
  - Noncollusion Declaration
  - Iran Contracting Act Certification
  - a. <u>Bid Form.</u> Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit scanned, re-typed, word-processed, or otherwise recreated versions of the Bid Form or other District-provided documents.
  - b. <u>Bid Bond or Other Security.</u> Bidders must submit their Bid Form with cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of their base Bid amount, including all additive alternates. Required form of corporate surety, Bid Bond, is provided by District and must be used and fully completed by Bidders choosing to provide a Bid Bond as security. The Surety on Bidders' Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.
  - c. <u>Designated Subcontractors List.</u> Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the Bidder's total

- Bid. Failure to fully complete and submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.
- d. <u>Noncollusion Declaration.</u> Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.
- e. <u>Iran Contracting Act Certification.</u> Bidders shall submit the Iran Contracting Act Certification with their Bids. Bids submitted without the Iran Contracting Act Certification shall be deemed non-responsive and will not be considered.
- 5. **Erasures.** Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.
- 6. Prevailing Wages. Pursuant to sections 1770 et seq. of the California Labor Code, Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of work performed and the locality in which the work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR are on file with the District and are available to any interested party on request or at www.dir.ca.gov/oprl/statistics\_and\_databases.html.
- 7. Contractor Registration. Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5. Bidder and its subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract.
- 8. <u>Bidder Diligence.</u> Submission of Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
  - a. Bidder has visited the Project Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
  - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions. Bidder has notified the District if it contends that it requires additional examinations, investigations, explorations, tests, reports, studies, or similar information or data prior to submitting its bid;
  - c. Bidder has correlated its knowledge and the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. **Conditions Shown on the Contract Documents**: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
  - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that this information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make that verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
  - As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of this information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from that information; nor is District responsible for subsurface conditions that are not specifically shown if those subsurface conditions are reasonably determinable by above-ground conditions and observation or as-built conditions (e.g., subsurface soil conditions in areas contiguous to areas where an above-ground condition is shown; utility pipes between a manhole and a water source, etc.).
- h. **Conditions Shown in Reports and Drawings Supplied for Informational Purposes**: Reference is made to the document entitled Existing Information and Documentation Regarding Project Site, for identification of:
  - (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and
  - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.
  - (3) These reports and drawings are <u>not</u> Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Existing Information and Documentation Regarding Project Site, and underground facilities data, Bidder may not in any manner rely on the

information in these reports and drawings.

- 9. <u>As-Builts.</u> Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Information and Documentation Regarding Project Site applies to all supplied "as-built" drawings.
- 10. **Questions.** All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to those questions will be issued in writing by Addenda faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than **SEVEN (7)** calendar days prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 11. <u>Addenda.</u> Addenda may also be issued to modify parts of the Contract Documents as deemed advisable by the District. Bidder must acknowledge each Addendum in its Bid Form by number or its Bid may be considered non-responsive. Each Addenda shall be part of the Contract Documents. A complete listing of Addenda may be obtained from the District.
- 12. <u>Substitution for Specified Items</u>. Bids shall be based on products and systems specified in the Contract Documents or listed by name in Addenda. All requests must comply with the requirements specified in the General Conditions, the Specifications and the following:
  - a. Request for Substitution Prior to Bid.
    - (1) District must receive any request for substitution a minimum of **FOURTEEN (14)** calendar days prior to the date of bid opening.
    - (2) Information with Request. Requests for substitutions shall contain sufficient information to assess acceptability of the product or system and impact to Project, including, without limitation, the requirements specified in the General Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
    - (3) The District's denial of a substitution request prior to the date of bid opening shall be conclusive, requiring Bidders to list only approved items. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidder's Bid shall be deemed non-responsive if it identifies a product or manufacturer of a non-approved substitution.
    - (4) Approved substitutions shall be listed in Addenda.
    - (5) District reserves the right not to act upon submittals of substitutions until after the date of bid opening. If the District does not act on a substitution request prior to the date of bid opening, Bidders must bid based on products and systems specified in Contract Documents or listed by name in Addenda.
  - b. Request for Substitution after Bid Award. Substitutions may be requested after the Contract has been awarded only if indicated in and in accordance with requirements specified in the General Conditions, as may be modified in the Special Conditions.
- 13. <u>Alternates.</u> The Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction, that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work. The District shall award the Contract, if it awards it at all, to the lowest responsive

responsible bidder based on the criteria as indicated in the Invitation to Bid.

- 14. Notice of Award. The Bidder awarded the Contract shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7<sup>TH</sup>) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to, among other remedies, make a claim against Bidder's Bid Bond or deposit Bidder's cash, cashier's check, or certified check. The proceeds thereof may be retained by District as liquidated damages, in District's sole discretion.
  - a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
  - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
  - d. Insurance Certificates and Endorsements as required.
  - e. Certifications to be Completed by Contractor
  - f. Criminal Background Investigation/Fingerprinting Certification.
- 15. Notice to Proceed. District may issue a Notice to Proceed within THREE (3) months from the date of the Notice of Award. Upon receipt of the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation or additional time when the Notice to Proceed is issued within the 3-month period.
  - a. The District may postpone issuing the Notice to Proceed beyond the 3-month period, upon reasonable notice to Contractor.
  - b. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, the Contractor may, by written notice to District within **SEVEN (7)** calendar days after receipt by Contractor of District's notice of postponement, take one of the following actions:
    - (1) Agree with the postponement. This would be at no additional cost to the District.
    - (2) **Terminate the Contract**. District shall only be obligated to pay Contractor for any Work that Contractor had performed at the time of notification of postponement and that the District had in writing authorized Contractor to perform, if any, prior to issuing a Notice to Proceed.
    - (3) Request additional compensation. Contractor must submit detailed documentation demonstrating the need for that additional compensation, compared to the calculations and amounts that Contractor used to prepare its bid. If the Parties do not agree on an amount for the requested additional compensation, the Contractor can agree to the postponement without any additional compensation, or either Party may terminate the Contract.
  - c. If the Contract is terminated as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible Bidder.
- 16. <u>Bid Protests.</u> Any bid protest by any Bidder regarding any other bid on this Project must be submitted in writing to the District, before 5:00 p.m. of the <u>THIRD (3<sup>rd</sup>)</u> Business Day following the date of bid opening.

- a. The protest must contain a complete statement of any and all bases for the protest.
- b. The protest must refer to the specific portions of all documents that form the bases for the protest, including the specific portion(s) of the bid(s) that the Bidder is protesting.
- c. The protest must include the name, address and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest, which must include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
- 17. Rejection of Bids. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any Bidder if District believes that it would not be in the best interest of the District to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for work item(s) that represent substantive work and/or overly-enhanced prices for nominal work item(s).
- 18. <u>Bidder's Representative's Authority.</u> Each bid must be executed by an authorized representative of the Bidder. Bidders may be asked to provide documentation of that authority (e.g., an authenticated resolution of its Board of Directors, a power of attorney evidencing the capacity of the person signing the Bid Form to bind the Bidder to its bid, etc.).
- 19. <u>Bidder Responsibility.</u> Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the Contract Time.

#### **DOCUMENT 00 31 19**

#### **EXISTING INFORMATION AND DOCUMENTATION REGARDING PROJECT SITE**

#### 1. Summary

This document describes existing conditions at or near the Project and use of information available regarding existing conditions. This document is <u>not</u> part of the Contract Documents. See General Conditions for definition(s) of terms used herein. Contractor is required to request from the District a copy of any reports that it believes are necessary to perform Contractor's Work in a safe, efficient and workman-like manner.

#### 2. Reports and Information on Existing Conditions

- a. Documents providing a general description of the Site and conditions of the Work may have been collected by District, its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- b. Information regarding existing conditions may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports, documents, and other information are <u>not</u> part of the Contract Documents.
- c. Information regarding existing conditions may also be included in the Project Manual, but shall <u>not</u> be considered part of the Contract Documents.
- d. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
  - (1) **Geotechnical Data**. Geotechnical data at or near the Project that is in the District's possession available for Contractor's review.
  - (2) Hazardous Material Reports
  - (3) Asbestos and/or AHERA Reports. Asbestos survey report, prepared for this Project and/or this

#### 3. Use of Information

- a. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is **not** part of the Contract Documents.
- b. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Bidder represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- c. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor must perform as a condition to bidding, and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.
- d. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information.

e. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Bidder has conducted the independent investigation required of it pursuant to the Instructions to Bidders, and discrepancies are not apparent.

#### 4. Limited Reliance on Certain Information

- a. Reference is made herein for identification of:
  - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.
  - (2) Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.
- b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:
  - (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
  - (2) The term "technical data" shall not include the location of underground facilities.
  - (3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
  - (4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

#### 5. Investigations/Site Examinations

- a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Invitation to Bid and only under the provisions of

the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.
END OF DOCUMENT

#### **DOCUMENT 00 41 13**

#### **BID FORM**

Governing Board of **Downey Unified School District** ("District")

To:

Frc	m:(Proper Name of Bidder)	
1.	<b>Total Bid.</b> The undersigned declares that the Contract Documents including, without limitation, the Invitation to Bid, the Instructions to Bidders, and the Special Conditions have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications for the following project:	
	Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:	
	NOTE: IF THERE ARE ALLOWANCES IDENTIFIED IN THIS BID FORM, DO \$ Dollars NOT INCLUDE ANY ALLOWANCE(S) AMOUNTS IN THESE BID AMOUNTS.	

- 2. <u>Allowance(s)</u>. The Bidder's Base Bid shall <u>NOT</u> include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.
- 3. <u>Contract Review.</u> The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this bid, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
- **4.** Requests for Clarification. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
- **5.** <u>Contract Time.</u> The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
- **6.** <u>Contractual Provisions.</u> The undersigned hereby acknowledges and agrees to be bound by following provisions and all provisions in the Contract Documents:
  - The liquidated damages clause of the General Conditions and Agreement.
  - The "Changes in the Work" provisions in the General Conditions that limit the permitted charges and mark-ups on change orders and on the amount of home office overhead that the successful bidder can receive from the District.

- The "Claims" provisions in the General Conditions that delineate the required process to submit and process disputes and claims.
- The "COVID-19" provisions in the Contract Documents related to the Contractor's staffing requirements and its compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain.
- 7. <u>Bid Open for 90 Days.</u> It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
- 8. Attachments. The following documents are attached hereto:
  - The Bid Bond on the District's form or other security
  - The Designated Subcontractors List
  - The Noncollusion Declaration
  - Iran Contracting Act Certification
- 9. Addenda Acknowledgement. Receipt and acceptance of the following addenda is hereby acknowledged:

No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated
No, Dated	No, Dated
Or check here if <u>no</u> addenda were issued.	

- 10. <u>Bidder's License.</u> Bidder acknowledges that the license required for performance of the Work is as stated in the Invitation to Bid. Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.
- **11.** <u>Labor Harmony.</u> The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
- **12.** <u>DIR Registration.</u> Bidder shall ensure that it and its Subcontractors comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner, and are registered pursuant to Labor Code section 1725.5.
- 13. <u>General Acknowledgement.</u> The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
- 14. False Claims Act. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted

(as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this	day of		20
Signature			
Signed by (Print Name)			
Title of Person Signing			
Name of Bidder			
Type of Organization			
Address of Bidder			
Taxpayer's Identification No. of E	Bidder		
Bidder's DIR Registration No.:	No.:		<del></del>
Contractor's License No(s):	No.:	Class:	Expiration Date:
	No.:	Class:	Expiration Date:
	No.:	Class:	Expiration Date:
If Bidder is a corporation, provid	e the following:		
Name of Corporation:			
Treasurer:			

# **DOCUMENT 00 43 13**

# **BID BOND (SECURITY)**

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

The undersigned,	as Principal ("Principal");
and	as Surety ("Surety"; a corporation
organized and existing under and by virtue of the	
authorized to do business as a surety in the State	
Downey Unified School District ("District") as Obl	
lawful money of the United States, for the payme	nt to the District will and truly to be made pursuant to the
provisions herein. Principal and Surety each of us and assigns, jointly and severally.	, bind ourselves, our heirs, executors, administrators, successors,
Work specifically described in the accompanying I within the time and manner required under the C Principal for signature, the Principal enters into a bid, and files two bonds (one guaranteeing faithfu materials as required by law), and meets all other becoming effective, or if the Principal shall fully resustained by the Obligee through failure of the Pr performance and labor and material bonds, and the Obligee becoming effective, then this oblifull force and effect and the Surety shall immediate.	at whereas the Principal has submitted a bid to the District for all bid and if the District awards the contract to the Principal and, ontract Documents, after the prescribed forms are presented to written contract, in the prescribed form in accordance with the all performance and the other guaranteeing payment for labor and conditions to the contract between the Principal and the Obligee emburse and save harmless the Obligee from any damage incipal to enter into the written contract and to file the required o meet all other conditions to the Contract between the Principal igation shall be null and void; otherwise, it shall be and remain in tely issue full payment of the sum stated above to the Obligee pal has not taken all steps to nullify or void this obligation.
work to be performed thereunder, or the specific	alteration or addition to the terms of the call for bids, or to the ations accompanying the same, shall in any way affect its live notice of any such change, extension of time, alteration or the specifications.
In the event suit is brought upon this bond by the incurred by the Obligee in that suit, including a re	Obligee and judgment is recovered, the Surety shall pay all costs asonable attorneys' fee to be fixed by the Court.
	ccessful bidder(s) shall be returned within sixty (60) days from quired by law, no bidder may withdraw its bid for ninety (90) days
IN WITNESS WHEREOF, this instrument has been	duty executed by the Principal and Surety above named, on
	, 20
	Principal
	Ву
	Surety

Ву	
Name of California Agent of Surety	
Address of California Agent of Surety	
Telephone Number of California Agent of Surety	

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

#### **DOCUMENT 00 43 36**

#### **DESIGNATED SUBCONTRACTORS LIST**

#### TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

**Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation** ("Project" or "Contract")

- 1. Listed. Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the scope of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly identify the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid.
- CSLB Number. Bidder must provide the Contactor State License Board number ("CSLB No.") for all listed subcontractors.
- 3. DIR Number. Bidder must provide the Department of Industrial Relations registration number ("DIR No.") for all listed subcontractors.
- **4. Same Scope.** If more than one subcontractor is named for the same scope of Work, state with specificity the particular scope or portion that each subcontractor will perform.
- 5. No Vendors or Suppliers. Bidder need not list entities that are only vendors or suppliers of materials.
- **6. Not Listed.** As to any Work that Bidder fails to list that is in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, Bidder agrees that it is qualified to perform that scope of Work and will perform that scope of Work, or be subjected to penalty under applicable law.
- 7. Alternate Work. If alternate bids are called for and Bidder intends to use Subcontractors different from or in addition to those Subcontractors listed for work under the base Bid, Bidder must list Subcontractors that will perform Work in an amount in excess of one half of one percent (1/2 of 1%) of Bidder's total Bid, including alternates.
- 8. <u>Bidders may correct inadvertent error(s) in listing subcontractors' CSLB Nos. or DIR Nos. within twenty-four</u> (24) hours after bid opening.
- **9. Additional Sheets.** If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document and submitted with this form.

I certify and declare under penalty of perjury under the laws of the State of California that all the information listed on the following page(s) is complete, true, and correct.				
Date:				
Proper Name of Bidder:				
Signature:				
Print Name:				
Title:				

Subcontractor Name  Subcontractor Name	Portion of Work (Scope)  Portion of Work (Scope)	Location of Business  Location of Business	CSLB No.:  DIR No.:  If DVBE, % of Work:  CSLB No.:
			DIR No.:  If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:  DIR No.:  If DVBE, % of Work:
Name	(Scope)	Business	
Subcontractor	Portion of Work	Location of	CSLB No.:  DIR No.:  If DVBE, % of Work:
Name	(Scope)	Business	
Subcontractor	Portion of Work	Location of	CSLB No.:  DIR No.:  If DVBE, % of Work:
Name	(Scope)	Business	
Subcontractor	Portion of Work	Location of	CSLB No.:  DIR No.:  If DVBE, % of Work:
Name	(Scope)	Business	

Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DID N
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DIR No.
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DIR No.
			DIR No.:
			If DVBE, % of Work:
Subcontractor Name	Portion of Work	Location of Business	CSLB No.:
Name	(Scope)	business	DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:

Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DIP No .
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DID No.
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DID No.
			DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DIR No.:
			If DVBE, % of Work:
Subcontractor	Portion of Work	Location of	CSLB No.:
Name	(Scope)	Business	DIR No.:
			If DVBE, % of Work:

# **DOCUMENT 00 43 40**

# NONCOLLUSION DECLARATION Public Contract Code § 7106

# TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares	
I am the	[PRINT YOUR TITLE]
of	[PRINT FIRM NAME],
the party making the fore	going bid.
organization, or corporation induced or solicited any or colluded, conspired, connibidding. The bidder has not conference with anyone to element of the bid price, or has not, directly or indirect divulged information or displacements.	e interest of, or on behalf of, any undisclosed person, partnership, company, association, on. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly ther bidder to put in a false or sham bid. The bidder has not directly or indirectly ived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from ot in any manner, directly or indirectly, sought by agreement, communication, or o fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost or of that of any other bidder. All statements contained in the bid are true. The bidder ctly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or ata relative thereto, to any corporation, partnership, company, association, organization, member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will tity for such purpose.
liability company, limited	declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability partnership, or any other entity, hereby represents that he or she has full power cute, this declaration on behalf of the bidder.
	perjury under the laws of the State of California that the foregoing is true and correct s executed on the following date:
Date:	
Proper Name of Bidder:	
City, State:	
Signature:	
Print Name:	
Title:	

#### **DOCUMENT 00 43 50**

## IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code § 2204)

**Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation** ("Project" or "Contract")

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Bidder shall complete <b>ONLY ONE</b> of	the following three paragraphs.
1. Bidder's Total Base	e Bid is less than one million dollars (\$1,000,000).  OR
the current list of California Departn 2203(b), and Bidd (\$20,000,000) or n person will use the	e Bid is one million dollars (\$1,000,000) or more, but Bidder is <u>not</u> on persons engaged in investment activities in Iran created by the nent of General Services ("DGS") pursuant to Public Contract Code § er is not a financial institution extending twenty million dollars more in credit to another person, for 45 days or more, if that other e credit to provide goods or services in the energy sector in Iran and is urrent list of persons engaged in investment activities in Iran created
	OR
given prior writter	e Bid is one million dollars (\$1,000,000) or more, but the District has a permission to Bidder to submit a proposal pursuant to PCC 2203(c) ne written permission from the District is included with Bid.
	legally bind the Bidder to this certification, that the contents of this ertification is made under the laws of the State of California.
Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	
	END OF DOCUMENT

#### **DOCUMENT 00 45 00**

#### **NOTICE OF AWARD**

Dated:	, 20
То:	("Contractor")
	(Address)
From:	Governing Board ("Board") of <b>Downey Unified School District</b> ("District")
Re: "Contra	Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Project" or ct")
Contrac	tor was awarded the Contract on, 20, by action of the District's Board.
The Con	tract Price is \$ <b>Dollars</b> and includes alternates
sets of t	8) copies of each of the Contract Documents (except Drawings) accompany the Notice of Award. Three (3) he Drawings will be delivered separately or otherwise made available. Additional copies are available at reproduction.

Contractor must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

Contractor shall execute and submit the following Contract Documents by 5:00 p.m. of the **SEVENTH (7<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit the following Contract Documents entitles District to foreclose on Contractor's bid bond and award the contract to the next responsive, responsible bidder.

- a. Agreement: Submit four (4) copies, each bearing an original signature. If Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or the resolution of the Board of Directors of the corporation, authorizing the signatory to execute the Agreement and the bonds required by the Contract Documents.
- b. Performance Bond (100%): Fully executed form provided in the Contract Documents.
- c. Payment Bond (100%) (Contractor's Labor and Material Bond): Fully executed form provided in the Contract Documents.
- d. Insurance Certificates and Endorsements as required.
- e. Certifications to be Completed by Contractor
- f. Criminal Background Investigation/Fingerprinting Certification.

Failure to comply with these conditions within the time specified will entitle District to consider Contractor's bid abandoned, to annul the Notice of Award, and to declare Contractor's Bid Security forfeited, as well as any other rights the District may have against Contractor.

District will return to Contractor one fully signed counterpart of the Agreement.

Downey Unified School District
SIGNATURE:
NAME:
TITLE:

#### **DOCUMENT 00 45 10**

#### **AGREEMENT**

This agreement is made and entered into on	, 202	, by
and between the <b>Downey Unified School District</b> ("District") and		
	("Contractor") ("Agreement").	The District
and the Contractor agree as follows:		

**1. The Work:** Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Project" or "Contract" or "Work")

The Work shall be performed and completed as required in the Contract Documents as defined in the General Conditions including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

#### 2. The Contract Documents:

- a. The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. All obligations of the District and Contractor are fully set forth and described in the Contract Documents. The Contract Documents are intended to cooperate so that Work called for in one and not mentioned in the other or vice versa is to be performed the same as if mentioned in all Contract Documents.
- b. **Interpretation of Contract Documents/Order of Precedence**: Questions concerning the intent, precedence, or meaning of the Contract Documents, including the Drawings or Specifications, shall be submitted to the District for interpretation. Inconsistencies in the Contract Documents shall be resolved by giving precedence in the following order:
  - (i) District-approved modifications (e.g., Change Orders, Force Account Directives, etc.), beginning with the most recent (if any);
  - (ii) Agreement;
  - (iii) Special Conditions (if any);
  - (iv) Supplemental Conditions (if any);
  - (v) General Conditions;
  - (vi) Remaining Division 0 documents (Documents beginning with "00");
  - (vii) Division 1 Documents (Documents beginning with "01");
  - (viii) Division 2 through Division 49 documents (Technical Specifications);
  - (ix) Figured dimensions;
  - (x) Large-scale drawings;
  - (xi) Small-scale drawings.

In case of conflict, the greater quantity and/or higher standard of workmanship shall apply unless the District expressly in writing (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The decision of the District in the matter shall be final.

3. Integration / Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of the Agreement. This Agreement supersedes all previous contracts, agreements, and / or communications, both oral and written, and constitutes the entire understanding of the District and Contractor. No extrinsic evidence

whatsoever shall be admissible or used to explain or supplement the terms of the Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

- **4. Classification of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type \_\_\_\_\_\_ Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
- 5. Time for Completion: It is hereby understood and agreed that the Contractor shall complete the Work within (60) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

  The District shall not approve an early completion schedule by Contractor. A schedule showing the Work completed in less than the Contract Time indicated in the Contract, shall be considered to have Project Float.
- 6. Completion-Extension of Time: If Contractor fails to complete the Work within the Contract Time, due allowance being made for the contingencies provided for herein, Contractor shall become liable to District for all loss and damage that District may suffer on account thereof. Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.
- 7. Liquidated Damages: Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will sustain in the event of and by reason of Contractor's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Contractor shall forfeit and pay to District the following sum(s) as liquidated damages ("Liquidated Damages"):
  - **Project Completion:** \$1,200.00 dollars per day as Liquidated Damages for each and every day's delay beyond the Contract Time to complete all the Work.
  - Each portion of the Liquidated Damages shall be calculated cumulatively. For example, if Contractor is late
    in completing two milestones and the entire Project, Contractor will forfeit and pay three separate
    Liquidated Damages amounts. It is hereby understood and agreed that neither the total cumulative
    Liquidate Damages amount nor any portion of the Liquidated Damage amount are penalties.
  - b. District may deduct Liquidated Damages from money due or that may become due Contractor under this Agreement. Contractor's forfeiture of Liquidated Damages to District, and District's right to retain Liquidated Damages, are as indicated in Government Code section 53069.85 and as indicated herein and in the General Conditions. Liquidated Damages are automatically and without notice of any kind forfeited and payable by Contractor upon the accrual of each day of delay. Neither District's failure or delay in deducting Liquidated Damages from payments otherwise due the Contractor, nor District's failure or delay in notifying Contractor of the forfeiture and payment of Liquidated Damages, shall be deemed a waiver of District's right to Liquidated Damages and/or the District's right to withhold Liquidated Damages from any amounts that would otherwise be payable to the Contractor.
  - c. Contractor and Surety shall be liable for and pay to District the entire amount of Liquidated Damages
    including any portion that exceeds the amount of the Contract Price then held, retained or controlled by
    District.
  - d. Liquidated Damages shall be in addition, and not in lieu of, District's right to charge Contractor for the District's cost of completing or correcting items of the Work.

8.	Contract Price: In consideration of the foregoing covenants, promises, and agreements, Contractor offers, in
	the amounts stated below, to perform the Work according to the Contract Documents. District covenants,
	promises, and agrees that it will pay and cause to be paid to Contractor in full, and as the Contract Price the
	following amount(s):

\$	Dollars
("Contract Price")	

- a. The Contract Price shall be paid in lawful money of the United States pursuant to the payment provisions in the General Conditions.
- b. The District may, at its sole discretion, increase or decrease the Contract Price by unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the item did not form a basis for award of the Agreement or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Agreement. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work 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. Insurance and Bonds**: Contractor shall provide all required certificates of insurance, and payment and performance bonds.
- **10. Performance of Work**: If Contractor fails to perform the Work properly or fails to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, cure the deficiencies and deduct the cost thereof from the payment then or thereafter due Contractor.
- 11. COVID-19. Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
- 12. Authority of Architect, Project Inspector, and DSA: Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. Contractor shall be liable for any delay caused by its non-compliant Work.
- **13. Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by Contractor without the written approval of District, nor without the written consent of the Surety on Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
- 14. Payment of Prevailing Wages: Contractor and all Subcontractors under Contractor shall pay all workers on Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor

Code.

- **15. Contractor & Subcontractor Registration**: Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including complying with any applicable enforcement by the Department of Industrial Relations.
- **16. Authority of Contractor's Representatives**: Contractor hereby certifies that the person who executes this Agreement has the authority and power to legally bind the Contractor. Contractor also certifies that each person(s) it employees on the Project at or above the level of project superintendent, has the authority to legally bind the Contractor.
- **17. Severability**: If any term, covenant, condition, or provision of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- **18. Notice**: Any notice required by the Agreement shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party. Notice shall be served and considered effective if given in one of the following manners and to the following persons and addresses:
  - a. By personal delivery; considered delivered on the day of delivery.
  - b. By overnight delivery service; considered delivered one (1) day after date deposited, as indicated by the delivery service.
  - c. By depositing same in United States mail, enclosed in a sealed envelope; considered delivered three (3) days after date deposited, as indicated by the postmarked date.
  - d. By registered or certified mail with postage prepaid, return receipt requested; considered delivered on the day the notice is signed for.

# If to District Downey Unified School District 11627 Brookshire Ave. Downey, CA 90241 ATTN: Vince Madsen

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

Dated:	, 20	Dated:	, 20
Downey Unified School District			Contractor
Signature:		Signature:	
Print Name:		Print Name:	
Print Title:		Print Title:	

NOTE: If the Contractor is a corporation, Contractor must attach a certified copy of the corporation's by-laws, or of the resolution of the Board of Directors of the corporation, authorizing the above person to execute this Agreement and the bonds required by the Contract Documents.

#### **DOCUMENT 00 45 40**

#### CERTIFICATIONS TO BE COMPLETED BY CONTRACTOR

# THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Contractor,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Contractor and that by executing this Agreement undersigned is certifying the following items.

Labor Code Sections 1860-1861 (Workers' Compensation). In accordance with Labor Code section 3700,
every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge
and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which
require every employer to be insured against liability for workers' compensation or to undertake self-insurance in
accordance with the provisions of that code, and I will comply with such provisions before commencing the
performance of the work of this contract.

Government Code Sections 8355-8357 (Drug-Free Workplace). I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
  - (A) The dangers of drug abuse in the workplace.
  - (B) The person's or organization's policy of maintaining a drug-free workplace.
  - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
  - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
- (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions
- (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

<b>Tobacco-Free Environment</b> . Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.	
I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.	
No Hazardous Materials. I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.	
	Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
	All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
The Contractor must immediately notify the District within two (2) Business Days, if the Contractor finds and before it disturbs, any material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.	
deve prob peel child hand from	Lead as a Health Hazard. Lead poisoning is recognized as a serious environmental health hazard facing dren today. Even at low levels of exposure, much lower than previously believed, lead can impair the elopment of a child's central nervous system, causing learning disabilities, and leading to serious behavioral plems. Lead enters the environment as tiny lead particles and lead dust disburses when paint chips, chalks, s, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of thood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common deto-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, in ordinary wear and tear of windows and doors, or from friction on other surfaces.
ordi	nary construction and renovation or repainting activities carried out without lead-safe work practices can

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **Contractor is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to

disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding,

or water blasting painted surfaces, are likely to generate high volumes of lead dust.

1993 are presumed to contain some lead-based paint until sampling proves otherwise.

## (i) Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

(ii) Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3)

of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

### (iii) Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

I acknowledge and certify under penalty of perjury, that:

- 1. I have received notification of potential lead-based materials on the District's property;
- 2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

Imported Materials. All soils, aggregate, or related materials ("Fill") that Contractor, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Roofing Contract Financial Interest Certification (Public Contract Code § 3006)				
I,[Your Name],[Firm Name] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.				
I,[Your Name],[Firm N certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relati connection with the performance of the Contract with any architect, engineer, roofing consultant, material manufacturer, distributor, or vendor that is not disclosed below.	ionship in			
l, [Your Name], [Firm N	ame]			
have the following financial relationships with an architect, engineer, roofing consultant, materials manufaction, or vendor, or other person in connection with the following roof project contract:	facturer,			
Name of firm ("Firm"):				
Mailing address:				
If subsidiary, name and address of parent company:				
For Projects without substantive roofing components, check the following box and execute this certification.  The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost twenty one thousand dollars (\$21,000) or less.	a repair			
Russian Sanctions Certification  On February 21, 2022, President Biden issued Executive Order 14065 ( <a 2022,="" 4,="" activities="" agencies="" agency="" and="" any="" areas="" california="" comply="" contract="" contracting="" economic="" ensure="" entity="" executive="" exporting="" federal="" from,="" governor="" href="https://www.whitehouse.gov/brietroom/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-procertain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorintegrity-of-ukraine/; " importing="" imposing="" in="" in,="" included="" investing="" issued="" many="" n-6-22="" newsom="" of="" order="" order")="" order<="" prohibiting="" requiring="" rumarch="" sanctions="" state="" tate="" td="" the="" to="" to,="" ukraine="" under="" with="" with,=""><td>ohibiting- orial- uding, but ussia. On</td></a>	ohibiting- orial- uding, but ussia. On			
lem:lem:lem:lem:lem:lem:lem:lem:lem:lem:	te			
The District requires the Contractor, as a vendor with the District, to comply with the economic sanctions in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Departhe Treasury website ( <a href="https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-acountry-information/ukraine-russia-related-sanctions">https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-acountry-information/ukraine-russia-related-sanctions</a> ).	tment of			
If your Firm's contract with the District has a cumulative value of \$5 million or more, your certification he constitutes your written response to the District, indicating:	re			
(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Ord	ders;			

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not

transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE CONTRACTOR TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.				
Date:				
Proper Name of Contractor:				
Signature:				
Print Name:				
Title:				
	END OF DOCUMENT			

## **DOCUMENT 00 45 85**

# **CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Contractor, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1.	Education Code. Contractor has taken at least one of the following actions (check all that apply):
	All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or
	<b>Physical Barrier.</b> Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Contractor's employees and District pupils at all times; and/or
	Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's
	employees and its subcontractors' employees is:  Name:  Title:
	Name: Title:
tha	Name: Title: Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or
tha list Co em	Name: Title: Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.  Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor at will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not
tha list Co em	Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.  Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor at will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not sed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).  Intractor's responsibility for background clearance extends to all of its employees, subcontractors, and aployees of subcontractors coming into contact with District pupils regardless of whether they are designated as
tha list Co em em	Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.  Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor at will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not ed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).  Intractor's responsibility for background clearance extends to all of its employees, subcontractors, and apployees of subcontractors coming into contact with District pupils regardless of whether they are designated as apployees or acting as independent contractors of the Contractor.
tha list Co em em Da Pro	Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.  Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor at will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not led on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).  Intractor's responsibility for background clearance extends to all of its employees, subcontractors, and apployees of subcontractors coming into contact with District pupils regardless of whether they are designated as apployees or acting as independent contractors of the Contractor.
Co em em Da Pro	Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.  Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor at will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not ed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).  Intractor's responsibility for background clearance extends to all of its employees, subcontractors, and apployees of subcontractors coming into contact with District pupils regardless of whether they are designated as apployees or acting as independent contractors of the Contractor.  Title:  Deper Name of Contractor:
tha list Co em em Da Pro	Name: Title:  Unoccupied Site. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.  Megan's Law (Sex Offenders). I have verified and will continue to verify that the employees of Contractor at will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not ed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).  Intractor's responsibility for background clearance extends to all of its employees, subcontractors, and aployees of subcontractors coming into contact with District pupils regardless of whether they are designated as aployees or acting as independent contractors of the Contractor.  Ite:

#### **DOCUMENT 00 61 14**

# PERFORMANCE BOND (100% of Contract Price) (Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and

have entered into a contract for the furnishing of all materials and labor, services and transpor convenient, and proper to perform the following project:	tation, necessary,
Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Proceedings of the Contract")	roject" or
which Contract dated	
<b>WHEREAS</b> , the Principal is required under the terms of the Contract to furnish a bond for the for the Contract;	aithful performance
NOW, THEREFORE, the Principal andare held and firmly bound unto the District in the penal sum of:	("Surety")
\$DOLLARS,	

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Contractor other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The

obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention:			
Telephone No.: (_	)		
Fax No.: (_	)		
E-mail Address:			
	have been di	uly execu	parts of this instrument, each of which shall for all purposes be uted by the Principal and Surety above named, on the
<u>Principal</u>			Surety
(Name of Principal)			(Name of Surety)
(Signature of Person with A	uthority)		(Signature of Person with Authority)
(Print Name)			(Print Name)
			(Name of California Agent of Surety)
			(Address of California Agent of Surety)
			(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

# **DOCUMENT 00 61 15**

# <u>PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)</u> (Note: Contractors must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the Downey Unified School District, ("District") and		
have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:		
Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Project" or "Contract")		
which Contract dated , 20 , and all of the		
which Contract dated, 20, and all of the Contract, are hereby referred to and made a part hereo and		
WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal t 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.		
NOW, THEREFORE, the Principal and ("Surety")		
<b>NOW, THEREFORE</b> , the Principal and ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:		
\$ DOLLARS,		
lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.  The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act		
with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.		
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.		
Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise is shall be and remain in full force and affect.		
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or		

addition to the Contract Documents or to the Work.

deemed an original thereof, have been duly day of	executed by the Principal and Surety above named, on the
<u>Principal</u>	<u>Surety</u>
(Name of Principal)	(Name of Surety)
(Signature of Person with Authority)	(Signature of Person with Authority)
(Print Name)	(Print Name)
	(Name of California Agent of Surety)
	(Address of California Agent of Surety)
	(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

#### **DOCUMENT 00 63 57**

# PROPOSED CHANGE ORDER FORM

Downey Unified School District	PCO NO.:
11627 Brookshire Avenue	
Downey , CA 90241	
Project:	Date:
Bid No.:	DSA File No.:
RFI #:	DSA Appl. No.:

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed ten percent (10%) of Item (d)		
(f)	Subtotal		
(g)	Add Overhead and Profit for Contractor, not to exceed five percent (5%) of Item (f)		
(h)	Subtotal		

DOWNEY UNIFIED SCHOOL DISTRICT
WHS Bball Field Irrigation

PROPOSED CHANGE ORDER FORM

DOCUMENT 00 63 57-3

(i)	Add Bond and Insurance, not to exceed one and a half percent (1.5%) of Item (h)		
(j)	TOTAL		
(k)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	Calenda	ar Days

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

	WORK PERFORMED BY CONTRACTOR	<u>ADD</u>	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	Add Overhead and Profit for Contractor, not to exceed fifteen percent (15%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	Add Bond and Insurance, not to exceed one and a half percent (1.5%) of Item (f)		
(h)	TOTAL		
(i)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	Calend	ar Days

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

SUBMITTED BY:	
Contractor:	
[Name]	Date

**END OF DOCUMENT** 

DOWNEY UNIFIED SCHOOL DISTRICT
WHS Bball Field Irrigation

PROPOSED CHANGE ORDER FORM
DOCUMENT 00 63 57-5

# **DOCUMENT 00 63 63**

# **CHANGE ORDER FORM**

Downey Unified School District 11627 Brookshire Avenue Downey , CA 90241

CHANGE ORDER N	0.:

# **CHANGE ORDER**

Project:	Date:
Bid No.:	DSA File No.:
	DSA Appl. No.:
The following parties agree to the terms of this Change 0	Order:
Owner:	Contractor:
[Name / Address]	[Name / Address]
Architect:	Project Inspector:
[Name / Address]	[Name / Address]

Reference	Description	Cost	Days Ext.
PCO#	[Description of change]	\$	
Requested by:	[Requester]		
Performed by:	[Performer]		
Reason:	[Reason]		
PCO#	[Description of change]	\$	
Requested by:	[Requester]		
Performed by:	[Performer]		

Reason:	[Reason]			
PCO#	[Description of change]		\$	
Requested by:	[Requester]			
Performed by:	[Performer]			
Reason:	[Reason]			
Contract time will be adjusted	as follows:	Original Contract Amount:	\$	
Previous Completion Date: [	Datel			
Trevious completion bate.	<u> </u>	Amount of Previously Approved	\$	
		Change Order(s):		
otherwise malcated)		Amount of this Change Order:	\$	
Current Completion Date: [[	<u>Datel</u>	_		
		Contract Amount:	\$	
The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for				
-	5 5	<del>-</del> · · · ·		

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:			
District:		Contractor:	
[Name]	Date	[Name]	 Date
Architect:		Project Inspector:	
[Name]	 Date	[Name]	 Date

END OF DOCUMENT

# **DOCUMENT 00 65 10**

# **NOTICE TO PROCEED**

Dated:	
То:	7/2 · · · · · · · · · · · · · · · · · · ·
	("Contractor")
	(Address)
From:	Governing Board ("Board") of <b>Downey Unified School District</b> ("District")
	Re: Warren High School Baseball Field Irrigation Repair and Scoreboard Relocation ("Project" or "Contract")
Contrac	tor is hereby notified that the Contract Time under the Contract will commence to run on, 20 By that date, Contractor shall start performing its obligations under the Contract
	ents. In accordance with the Agreement executed by Contractor, the Contract Time and Project Completion, 20, 20
	tor must submit the following documents by 5:00 p.m. of the $\frac{\text{TENTH (10}^{\text{TH})}}{\text{Calendar day following the date}}$ lotice to Proceed:
1.	Contractor's preliminary schedule of construction.
2.	Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.
3.	Contractor's preliminary schedule of values for all of the Work.
4.	Contractor's preliminary Contractor's Safety Plan specifically adapted for the Project.
5.	A complete subcontractors list, including the name, address, telephone number, facsimile number, California State Contractor's License number, classification, and monetary value of all Subcontracts.
Thank y	ou. We look forward to a successful Project.
	Downey Unified School District
	SIGNATURE:
	NAME:
	TITLE:

END OF DOCUMENT

# **DOCUMENT 00 65 36**

# WARRANTY AND GUARANTEE FORM

1.		("Contractor")	)
	hereby agrees that the	("Work" of Contractor	)
	which Contractor has install	ed for the <b>Downey Unified School District</b> ("District") for the following project:	
	Warren High School Ba "Contract")	seball Field Irrigation Repair and Scoreboard Relocation ("Project" or	
		e with the requirements of the Contract Documents and that the Work as ents of the Contract Documents.	
2.	material and any other adja- period of	or replace all of the Work that may prove to be defective in workmanship or tent Work that may be displaced in connection with such replacement within a <a href="YEAR(S)">YEAR(S)</a> from the date of Completion as defined in the Contract, ordinary wor neglect excepted. The date of completion is, 20	
3.	time, as determined by District, Contractor authoriz	to comply with the above-mentioned conditions within a reasonable period of ict, but not later than <b>SEVEN (7)</b> calendar days after being notified in writing by es District to proceed to repair or replace the defective Work at the expense of pay the costs and charges therefor upon demand.	/
4.	Representatives to be conta	cted for service subject to the terms of Contract:	
	NAME:		
	ADDRESS:		
	PHONE NO.:		
	EMAIL:		
Dat	te:		
Pro	per Name of Contractor:		
Sig	nature:		
Pri	nt Name:		
Titl	e:		

END OF DOCUMENT

Downey Unified School District WHS Bball Field Irrigation

# **DOCUMENT 00 70 00**

# **TABLE OF CONTENTS**

# **GENERAL CONDITIONS**

1.	CONT	RACT TERMS AND DEFINITIONS	
	1.1.	Definitions	1
	1.2.	Laws Concerning the Contract	5
	1.3.	No Oral Agreements	5
	1.4.	No Assignment	5
	1.5.	Confidentiality	
	1.6.	Notice and Service Thereof	
	1.7.	No Waiver	
	1.8.	Substitutions for Specified Items	
	1.9.	Materials and Work	
2.	_	RICT	
3.		ITECT	
4.		TRUCTION MANAGER	
5.		CTOR, INSPECTIONS AND TESTS	
٠.	5.1.	Project Inspector	
	5.2.	Tests and Inspections	
	5.3.	Costs for After Hours and/or Off Site Inspections	
6.		RACTOR	
٠.	6.1.	Status of Contractor	
	6.2.	Contractor's Supervision	
	6.3.	Duty to Provide Fit Workers	
	6.4.	Personnel	
	6.5.	Prohibition on Harassment	
	6.6.	Conferences and Meetings.	
	6.7.	Purchase of Materials and Equipment	
	6.8.	Documents on Work	
	6.9.	Preservation of Records	
	6.10.	Integration of Work	17
	6.11.	Obtaining of Permits and Licenses	17
	6.12.	Work to Comply with Applicable Laws and Regulations	18
	6.13.	Safety/Protection of Persons and Property	19
	6.14.	Working Evenings and Weekends	22
	6.15.	Noise and Dust Control	22
	6.16.	Cleaning Up	23
7.	SUBC	ONTRACTORS	23
8.	OTHE	R CONTRACTS/CONTRACTORS	24
9.	DRAV	VINGS AND SPECIFICATIONS	25
	9.8.	Ownership of Drawings	25
10	. CONT	RACTOR'S SUBMITTALS AND SCHEDULES	26
	10.1.	Schedules, Safety Plan and Complete Subcontractor List	26
	10.2.	Monthly Progress Schedule(s)	29
	10.3.	Material Safety Data Sheets (MSDS)	29
	10.4.	Logistic Plan	29
	10.5.	Information Included in Submittals.	29
	10.6.	Verification of Submittal Information	30
	10.7.	Contractor Responsibility for Deviations.	30

10.8.	No Performance of Work Without Architect Review	30
10.9.	District and Architect Review of Submittals	30
10.10.	Deferred Approval Items.	30
10.11.	Contractor Responsibility for Deviations	31
11. SITE	ACCESS, CONDITIONS AND REQUIREMENTS	31
11.1.	Site Investigation	31
11.2.	Soils Investigation Report	31
11.3.	Access to Work	32
11.4.	Layout and Field Engineering	32
11.5.	Utilities for Construction	32
11.6.	Sanitary Facilities	32
11.7.	Surveys	32
11.8.	Regional Notification Center	32
11.9.	Existing Utility Lines	33
11.10.	Notification	
11.11.	Hazardous Materials	
11.12.		
	NCHES	
12.1.	Trenches Greater Than Five Feet	
12.2.	Excavation Safety	
12.3.	No Tort Liability of District	
12.4.	No Excavation without Permits	
12.5.	Discovery of Hazardous Waste, Unusual Conditions and/or Unforeseen Conditions	
	URANCE AND BONDS	
13.1.	Insurance	
13.2.	Contract Security – Bonds	
	RRANTY/GUARANTEE/INDEMNITY	
14.1.	Warranty/Guarantee	
14.2.	Indemnity	
	IE	
15.1.	Notice to Proceed	
15.2.	Hours of Work	
15.3.	Progress and Completion	
15.4.	Schedule	
15.5.	Expeditious Completion	
	ENSIONS OF TIME – LIQUIDATED DAMAGES	
16.1.	Contractor's Notice of Delay	
16.2.	Excusable and Compensable Delay(s)	
16.3.	Excusable and Non-Compensable Delay(s)	
16.4.	Unexcused Delay(s) – Liquidated Damages	
_	ANGES IN THE WORK	
17.1.	No Changes Without Authorization	
17.2.	Architect Authority	
17.3.	Change Orders	
17.4.	Unilateral Change Orders	
17.4. 17.5.	Force Account Directives	
17.5. 17.6.	Price Request	
17.6. 17.7.	Proposed Change Order	
17.7. 17.8.	Format for Proposed Change Order	
17.8. 17.9.	Change Order Certification	
17.9. 17.10.	Determination of Change Order Cost	
17.10. 17.11.	-	
17.11.	Deductive Clialize Olucis	

1	7.12.	Discounts, Rebates and Refunds	. 56
1	7.13.	Accounting Records	. 56
1	7.14.	Notice Required	. 56
1	7.15.	Applicability to Subcontractors	. 56
1	7.16.	Alteration to Change Order Language	. 56
1	7.17.	Failure of Contractor to Execute Change Order	. 57
18.	REQU	IEST FOR INFORMATION	. 57
19.	PAYN	1ENTS	. 57
19	9.1.	Contract Price	. 57
19	9.2.	Applications for Progress Payments	. 58
19	9.3.	Progress Payments	. 60
19	9.4.	Decisions to Withhold Payment	. 62
19	9.5.	Subcontractor Payments	. 64
20.	COM	PLETION OF THE WORK	. 64
2	0.1.	Completion	. 64
2	0.2.	Closeout Procedures	. 64
2	0.3.	Final Inspection	. 65
2	0.4.	Costs of Multiple Inspections	. 66
2	0.5.	Partial Occupancy or Use Prior to Completion	. 66
21.	FINAL	PAYMENT AND RETENTION	. 67
2:	1.1.	Final Payment	. 67
2:	1.2.	Prerequisites for Final Payment	. 67
2:	1.3.	Retention	. 68
2:	1.4.	Substitution of Securities	. 68
2:	1.5.	Claims Asserted After Final Payment	. 68
22.	UNCC	OVERING WORK, CORRECTION OF WORK AND RIGHT TO TAKEOVER WORK	. 68
2	2.1.	Uncovering of Work	. 68
2	2.2.	Rejection of Work	. 69
2	2.3.	Nonconforming Work	. 69
2	2.4.	Correction of Work	. 69
2	2.5.	District's Right to Takeover Work	. 69
23.	TERM	IINATION AND SUSPENSION	. 70
2	3.1.	District's Right to Terminate Contractor for Cause	. 70
2	3.2.	Emergency Termination of Public Contracts Act of 1949	. 72
2	3.3.	Termination of Contractor for Convenience	. 73
2	3.4.	Suspension of Work	. 73
2	3.5.	Scope Reduction	. 73
24.	CLAIN	AS RESOLUTION	. 73
2	4.1.	Exclusive Remedy.	. 74
2	4.2.	Performance during Claim Resolution Process	. 74
2	4.3.	Waiver	. 74
2	4.4.	Intention.	. 74
2	4.5.	Other Provisions.	. 74
2	4.6.	Claim Presentation	. 74
2	4.7.	Documentation of Resolution.	. 79
2	4.8.	Claim Resolution Process – Non-Applicability	
25.	LABO	R, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS	
	5.1.	Contractor & Subcontractor Registration	
	5.2.	Wage Rates, Travel and Subsistence	
2	5.3.	Hours of Work	
2	5.4.	Payroll Records	
		Apprentices	

25.6.	Non-Discrimination	
25.7.	Labor First Aid	85
	SCELLANEOUS	
	Assignment of Antitrust Actions	
26.2.	Excise Taxes	86
26.3.	Taxes	86
26.4.	Shipments	86
26.5.	Compliance with Government Reporting Requirements	86

#### 1. CONTRACT TERMS AND DEFINITIONS

#### 1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

- **1.1.1.** Adverse Weather: Weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) occurring at the Project Site.
- **1.1.2. Allowance(s):** Amount(s) stated in the Agreement for specific scopes of work for which Contractor may, upon District's written approval, bill its time, materials, and other items in the identical structure as a Change Order.
- **1.1.3.** Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.
- **1.1.4. Architect**: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect that has the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative. If no Architect is used on the Project, then all references in the Contract Documents to Architect shall be read to refer to District.
- **1.1.5. As-Built Drawings:** A reproducible full-size sets of drawings to be prepared on a monthly basis, and upon Project Completion, pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed.
- **1.1.6. Bidder:** A contractor who provides a bid to the District to perform the Work of the Contract.
- **1.1.7. Change Order**: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time. If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.
- **1.1.8. Completion**: When the entire Work shall have been completed, including all punch list items, as further detailed in the "Completion of the Project" Section herein. Final DSA approval of the Project is not required for Completion. There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District may occupy the Project prior to completion as permitted herein.
- **1.1.9. Construction Manager**: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager shall be read to refer to District.
- **1.1.10. Construction Schedule:** The progress schedule of construction of the Project as provided by Contractor and approved by District.
- **1.1.11. Contract, Contract Documents**: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:
  - **1.1.11.1.** Notice to Bidders / Invitation to Bid

1.1.11.2.	Instructions to Bidders
1.1.11.3.	Bid Form
1.1.11.4.	Bid Bond
1.1.11.5.	Designated Subcontractors List
1.1.11.6.	Noncollusion Declaration
1.1.11.7.	Iran Contracting Act Certification
1.1.11.8.	Certifications to be Completed by Contractor
1.1.11.9.	Disabled Veteran's Business Enterprise Participation Certification
1.1.11.10.	Criminal Background Investigation/Fingerprinting Certification
1.1.11.11.	Notice of Award
1.1.11.12.	Agreement
1.1.11.13.	Storm Water Pollution Prevention Plan (if applicable)
1.1.11.14.	Notice to Proceed
1.1.11.15.	Performance Bond
1.1.11.16.	Payment Bond (Contractor's Labor and Material Bond)
1.1.11.17.	District Contract Forms (if applicable)
1.1.11.18.	District Closeout Forms (if applicable)
1.1.11.19.	Warranty and Guarantee Form
1.1.11.20.	General Conditions
1.1.11.21.	Special Conditions
1.1.11.22.	Project Plans, Specifications, Technical Specifications, and Drawings
1.1.11.23.	Addenda to any of the above documents
1.1.11.24.	Schedules if approved in writing by the District
<b>1.1.11.25.</b> writing by the D	Change Orders or written modifications to the above documents if approved in istrict

- **1.1.12. Contract Price**: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- **1.1.13. Contract Time**: The time period stated in the Agreement for the Completion of the Work.
- **1.1.14. Contractor**: The licensed person, entity, or entities identified in the Agreement as contracting to

perform the Work.

- **1.1.15. Daily Job Report(s)**: Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.
- **1.1.16. Day(s)**: Unless otherwise designated, day(s) means calendar day(s). "Business Day(s)" shall mean days except Saturday, Sunday, a day that is federally-recognized holiday, or a day that is a California-recognized holiday.
- **1.1.17. Defective or Nonconforming Work.** Defective or nonconforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage to Work occurring prior to Completion.
- **1.1.18. District:** The public agency or the school district for which the Work is performed.
- **1.1.19. Drawings**: (or "Plans") The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.
- **1.1.20. DSA:** Division of the State Architect.
- **1.1.21. Force Account Directive**: A process that may be used when the District and the Contractor cannot agree on a price for a specific scope of work or before Contractor prepares a price for the scope of work and Contractor is directed in writing by the District to perform on a time and materials basis.
- **1.1.22. Premises**: The real property owned by the District on which the Project Site is located. For example, if the Project is only being performed on a portion of a school, the Site is only the area where the Project is located (the Project Site), and the Premises is the entire school site.
- **1.1.23. Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.
- **1.1.24. Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by Contractor to illustrate a material, product, or system for a scope of the Work.
- **1.1.25. Project**: The planned undertaking as provided for in the Contract Documents.
- **1.1.26. Project Inspector**: (or "Inspector") Individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project. If no Project Inspector is used on the Project, then all references in the Contract Documents to Project Inspector shall be read to refer to District.
- **1.1.27. Program Manager:** The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for the Project then all references to Program Manager shall refer to District.
- **1.1.28. Proposed Change Order**: A written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.
- **1.1.29. Provide**: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

- **1.1.30. Request for Information**: (or "RFI") A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address issues that have arisen under field conditions.
- **1.1.31. Request for Substitution**: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.
- **1.1.32. Safety Orders**: Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").
- **1.1.33. Safety Plan**: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.
- **1.1.34. Samples**: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.
- **1.1.35. Shop Drawings**: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.
- **1.1.36. Site**: The Project site as shown on the Drawings.
- **1.1.37. Specifications**: That portion of the Contract Documents, Division 1 through Division 17, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.
- **1.1.38. Subcontractor**: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.
- **1.1.39. Submittal Schedule:** The schedule of submittals as provided by Contractor and approved by District.
- **1.1.40. Surety**: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.
- **1.1.41. SWPPP**: The District's Storm Water Pollution Prevention Plan.
- **1.1.42. 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;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the District. 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.
- **1.1.43.** Unilateral Change Order: A written order prepared and issued by the District, the Construction

Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. A Unilateral Change Order is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve).

**1.1.44. Work:** All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and Completion of the Project.

#### 1.2. Laws Concerning the Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States, governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

#### 1.3. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in the Contract Documents.

#### 1.4. No Assignment

Contractor shall not assign the Contract or any part thereof including, without limitation, any services or money to become due without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to be come due under the Contract shall be subject to a prior lien for services rendered or material supplied for Work performed in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for Liquidated Damages or withholding of payments as determined by District in accordance with the Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

#### 1.5. Confidentiality

Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of the Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

# 1.6. Notice and Service Thereof

Any notice required by the Contract shall be in writing, dated and signed by the party giving notice or by a duly authorized representative of that party and pursuant to the provisions in the Agreement.

## 1.7. No Waiver

The failure of District in any one or more instances to insist upon strict performance of any term of the Contract or to exercise any District option shall not be construed as a waiver or relinquishment of the right to assert or rely upon any such term or option on a future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

## 1.8. Substitutions for Specified Items

- **1.8.1.** Requests for substitutions prior to award of the Contract shall be submitted within the time period indicated in the Instructions to Bidders.
- **1.8.2.** Requests for substitutions after award of the Contract shall be submitted within <u>THIRTY-FIVE</u> (<u>35</u>) days of the date of the Notice of Award. This time period may be extended by the District only, in its sole discretion.
- **1.8.3.** Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
  - **1.8.3.1.** If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
  - **1.8.3.2.** This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- **1.8.4.** A request for a substitution shall be in writing and shall include:
  - **1.8.4.1.** All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
  - **1.8.4.2.** Available maintenance, repair or replacement services;
  - **1.8.4.3.** Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
  - **1.8.4.4.** Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
  - **1.8.4.5.** The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
- **1.8.5.** No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
  - **1.8.5.1.** The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
  - **1.8.5.2.** The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

- **1.8.5.3.** The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
- **1.8.5.4.** The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
- **1.8.5.5.** The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.
- **1.8.6.** In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- **1.8.7.** In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.
- **1.8.8.** If the District approves a substitution after the award of the Contract, the District shall memorialize that approval in a Change Order or other applicable Contract modification process.

#### 1.9. Materials and Work

- **1.9.1.** Except as otherwise stated in the Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete the Contract within the Contract Time.
- **1.9.2.** Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- **1.9.3.** Materials shall be furnished in sufficient quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.
- **1.9.4.** For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.
- **1.9.5.** Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed.
- **1.9.6.** District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the

procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

- 1.9.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon Completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.
- **1.9.8.** Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under law permitting such protection or any rights under law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices). This provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.
- **1.9.9.** Title to new materials and/or equipment for the Work and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.
- **1.9.10.** Contractor certifies that it shall comply with the recycled product requirements of Public Contract Code section 22150, et seq., including, without limitation, section 22154 which states, "All businesses shall certify in writing to the contracting officer, or his or her representative, the minimum, if not exact, percentage of postconsumer material in the products, materials, goods, or supplies being offered or sold to any local public entity."

#### 2. DISTRICT

- **2.1.** The governing board of the District or its designees will act for the District in all matters pertaining to the Contract.
- **2.2.** The District may, at any time,
  - **2.2.1.** Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or
  - **2.2.2.** Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.
- 2.3. <u>District's Rights if Contractor Fails to Perform</u>. If the District at any time believes that the Contractor is behind schedule, is failing to construct the Project pursuant to the Contract Documents or is otherwise failing to perform any provisions of this Contract, the District, after <u>FORTY-EIGHT (48)</u> hours written notice to the Contractor, may take any action necessary or beneficial to the District to complete the Project, takeover the Work of the Contract, terminate or suspend the Contract as indicated herein, or any combination or portion of those actions. The Contractor and the Surety shall be liable to the District for

any cost incurred by the District in those actions and the District has the right to deduct the cost thereof from any payment then or thereafter due the Contractor.

## 3. ARCHITECT

- **3.1.** Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District to, among other things, observe the progress and quality of the Work on behalf of the District.
- **3.2.** Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract and if Work is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise that authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, material suppliers, their agents or employees, or other persons performing portions of the Work.
- **3.3.** Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.
- **3.4.** Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.
- **3.5.** Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

#### 4. CONSTRUCTION MANAGER

- **4.1.** If a Construction Manager is used on this Project, the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.
- **4.2.** Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager shall have free access to all parts of Work at any time.
- **4.3.** If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

## 5. INSPECTOR, INSPECTIONS AND TESTS

5.1. Project Inspector

- **5.1.1.** One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.
- **5.1.2.** No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from the obligation to fulfill the Contract. Project Inspector(s) and the DSA are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.
- **5.1.3.** If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.
- **5.1.4. Limitations on Project Inspector Authority**. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis.

### 5.2. Tests and Inspections

- **5.2.1.** Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.
- **5.2.2.** If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least seventy-two (72) hours prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than seventy-two (72) hours prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.
- **5.2.3.** The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.
- **5.2.4.** The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, that must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source

of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that must be tested.

- **5.2.5.** Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed required testing and inspection or prior to the receipt of notice from the representative that testing and inspection will not be required, shall not be incorporated into and/or onto the Project.
- **5.2.6.** The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

## 5.3. Costs for After Hours and/or Off Site Inspections

**5.3.1.** If the Contractor performs Work outside the Inspector's regular working hours, over a period of more than eight (8) hours per day by any single person, on weekends/holidays or requests the Inspector to perform inspections off Site, then the costs of any inspections required outside regular working hours, over a period of more than eight (8) hours per day by any single person, on weekends/holidays or off Site, shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

#### 6. CONTRACTOR

Contractor shall construct the Work for the Contract price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and Completion of the Work, except as indicated herein.

### **6.1. Status of Contractor**

- **6.1.1.** Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of the Contract.
- **6.1.2.** As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, located at 9821 Business Park Drive, , Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at <a href="http://www.cslb.ca.gov">http://www.cslb.ca.gov</a>.

# 6.2. Contractor's Supervision

- **6.2.1.** During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.
- **6.2.2.** The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

- **6.2.3.** Before commencing the Work, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing. District retains the right to reasonably refuse Contractor's replacement personnel The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.
- **6.2.4.** Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.
- **6.2.5.** The Contractor's project manager shall devote sufficient time to the Project on site, and in the Contractor's home office to pre-plan activities to meet the Construction Schedule and fulfill all Contract obligations. This includes making timely submittals, issuing and disseminating necessary RFI's, promptly processing and distributing bulletins, change orders and payments, keeping required logs current etc. If any of these activities fall behind contract requirements or dates necessary to complete the Project on time, the Contractor must provide a full time project manager on the Project Site dedicated solely to the Project, until the deficiencies are corrected.
- **6.2.6.** The Contractor shall verify all indicated dimensions before ordering materials or equipment, or before performing Work. The Contractor shall take field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Project Documents before commencing work. Errors, inconsistencies or omissions discovered shall be immediately reported to the District. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to the Work and shall make any corrections necessary to make Work properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to subcontractors or agents.
- **6.2.7.** Omissions from the Drawings or Specifications, or the misdescription of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed Work, but they shall be performed as if fully and correctly set forth and described in the Drawings and Specifications.
- **6.2.8.** The Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents.

# 6.3. Duty to Provide Fit Workers

- **6.3.1.** Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.
- **6.3.2. COVID-19**. Contractor shall ensure that all its employees and employees of its subcontractors shall comply with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any

similar virus or derivative strain.

- **6.3.3.** Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.
- **6.3.4.** The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.
- **6.3.5.** If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing the Contract.
- **6.3.6.** Compliance with Immigration Reform and Control Act of 1986. As required by law, Contractor and all Subcontractors shall employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

#### 6.4. Personnel

- **6.4.1.** Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. The District will not permit any (1) verbal or physical contact with neighbors, students, and faculty; (2) profanity, or inappropriate attire or behavior; (3) photographing, videoing, or audio recording of any neighbors, students, and faculty or any posting of any photographs, videos, or audio recordings of any neighbors, students, and faculty on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording. District may require Contractor to permanently remove noncomplying persons from Project Site.
- **6.4.2.** The Contractor shall employ a full-time superintendent and necessary assistants who shall have complete authority to represent and act on behalf on the Contractor on all matters pertaining to the Work. The superintendent shall be competent and have a minimum of five (5) years' experience in construction supervision on projects of similar scale and complexity. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable to the District. The superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.
- **6.4.3.** The Contractor shall employ a competent estimator and necessary assistants, or contact for sufficient services of an estimating consultant and to process proposed change orders. The estimator shall have a minimum of five (5) years' experience in estimating. The estimator shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. The Contractor shall submit PCO's requested by the District within fourteen (14) calendar days.
- **6.4.4.** The Contractor shall employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler shall have a minimum of five (5) years' experience in scheduling. The scheduler shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable.
- **6.4.5.** Contractor shall at all times enforce strict discipline and good order among Contractor's employees, and shall not employ on the Project any unfit person or anyone not skilled in the task assigned.
- **6.4.6.** If Contractor or any Subcontractor on the Project site fails to comply with any provision herein, the District may have the offending person(s) immediately removed from the Site, and the person(s) shall be replaced within three (3) days, at no additional expense to the District. Contractor, on behalf of it and

its Subcontractors, hereby waives any claim that the provisions of this paragraph or the enforcement thereof interferes, or has the potential to interfere, with its right to control the means and methods of its performance and duties under this Contract.

## 6.5. Prohibition on Harassment

- **6.5.1.** In addition to the non-discrimination requirements in the Contract Documents, the Contractor and all Subcontractors must comply with these provisions prohibiting harassment at the Site. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.
- **6.5.2.** Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim.
- **6.5.3.** Contractor shall not permit any person, whether employed by Contractor or a Subcontractor or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any person performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor on any Subcontractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. The indemnity provisions of the Contract Documents apply to any assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this provision; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

# 6.6. Conferences and Meetings.

**6.6.1.** In addition to the conference and meeting requirements in the Specifications, Contractor's supervisory personnel for the Work and the Contractor's management personnel shall attend all required meetings 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 and Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

- 6.6.2. Preconstruction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a preconstruction conference at such time and place as designated by the District. The preconstruction conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the preconstruction conference will include as appropriate: (a) 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; (b) Submittals; (c) Changes; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor and Subcontractors; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) implementation of BIM, if applicable; (h) communication procedures, including the handling of Requests for Information; (i) emergency and safety procedures; (j) Site visitor policies; (k) conduct of Contractor/Subcontractor personnel at the Site; and (l) Completion, Punchlist and closeout procedures.
- **6.6.3. 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 District or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely Completion, if any. The purposes of the progress meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress schedule and submittals. Contractor shall prepare and submit at each progress meeting a three (3) week look-ahead schedule identifying all planned activities for the next three (3) weeks and any deviations from activities in the current Construction Schedule.
- **6.6.4. 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.
- **6.6.5. Minutes of Meetings.** following conclusion of the preconstruction 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 and 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.

#### 6.7. Purchase of Materials and Equipment

- **6.7.1.** The Contractor is required to order and obtain materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to ensure against price escalations or delays. All materials and equipment shall be stored on-Site and secured by Contractor unless otherwise approved in writing by the District.
- **6.7.2. Off-Site Storage of Materials and Equipment Only Upon District's Written Consent**. If Contractor intends to store materials and/or equipment off site after District has paid for those materials and/or equipment, Contractor must first obtain the District's express, written consent. If Contractor receives District's consent to store materials and/or equipment off site ("Stored Materials"), Contractor shall comply with all of the following:

- **6.7.2.1. Property of Others Insurance**. Contractor shall procure and maintain, during the entire time Stored Materials are in off-site storage, insurance coverage acceptable to the District that shall protect Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. The District shall be named as a loss payee for this insurance coverage. The insurance coverage shall include a "loss payable endorsement" stating that all amounts payable will be paid as a joint-check to the Contractor and District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."
- **6.7.2.2.** Payment for Stored Materials. District shall only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by the District and provided that Contractor submits an itemized list of all Stored Materials with Contractor's Application for Payment. Contractor's itemized list of all Stored Materials shall be supported by all of the following:
  - **6.7.2.2.1.** Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material; and
  - **6.7.2.2.2.** Verified invoices for the Stored Materials; and
  - **6.7.2.2.3.** Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by the District. These documents shall include certificates and endorsements stating the coverage and that the District is a loss payee or obligee, as appropriate.
  - **6.7.2.2.4.** An express, signed document from Contractor indicating that the District may, at any time and at its sole discretion, have unhindered and unqualified access to all Stored Materials and to remove the Stored Materials.

## 6.8. Documents on Work

**6.8.1.** Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and current titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the California Building Standards Code (electronic versions are acceptable), all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, title 24, part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

## 6.8.2. Daily Job Reports.

- **6.8.2.1.** Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:
  - **6.8.2.1.1.** A brief description of all Work performed on that day.

- **6.8.2.1.2.** A summary of all other pertinent events and/or occurrences on that day.
- **6.8.2.1.3.** The weather conditions on that day.
- **6.8.2.1.4.** A list of all Subcontractor(s) working on that day,
- **6.8.2.1.5.** A list of each Contractor employee working on that day and the total hours worked for each employee.
- **6.8.2.1.6.** A complete list of all equipment on Site that day, whether in use or not.
- **6.8.2.1.7.** A complete list of all materials, supplies, and equipment delivered on that day.
- **6.8.2.1.8.** A complete list of all inspections and tests performed on that day.
- **6.8.2.2.** Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the District's Construction Manager.

## 6.9. Preservation of Records

District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

## 6.10. <u>Integration of Work</u>

- **6.10.1.** Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.
- **6.10.2.** All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.
- **6.10.3.** Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with written consent of District.

## 6.11. Obtaining of Permits and Licenses

**6.11.1.** Contractor shall secure and pay for all permits, licenses, and certificates. Contractor must review the Special Conditions for any changes or exceptions to this provision.

### 6.12. Work to Comply with Applicable Laws and Regulations

**6.12.1.** Contractor shall give all notices and comply with all applicable laws, ordinances, rules, and regulations relating to the Work, including the specific laws, ordinances, rules, and regulations as indicated and specified in the Contract Documents and identified below, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

- **6.12.1.1.** National Electrical Safety Code, U. S. Department of Commerce
- **6.12.1.2.** National Board of Fire Underwriters' Regulations
- **6.12.1.3.** California Building Standards Code , latest addition, and the California Code of Regulations, Title 24, including amendments
- **6.12.1.4.** Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- **6.12.1.5.** Industrial Accident Commission's Safety Orders, State of California
- **6.12.1.6.** Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
- **6.12.1.7.** Americans with Disabilities Act
- **6.12.1.8.** Education Code of the State of California
- **6.12.1.9.** Government Code of the State of California
- **6.12.1.10.** Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies
- **6.12.1.11.** Public Contract Code of the State of California
- **6.12.1.12.** California Art Preservation Act
- **6.12.1.13.** U. S. Copyright Act
- **6.12.1.14.** U. S. Visual Artists Rights Act
- **6.12.2.** Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act ("CEQA") (Public Resources Code sections 21000 et. seq.) (Also see the Special Conditions.)
- **6.12.3.** If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.
- **6.12.4.** Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

## 6.13. <u>Safety/Protection of Persons and Property</u>

- **6.13.1.** Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.
- **6.13.2. COVID-19.** Contractor is responsible for complying with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with COVID-19, and/or any similar virus or derivative strain. Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
- **6.13.3.** The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.
- **6.13.4.** Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.
- **6.13.5.** Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.
- **6.13.6.** Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.
- **6.13.7.** Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.
- **6.13.8.** Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.
- **6.13.9.** Hazards Control. Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.
- **6.13.10.** Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.
- **6.13.11.** Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.
- **6.13.12.** Storm Water. Contractor shall comply with the District's Storm Water Pollution Prevention Plan

(SWPPP) and, if indicated in the Special Conditions, shall be the District's Qualified SWPPP Practitioner, at no additional cost to the District.

- **6.13.13.** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- **6.13.14.** All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. The District reserves the right to designate certain items of value that shall be turned over to the District.
- **6.13.15.** All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.
- **6.13.16.** Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.
- **6.13.17.** Contractor shall protect and preserve the Work from all damage or accident, providing temporary roofs, window and door coverings, boxing, or other construction as needed. Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, materials, equipment, furnishings, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at its expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.
- **6.13.18.** Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.
- **6.13.19.** Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of the District, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and require that all workers comply with all regulations while on Project Site.
- **6.13.20.** Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.
- **6.13.21.** In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to entering the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.
- **6.13.22.** Infectious Disease Compliance Provisions

- **6.13.22.1.** Compliance with Orders. Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("Infectious Disease(s)"). Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its subcontractors provide PPE equipment to its employees to prevent the spread of an Infectious Disease at the Project Site(s).
- **6.13.22.2.** Infectious Disease and Contract Time. Contractor agrees that the Contract Time is based on Contractor's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these General Conditions.
- **6.13.22.3.** Infectious Disease Release. Contractor acknowledges that it is voluntarily and freely entering into the Contract for this Project and deciding to perform the Work which will require Contractor to enter upon and into the Site and that Contractor use of the Site includes the possible exposure to and illness from an Infectious Disease. Contractor further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Contractor hereby releases District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Contractor, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Contractor, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Contractor shall include this paragraph in all subcontracts with Subcontractors.
- **6.13.22.4.** Contractor shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).
- **6.13.22.5.** Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price.

#### 6.13.23. Photos, Videos and Use of Drones.

- **6.13.23.1.** Contractor may photograph or video the progress of the Work and shall provide all of those photos and videos to the District at the District's request. Contractor may utilize drones or similar aerial equipment to photograph, video or monitor the progress of the Work and for security purposes, but Contractor must comply with all legal requirements of the federal government, the State of California, and the County and City in which the Project is located, applicable to the use of drones or similar aerial equipment. In addition, Contractor shall ensure that no photographs, videos or digital recordings of any kind are taken of District students or staff.
- **6.13.23.2.** If Contractor utilizes drones or any other unmanned aircraft during construction operations, Contractor must either ensure its insurance coverage includes

unmanned aircraft operations or procure and maintain a separate aircraft liability policy to cover unmanned aircraft operations.

## 6.14. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's written approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any Inspector and custodial charges necessitated by the Contractor's evening and/or weekend work.

#### 6.15. Noise and Dust Control

- **6.15.1.** In addition to the noise control, dust control and related requirements in the Specifications, Contractor shall control the noise and dust at the Site as indicated here.
- **6.15.2. Noise Control.** The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise at the Site shall be limited as required by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school at the Site, at the District's request, the Contractor shall schedule the performance of that Work around normal school hours or make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.
- **6.15.3.** Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Those protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all that Work around normal school hours and make other arrangements so that the Work does not cause disruption or disturbance. In no event shall those arrangements result in adjustment of the Contract Price or the Contract Time.
- **6.15.4.** Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, Project Inspector, or Construction Manager shall notify the Contractor in writing and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from that notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred

by the District in connection with those actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct those amounts from the Contract Price then or thereafter due the Contractor.

## 6.16. Cleaning Up

- **6.16.1.** The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its Completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At Completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.
- **6.16.2.** Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.
- **6.16.3.** If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.
- **6.16.4.** Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

#### 7. SUBCONTRACTORS

- **7.1.** Contractor shall provide the District with information for all Subcontracts as required in the Contractor's Submittals and Schedules Section.
- **7.2.** No contractual relationship exists between the District and any Subcontractor, supplier, or subsubcontractor by reason of the Contract.
- **7.3.** Contractor agrees to bind every Subcontractor by terms of the Contract as far as those terms are applicable to Subcontractor's work. If Contractor shall subcontract any part of the Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.
- **7.4.** District's consent to, or approval of, or failure to object to, any Subcontractor under the Contract shall not in any way relieve Contractor of any obligations under the Contract and no such consent shall be deemed to waive any provisions of the Contract.
- **7.5.** Contractor acknowledges sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and shall comply with all applicable requirements

- therein. In addition, Contractor acknowledges sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and shall comply with all applicable requirements therein all including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.
- **7.6.** No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq, of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:
  - **7.6.1.** Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or
  - **7.6.2.** Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or
  - **7.6.3.** Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.
- **7.7.** The Contractor shall be responsible for the coordination of the trades, Subcontractors, subsubcontractors, and material or equipment suppliers working on the Project.
- **7.8.** Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.
- **7.9.** Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

## 8. OTHER CONTRACTS/CONTRACTORS

- **8.1.** District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with other portions of the Project or other construction or operations at or about the Site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.
- **8.2.** In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Site.
- **8.3.** If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.
- **8.4.** To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.
- **8.5.** Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in completion of the Project to the end that

Contractor may perform this Contract in light of the other contracts, if any.

**8.6.** Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. The District shall have complete access to the Project Site for any reasonable purpose at all times. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

#### 9. DRAWINGS AND SPECIFICATIONS

- **9.1.** A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.
- **9.2.** Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.
- 9.3. Trade Name or Trade Term. It is not the intention of the Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.
- **9.4.** The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.
- 9.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.
- **9.6.** In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.
- 9.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

#### 9.8. Ownership of Drawings

**9.8.1.** All copies of the Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at Completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any

Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

### 10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals. No submittal, unless approved in writing by the District as acceptable and complete, shall be a Contract Document.

### 10.1. Schedules, Safety Plan and Complete Subcontractor List

- **10.1.1.** Within <u>TEN (10)</u> calendar days after the date of the Notice to Proceed (unless otherwise specified in the Notice to Proceed or in the Special Conditions), Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:
  - **10.1.1.1.** Schedule of Work. Contractor shall provide a preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion.
    - **10.1.1.1.1.** Proposed Advanced Schedule. The District is not required to accept an early completion ("advanced") schedule; i.e., one that shows early completion dates for the Contract completion or milestones. Contractor shall not be entitled to extra compensation if the District allows the Contractor to proceed performing the Contract on an earlier ("advanced") schedule and Contractor completes the Project, for whatever reason, beyond the date shown in that earlier ("advanced") schedule, but within the Time for Completion indicated in the Contract. A schedule showing the work completed in less than the Time for Completion indicated in the Contract, shall be considered to have Project Float.
    - **10.1.1.1.2.** Float or Slack in the Schedule. Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.
  - **10.1.1.2.** Schedule of Submittals. The Contractor shall provide a preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule.
  - **10.1.1.3.** Schedule of Values. The Contractor shall provide a preliminary schedule of values for all component parts of the Work for which progress payments may be requested. The schedule of values must include quantities and prices of items totaling the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. The preliminary schedule of values should include, at a minimum, the following information and the following structure:

- **10.1.1.3.1.** Divided into at least the following categories:
  - **10.1.1.3.1.1.** Overhead and profit;
  - **10.1.1.3.1.2.** Supervision;
  - **10.1.1.3.1.3.** General conditions;
  - **10.1.1.3.1.4.** Layout;
  - **10.1.1.3.1.5.** Mobilization;
  - **10.1.1.3.1.6.** Submittals;
  - **10.1.1.3.1.7.** Bonds and insurance;
  - **10.1.1.3.1.8.** Closeout documentation;
  - **10.1.1.3.1.9.** Demolition;
  - **10.1.1.3.1.10.** Installation;
  - **10.1.1.3.1.11.** Rough-in;
  - **10.1.1.3.1.12.** Finishes;
  - **10.1.1.3.1.13.** Testing;
  - **10.1.1.3.1.14.** Punch List and acceptance.
- **10.1.1.3.2.** Divided by each of the following areas:
  - **10.1.1.3.2.1.** Site work;
  - **10.1.1.3.2.2.** By each building;
  - **10.1.1.3.2.3.** By each floor.
- **10.1.1.3.3.** The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:
  - **10.1.1.3.3.1.** Mobilization and layout combined to equal not more than 1%;
  - **10.1.1.3.3.2.** Submittals, samples and shop drawings combined to equal not more than 3%,
  - **10.1.1.3.3.3.** Bonds and insurance combined to equal not more than 2%.
- **10.1.1.3.4.** Closeout Documentation. Closeout Documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Contract retention.
- **10.1.1.3.5.** All items on the Schedule of Values must have a specific completion date on the Construction Schedule, or District has approved the Construction Schedule and the Construction Schedule is fully cost-loaded and resource-loaded, unless waived by the District in writing, and detailed as required by the Contract Documents
- **10.1.1.3.6.** Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.
- **10.1.1.3.7.** Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior written consent and approval of the District,

which may be granted or withheld in the sole discretion of the District.

- **10.1.1.3.8.** Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Schedule of Values, shall be paid by the District in installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.
- 10.1.1.3.9. The Contractor shall not "front-load" the Schedule of Values with false dollar amounts for activities to be performed in the early stages of the Project. The District may, in its sole discretion, utilize the costs listed in the Schedule of Values as the true cost of items to be deducted from the Contract Price through credit or deductive Change Order. The values for each line item shall include the amount of overhead and profit applicable to each item of work and shall include, at a minimum, a breakdown between rough and finish Work for the basic trades as well as individual dollar figures for large dollar equipment and materials to be installed or furnished for the Project. No individual line item or scope of work in the Schedule of Values shall exceed \$50,000, except with the express, written consent of the District. Exceptions will be given by the District for a single item of Equipment for which the true cost exceeds \$50,000. The Schedule of Values shall be subject to the District's review and approval of the form and content thereof. Upon request, Contractor shall provide District with data and documentation substantiating the accuracy of the proposed line items. In the event that the District shall reasonably object to any portion of the Schedule of Values, within ten (10) days of the District's receipt of the Schedule of Values, the District shall notify the Contractor, in writing of the District's objection(s) to the Schedule of Values together with any request for substantiating data or documentation. Within five (5) days of the date of the District's written objection(s) and request for substantiating data and documentation, Contractor shall submit a revised Schedule of Values to the District for review and approval together with the requested data and documentation. The foregoing procedure for the preparation, review and approval of the Schedule of Values shall continue until the District has approved of the entirety of the Schedule of Values. Once the Schedule of Values is approved by the District, the Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole reasonable discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Schedule of Values, shall be made incrementally as included in the activities included in the Approved Construction Schedule.
- **10.1.1.4.** <u>Safety Plan.</u> The Contractor shall provide a preliminary Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:
  - **10.1.1.4.1.** All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").
  - **10.1.1.4.2.** All provisions regarding Project safety, including all applicable provisions in these General Conditions.
  - **10.1.1.4.3.** Contractor's Safety Plan shall be prepared in both English and in the predominant language(s) of the Contractor's and its Subcontractors' employees.
- **10.1.1.5.** <u>Complete Subcontractor List.</u> Contractor shall provide a preliminary Subcontractor List stating the name, address, telephone number, facsimile number, email address, California State Contractors License number, Department of Industrial Relations

registration number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

- **10.1.2.** Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project, Primavera, or substantially similar product) approved in advance by the District.
- **10.1.3.** The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.
- **10.1.4.** The District shall have the right at any time to revise the Schedule of Values if, in the District's sole opinion, the Schedule of Values does not accurately reflect the value of the Work performed.
- **10.1.5.** All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

## 10.2. <u>Monthly Progress Schedule(s)</u>

- **10.2.1.** Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The Monthly Progress Schedule shall be sent to the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.
- **10.2.2.** Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

## 10.3. <u>Material Safety Data Sheets (MSDS)</u>

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substances brought onto the Project Site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

## 10.4. <u>Logistic Plan</u>

Contractor shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, if needed, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Contractor mobilizing on the Site.

#### 10.5. Information Included in Submittals.

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

copies, no piecemeal documentation is allowed. Any Submittal not bearing the required wet stamp as stated herein, shall be rejected until the appropriate wet stamp information is provided on each submittal.

#### 10.6. Verification of Submittal Information.

By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor's superintendent or project manager for the Work: "The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal is complete and includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals."

## 10.7. Contractor Responsibility for Deviations.

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

### 10.8. No Performance of Work Without Architect Review.

The Contractor shall perform no portion of the Work requiring the District's and Architect's review of Submittals until the District and Architect have completed their review and returned the Submittal to the Contractor indicating "No Exception Taken" to that Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. All Work shall be in accordance with the final action taken by the District and the Architect review in review of Submittals and other applicable portions of the Contract Documents.

## 10.9. District and Architect Review of Submittals.

The purpose of the District's and Architect's review of Submittals and the time for the District's and Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the District and/or Architect return a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the District's and Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the District shall be entitled to rely upon the accuracy and completeness of the Contractor's calculations and certifications accompanying Submittals. The District's and Architect's review of the Submittals is for the limited purposes described in the Contract Documents. The District and Architect will review each Submittal twice. Should additional Submittals be required as a result of failure of the Contractor to address comments, the Contractor will pay for the Architect's services on a time and material basis for each subsequent review.

## 10.10. Deferred Approval Items.

In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item from DSA, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time. All work, labor, materials, equipment or services necessary to complete the design, engineering and permitting/approval of the Deferred Approval items shall be provided by the Contractor without adjustment of the Contract Price or the Contract Time.

## 10.11. <u>Contractor Responsibility for Deviations</u>

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

## 11. SITE ACCESS, CONDITIONS AND REQUIREMENTS

## 11.1. <u>Site Investigation</u>

Before bidding on the Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in the Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

#### 11.2. Soils Investigation Report

- **11.2.1.** When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of the Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of the Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it made visual examination of Site and made whatever tests Contractor deems appropriate to determine underground condition of soil.
- **11.2.2.** If a soils report is identified in the Contract Documents, it is not a Contract Document. Further, no representation is made by District that information provided is adequate for purposes of construction of the Project. District disclaims responsibility for any and all interpretations made by the Contractor of any soil or subsurface condition for information, such as soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence or level and extent of underground water.
- **11.2.3.** The Contractor shall determine the means, methods, techniques and sequences necessary to achieve required soil contours and characteristics of all completed Work.
- **11.2.4.** If after execution of the Contract, the Contractor encounters conditions at the Site than are materially different from those customarily encountered at or near the Premises, any request by the Contractor for additional funds or additional time, shall be governed by provisions of the Contract Documents for Changes in the Work related to unforeseen conditions.
- **11.2.5.** Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions

of these General Conditions regarding trenches, trenching, and/or existing utility lines.

### 11.3. Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for access so that District's representatives may perform their functions.

## 11.4. <u>Layout and Field Engineering</u>

- **11.4.1.** All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.
- **11.4.2.** Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.
- **11.4.3.** Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

## 11.5. Utilities for Construction

Utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price. Also refer to other utility requirements as indicated in the Specifications.

## 11.6. <u>Sanitary Facilities</u>

At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at the Site. Also refer to other Sanitary facility requirements as indicated in the Specifications.

## 11.7. Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

## 11.8. Regional Notification Center

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor

unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

#### 11.9. Existing Utility Lines

- **11.9.1.** Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under the Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.
- **11.9.2.** Locations of existing utilities provided by District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.
- **11.9.3.** No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines, whenever the presence of these utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.
- **11.9.4.** If Contractor, while performing Work, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately, but in no case longer than two (2) Business Days, notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

## 11.10. Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to the applicable provisions of these General Conditions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

#### 11.11. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, certifications related to hazardous materials in the document entitled Certifications to be Completed by Contractor.

## 11.12. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

#### 12. TRENCHES

### 12.1. Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

## 12.2. Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

## 12.3. No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

## 12.4. No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

#### 12.5. Discovery of Hazardous Waste, Unusual Conditions and/or Unforeseen Conditions

- **12.5.1.** Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall immediately, but in no case longer than two (2) Business Days, and before the following conditions are disturbed, notify the District, in writing, of any:
  - **12.5.1.1.** Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - **12.5.1.2.** Subsurface or latent physical conditions at the Site differing from those indicated.
  - **12.5.1.3.** Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- **12.5.2.** The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.
- **12.5.3.** In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of,

or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided by the Contract or by law that pertain to the resolution of disputes and protests, which include the requirement that Contractor complies with the notice and PCO provisions of the Contract Documents. Contractor's failure to submit a proposed change order pursuant to the terms of the Contract Documents shall be deemed a waiver of Contractor's right to an adjustment of the Contract Price of Contract Time.

## 13. INSURANCE AND BONDS

#### 13.1. Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts indicated herein and include the provisions set forth herein.

#### 13.1.1. Commercial General Liability and Automobile Liability Insurance

- **13.1.1.1.** Contractor shall procure and maintain, during the life of the Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under the Contract. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.
- **13.1.1.2.** Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

## 13.1.2. Umbrella Liability Insurance

- 13.1.2.1. Contractor shall procure and maintain, during the life of the Contract, an Excess Liability and/or Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Program Manager(s), and Architect(s) in the amounts indicated herein, and shall comply with all requirements for Commercial General Liability and Automobile Liability, Employers' Liability Insurance, and Sexual Molestation and Abuse Liability. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form.
- **13.1.2.2.** There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy.
- **13.1.2.3.** Whether this Excess Liability and/or Umbrella Liability Insurance Policy is written on a "follow form" or "stand alone" form, the coverages shall equal or greater than the Contractor's Commercial General Liability and Automobile Liability, Employers' Liability Insurance, and Sexual Molestation and Abuse Liability with no exclusions that reduce or eliminate coverage items.
- **13.1.3.** <u>Subcontractor(s)</u>: Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with minimum limits equal to at least fifty percent (50%) of the amounts required of the Contractor.

#### 13.1.4. Workers' Compensation and Employers' Liability Insurance

- **13.1.4.1.** In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.
- 13.1.4.2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in Work under the Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.
- **13.1.5.** <u>Sexual Molestation and Abuse Liability Insurance.</u> Contractor shall procure and maintain, during the life of this Contract, sexual molestation and abuse insurance. Contractor shall require its Subcontractor(s), if any, to procure and maintain sexual molestation and abuse insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under the Contract, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

## 13.1.6. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance (NO Earthquake or Flood).

- **13.1.6.1.** Contractor (Builder) shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents.
- 13.1.6.2. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, water damage, mold, civil authority, theft, sonic disturbance, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.
- 13.1.6.3. Coverage shall be maintained until final payment has been made as provided under the Contract or until no person or entity other than the District has an insurable interest in the property to be covered, whichever is later. This insurance shall cover as insureds the District, Contractor, all Subcontractors of every tier on the Project, and all vendors and suppliers. Coverage must also be maintained for any materials stored offsite that will be incorporated into the Project.
- **13.1.6.4.** The deductible for this insurance shall be paid by Contractor.

13.1.6.5. Contractor must review the Special Conditions to confirm the scope of this requirement and if the District has modified this provision.

## 13.1.7. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

- **13.1.7.1.** Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under the Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.
- **13.1.7.2.** Endorsements, certificates, and insurance policies shall include the following:
  - **13.1.7.2.1.** A clause stating:
    - **13.1.7.2.1.1.** "This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."
    - **13.1.7.2.1.2.** In lieu of receiving an endorsement with this clause, the District may, at its sole discretion, accept written notification from Contractor and its insurer to the District of any amendments, modifications, cancellations or reduction in coverage, not less than thirty (30) days prior to such coverage changes occur.
  - **13.1.7.2.2.** Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
- **13.1.7.3.** All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.
- **13.1.7.4.** Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Program Manager(s), Inspector(s), and/or Architect(s).
- **13.1.7.5.** All endorsements shall waive any right to subrogation against any of the named additional insureds.
- **13.1.7.6.** All policies shall be written on an occurrence form.
- **13.1.7.7.** Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be placed with insurers **ADMITTED** in California with a current A.M. Best's rating of no less than **A—** or **A:VII.**
- **13.1.7.8.** The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out or relating to the performance of the Work or related activities.
- **13.1.7.9.** Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

#### 13.1.8. <u>Insurance Policy Limits</u>

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Includes: Bodily Injury,	\$2,000,000 each occurrence;
	Property Damage, Personal	\$4,000,000 general aggregate
	& Advertising Injury,	
	Product Liability and	
	Completed Operations	
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000 per occurrence
Excess Liability (Umbrella)		\$1,000,000 per occurrence;
		\$6,000,000 aggregate
Workers Compensation		Statutory limits pursuant to
		State law
Employers' Liability		\$2,000,000 each incident,
		each disease;
		\$2,000,000 policy limit
Sexual Abuse / Molestation		\$1,000,000 each incident;
		\$2,000,000 policy limit
Builder's Risk (Course of		Issued for the value and scope
Construction)		of Work indicated herein.
Property of Others	Combined Single Limit	Issued for the value and scope
	General Aggregate	of Work stored off-site.

## 13.2. <u>Contract Security – Bonds</u>

- **13.2.1.** Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:
  - **13.2.1.1. Performance Bond**: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.
  - **13.2.1.2. Payment Bond**: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with the Contract.
- **13.2.2.** Cost of bonds shall be included in the Bid and Contract Price.
- **13.2.3.** All bonds related to the Project shall be in the forms set forth in the Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

## 14. WARRANTY/GUARANTEE/INDEMNITY

## 14.1. Warranty/Guarantee

**14.1.1.** Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work. All manufacturer, material, and fixture warranties shall commence at Project Completion. Contractor shall ensure that all warranties are maintained for the benefit of the District, regardless of the who the manufacturer is, who the installing Subcontractor was, if any, etc. While the District will fully expect the Contractor to manage all warranty

work through all applicable warranty periods, the District must have that same ability if the Contractor fails to perform its warranty obligations as required.

- **14.1.2.** In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work against all defects for a period of **ONE (1)** year after the later of the following dates:
  - **14.1.2.1.** The date of completion as defined in Public Contract Code section 7107, subdivision (c),
  - **14.1.2.2.** The commissioning date for the Project, if any.
- **14.1.3.** At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of Completion as defined above without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within **TEN (10)** days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.
- **14.1.4.** If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in the Contract Documents.
- **14.1.5.** The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.
- **14.1.6.** Nothing herein shall limit any other rights or remedies available to District.

## 14.2. <u>Indemnity</u>

**14.2.1.** To the furthest extent permitted by California law, Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work by Contractor, its Subcontractors, vendors, or suppliers, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes, without limitation:

- **14.2.1.1.** Any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.
- **14.2.1.2.** Any claim arising (including bid protests) from any errors or mistakes in Contractor's bid documents provided to Subcontractors.
- **14.2.2.** Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.
- **14.2.3.** In any and all claims against any of the Indemnitees by any employee of Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- **14.2.4.** The defense and indemnification obligations hereunder shall survive the Completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

## 15. TIME

## 15.1. Notice to Proceed

District may issue a Notice to Proceed as indicated in the Instructions to Bidders or will otherwise instruct the Contractor to begin performing the Work of the Project.

## 15.2. Hours of Work

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies. Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the performance of the Work in accordance with the Construction Schedule. In no event will the District be responsible for the costs of Work performed outside of regular working hours, including, without limitation, overtime or weekend Work, unless expressly agreed to by the District in writing and approved in a Change Order.

## 15.3. <u>Progress and Completion</u>

## **15.3.1.** Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, Contractor confirms that the Contract Time is a reasonable period for performing the Work.

## **15.3.2.** No Commencement Without Insurance

**15.3.2.1.** Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District's claim for damages.

## 15.4. Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

## 15.5. Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

#### 16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

## 16.1. <u>Contractor's Notice of Delay</u>

- **16.1.1.** In addition to the requirements indicated in this subsection, Contractor shall submit any request for an adjustment of the Contract Price or the Contract Time through the Change Order provisions in these General Conditions.
- **16.1.2.** Contractor shall, within **FIVE (5)** calendar days of any delay impacting the critical path in completing the Work, notify District in writing of the causes of the delay including documentation and facts explaining the delay.
- **16.1.3.** Any request by Contractor for an adjustment of the Contract Price or the Contract Time for a delay shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work.
- **16.1.4.** Any claim for delay must include the following information as support, without limitation:
  - **16.1.4.1. Duration.** The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.
  - **16.1.4.2. Schedule Analysis**. A detailed schedule analysis articulating the cause of any delay and explaining the delay's impact to critical path and each activity of the Project. This analysis may be in the form of a time impact analysis. The time impact analysis shall provide all documentation and justification necessary to substantiate the requested extension. All supporting documentation shall be based on the then current Monthly Progress Schedule.

- **16.1.4.3. Logical Ties / Fragnets.** Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.) Include a "fragnet" analysis for the portion of the schedule and the activities the Contractor contends are impacted by the delay.
- **16.1.4.4. Updated Construction Schedule.** A recovery or updated Construction Schedule must be submitted.
- **16.1.5.** District shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the District's judgment, the findings of fact justify an extension.
- **16.1.6.** Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected.
- **16.1.7.** An extension of time may only be granted if Contractor has timely submitted the updated Construction Schedule as required herein.
- **16.1.8.** Following submission of a notice of delay, the District may determine whether the delay is to be considered:
  - **16.1.8.1.** Excusable and Compensable, Excusable and Non-Compensable, or Unexcused;
  - **16.1.8.2.** How long the delay continues; and
  - **16.1.8.3.** To what extent the prosecution and Completion of the Work might be delayed thereby.
- **16.1.9.** Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of its right to assert a claim for a delay.
- 16.1.10. Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. No adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless those delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated approved Construction Schedule as of the date on which a delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny a request by the Contractor for an adjustment of the Contract Time for any delay that does not actually and directly impact Work on the then current and updated approved Construction Schedule. In submitting a request for an adjustment of Contract Time, and as a condition precedent to the District's review of that request, Contractor shall insert into the then current and updated approved Construction Schedule a "fragnet" analysis representing the event that Contractor claims to result in delay to the critical path as depicted in the updated approved Construction Schedule. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay that ends last. If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcused Delay.

## 16.2. <u>Excusable and Compensable Delay(s)</u>

**16.2.1.** Contractor is <u>not</u> entitled to additional compensation for any delay, even a delay caused by

Adverse Weather or an Excusable Delay, unless <u>all</u> of the following conditions are met ("Excusable and Compensable Delay"):

- **16.2.1.1.** The District is responsible for the delay;
- **16.2.1.2.** The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;
- **16.2.1.3.** The delay was not within the contemplation of District and Contractor;
- **16.2.1.4.** Contractor complies with the Change Order procedures, and if necessary, the Claims procedures of the Contract Documents;
- **16.2.1.5.** The delay could not have been avoided or mitigated by the Contractor's care, prudence, foresight, and diligence;
- **16.2.1.6.** The delay extends the most current Contract Completion date; and
- **16.2.1.7.** The delay is not concurrent with a Contractor-caused delay or other type of Excusable Delay.
- **16.2.2.** In accordance with California Public Contract Code section 7102, if the Contractor's progress is delayed by the events described in the preceding subsection, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom. In that event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or construction equipment directly resulting from that delay, and shall exclude special, indirect or consequential damages. In no event shall Contractor seek costs or damages for delays, interruptions, hindrances or disruptions to the Work for on-Site or off-Site costs or damages based upon formulas, e.g. Eichleay or other formula. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, the "Changes in the Work" section and the percentages in the "Format for Proposed Change" section of these General Conditions.

## 16.3. Excusable and Non-Compensable Delay(s)

- **16.3.1.** An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of the Contractor and that:
  - **16.3.1.1.** Could have not been avoided by the Contractor exercising care, prudence, foresight, and diligence, and
  - **16.3.1.2.** Actually extended the most current Project Completion date.
- **16.3.2.** The Contractor may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Contractor shall not be entitled to additional compensation for an Excusable Delay.
- 16.3.3. Force Majeure.
  - **16.3.3.1.** Excusable Delays are limited to interruptions that satisfy the above requirements and that are acts of God; acts of a public enemy; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; pandemics; guarantine

restrictions; strikes; lockouts; fuel shortages; freight embargoes; and Adverse Weather that satisfies the requirements herein ("Force Majeure Events").

- **16.3.3.2.** If an Infectious Disease impacts the progress of the Work and Contractor demonstrates that the event satisfies the conditions of the Contract Documents for an adjustment to the Contract Time, it will be considered a Force Majeure Event.
- **16.3.3.3.** In addition to any other requirement of the Contract Documents, Contractor shall not be entitled to any adjustment to the Contract Time unless Contractor submits a PCO and the District has issued a Change Order pursuant to the "Changes in the Work" provisions herein. If the Parties cannot in good faith and reasonably agree to an increase in the Contract Time, the Parties agree that dispute will be resolved pursuant to the Claims Resolution Process herein.
- **16.3.4.** Contractor is aware that governmental agencies and utilities, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies.
- **16.3.5.** Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the approved Construction Schedule or the most recent updated approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay.

#### 16.3.6. Computation of Time / Adverse Weather

- **16.3.6.1.** The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor within five (5) calendar days of the Adverse Weather event, and only if <u>all</u> of the following conditions are met thereby making the resulting delay an Excusable Delay.
  - **16.3.6.1.1.** The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;
  - **16.3.6.1.2.** Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;
  - **16.3.6.1.3.** The Contractor's crew is dismissed as a result of the Adverse Weather; and
  - **16.3.6.1.4.** The number of days of delay exceed those indicated in the Special Conditions.

- **16.3.6.2.** A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions and only if the tasks of Work on the day affected by the Adverse Weather were tasks required to be performed on that day to maintain the critical path of the Construction Schedule.
- **16.3.6.3.** The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.
- **16.3.6.4.** The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

## 16.4. <u>Unexcused Delay(s) – Liquidated Damages</u>

- **16.4.1.** Unexcused delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in the "Excusable and Compensable Delay(s)" or the "Excusable and Non-Compensable Delay(s)" sections above ("**Unexcused Delays**"). Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcused Delays.
- **16.4.2.** Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall forfeit and pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in Completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.
- **16.4.3.** Contractor shall not forfeit or pay liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

#### 17. CHANGES IN THE WORK

## 17.1. No Changes Without Authorization

- **17.1.1.** There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, a written Unilateral Change Order, or a written Force Account Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work, any changes to the Contract Time, or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by an executed Change Order, a written Unilateral Change Order, or a written Force Account Directive.
- 17.1.2. Verbal Order of Change in the Work. Any verbal order, direction, instruction, interpretation, or determination from the District, the Project Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect written notice within three (3) Business Days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within three (3) Business Days of any verbal order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of that verbal order, direction,

instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the verbal order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any verbal order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

- **17.1.3.** The Surety, in executing and providing the Performance Bond and the Payment Bond, shall be deemed to have expressly agreed to any change to the Contract and to any extension of time made by reason thereof.
- **17.1.4.** No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order, Unilateral Change Order, or Force Account Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.
- **17.1.5.** Contractor shall perform immediately all work that has been authorized by a fully executed Change Order, Unilateral Change Order, or Force Account Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work and Contractor's failure or refusal to so proceed with that Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.
- **17.1.6.** Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District, Unilateral Change Order, or Force Account Directive, Contractor waives any claim of additional compensation or time for that additional work.
- **17.1.7.** Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.
- **17.1.8.** In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent all threatened loss or injury. Any compensation or time claimed by Contractor on account of emergency work shall be determined as indicated herein as a PCO.

## 17.2. <u>Architect Authority</u>

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Unilateral Change Order, or by Architect's response(s) to RFI(s).

## 17.3. Change Orders

- **17.3.1.** A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's governing board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:
  - **17.3.1.1.** A description of a change in the Work;

- **17.3.1.2.** The amount of the adjustment in the Contract Price, if any; and
- **17.3.1.3.** The extent of the adjustment in the Contract Time, if any.
- **17.3.2.** If a Change Order is required to be approved by DSA, the District may call it a Construction Change Document.
- 17.3.3. If the District approves a Change, the District or the Architect shall provide a written Change Order to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that Change. All Change Orders shall be full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any demand or request for an adjustment to the Contract Time or the Contract Price 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. After 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.

## 17.4. <u>Unilateral Change Orders</u>

- **17.4.1.** A Unilateral Change Order is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District, directing a change in the Work. The District may as provided by law, by Unilateral Change Order and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. Any dispute as to the sum of the Unilateral Change Order or timing of payment shall be resolved pursuant to the Payment provisions and the Claims provisions herein. **A Unilateral Change Order is NOT a Construction Change Document (which is defined above as a Change Order that DSA must approve)**.
- **17.4.2.** The District may issue a Unilateral Change Order in the absence of agreement on the terms of a Change Order.

## 17.5. Force Account Directives

- **17.5.1.** When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.
- **17.5.2.** District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by District.
- **17.5.3.** All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.
- **17.5.4.** Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overheard and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.
- **17.5.5.** Contractor shall notify District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless

specifically authorized in writing by the District. Contractor will not be compensated for force account work in the event that Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

- **17.5.6.** Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to Contractor for its records. District will not sign, nor will Contractor receive compensation for work District cannot verify. Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.
- **17.5.7.** In the event Contractor and District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

## 17.6. Price Request

- **17.6.1.** <u>Definition of Price Request</u>. A Price Request ("PR") is a written request prepared by the Architect or the District, requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.
- **17.6.2.** Scope of Price Request. A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.
- **17.6.3.** Contractor shall not consider Price Requests to be instructions either to stop work in progress or to execute the proposed change.
- **17.6.4.** Within the time specified in Price Request after receipt of Price Request, Contractor shall submit a quotation estimating cost adjustments to the Contract Price and the Contract Time necessary to execute the change, with the following documentation and information:
  - **17.6.4.1.** 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.
  - **17.6.4.2.** Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  - **17.6.4.3.** Include costs of labor and supervision directly attributable to the change.
  - **17.6.4.4.** Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

## 17.7. <u>Proposed Change Order</u>

17.7.1. Proposed Change Order. The Contractor may issue a Proposed Change Order ("PCO"), only as a

written request prepared by it to the District and the Architect, requesting that the District issue a Change Order based upon a proposed change to the Work.

- **17.7.2.** <u>Changes in Contract Price</u>. A PCO shall include breakdowns pursuant to the provisions herein to validate any change in Contract Price and include all reasonable documentation as required herein.
- 17.7.3. Changes in Time. A PCO shall also include any changes in time required to complete the Project. 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 relationships. Use available total float before requesting an extension of the Contract Time. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay. If the Contractor is requesting additional time and believes that time is both Excusable and Compensable, then the Contractor must provide detailed documentation that supports its position and that addresses all the components of the "Excusable and Compensable Delay(s)" section above.
- 17.7.4. Unknown and/or Unforeseen Conditions. If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.
- **17.7.5.** Time to Submit PCO. Contractor shall submit its PCO within five (5) days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address the basis for the PCI. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with Supporting Documentation to permit the District's review and evaluation) within this time frame 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 the circumstances giving rise to the PCO.

## **17.7.6.** COVID-19 and other Infectious Disease(s).

- **17.7.6.1.** Contractor agrees that its bid, the Contract Price and the Contract Time are based on the Contractor's full compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with Infectious Disease(s) (as defined herein) including COVID-19, and/or any similar virus or derivative strain at the time of Contract award. Therefore, any cost or delay associated with Infectious Disease(s), or any derivative or similar strain thereof, or any federal, state, or local order relating thereto, shall not be considered compensable unless:
  - **17.7.6.1.1.** It occurred after the date of the award of the Contract to Contractor;
  - **17.7.6.1.2.** It materially increases the Contract Price or the Contract Time; and
  - **17.7.6.1.3.** Contractor notifies the District within 10 days of notice of any a new derivative, strain, or new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new derivative, strain, or new public health order(s), and

Contractor substantiates those costs with detailed supporting documentation as required for a PCO.

**17.7.6.2.** If, during the construction of the Project, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with Infectious Disease(s), and/or any similar virus or derivative strain, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the Parties agree to reduce the Contract Price and the Contract Time due to the removal of the required efforts. If the Parties cannot mutually agree on the appropriate reduction, the District may issue a Unilateral Change Order for an amount of time and money it determines to be both reasonable and appropriate. The Parties agree that any dispute related to this provision will be resolved pursuant to the Claims Resolution Process herein.

## 17.8. Format for Proposed Change Order

**17.8.1.** The following "Format For Proposed Change For Subcontractor Performed Work" and "Format For Proposed Change For Contractor Performed Work" shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

# FORMAT FOR PROPOSED CHANGE FOR <u>SUBCONTRACTOR</u> PERFORMED WORK

	CURCONTRACTOR REPEORMED WORK	ADD	DEDUCT
(A)	SUBCONTRACTOR PERFORMED WORK	<u>ADD</u>	<u>DEDUCT</u>
(A)	1. Hours. Attach total itemized hours, by each		
	Subcontractor at each tier.		
	Subcontractor at each tier.		
	2. <b>Rate.</b> This shall be no more than the Straight-Time		
	Total Hourly Rate as determined by the Department of		
	Industrial Relations ("DIR") for the applicable labor		
	category.		
(B)	Labor Burden & Worker's Compensation Charge		
(-)	1. This shall be no more than twenty percent (20%) of		
	item (A), the Labor Charge.		
	tem (14) the Eddor Charge.		
	2. This shall be the total cumulative charge permitted for		
	all Subcontractors or all labor performed by the		
	Subcontractor or Subcontractor's Subcontractor(s)		
	(i.e., all "lower-tier" Subcontractor(s)).		
(C)	Subtotal (A+B)		
(D)	Material Charge		
	Attach itemized quantity and unit cost plus sales tax		
	and invoice(s) from vendor(s).		
(E)	Equipment Charge		
	Attach invoice(s) from supplier(s).		
(F)	Subtotal (C+D+E)		
(G)	Subcontractor's Overhead and Profit Charge		
	1. This shall be no more than eight percent (8%) of item (F).		
	2. This shall be the total cumulative mark-up permitted for		
	the Subcontractor and Subcontractor's Subcontractor(s)		
	(i.e., all "lower-tier" Subcontractor(s)).		
(H)	Subtotal (F+G)		
(1)	Contractor's Overhead, Profit, Bond and Insurance		
	<ol> <li>This shall be no more than <u>six percent (6%)</u> of Item (F).</li> </ol>		
	2. This shall be the total mark-up permitted for Contractor.		
(J)	TOTAL (H+I)		
(3)	<u>IOTAL (IIII)</u>		
(K)	Time		_ Days
1-7	I <del></del>		

# FORMAT FOR PROPOSED CHANGE FOR CONTRACTOR PERFORMED WORK

	CONTRACTOR PERFORMED WORK	ADD	DEDUCT
(A)		ADD	DEDOCT
(A)	Labor Charge  1. Hours. Attach total itemized hours.		
	<ol> <li>Rate. This shall be no more than the Straight-Time Total Hourly Rate as determined by the Department of Industrial Relations ("DIR") for the applicable labor category.</li> </ol>		
(B)	Labor Burden & Worker's Compensation Charge		
	<ol> <li>This shall be no more than twenty percent (20%) of item (A), the Labor Charge.</li> </ol>		
	This shall be the total cumulative charge permitted for all labor performed by Contractor.		
(C)	Subtotal (A+B)		
(D)	Material Charge  Attach itemized quantity and unit cost plus sales tax and invoice(s) from vendor(s).		
(E)	Equipment Charge  Attach invoice(s) from supplier(s).		
(F)	Subtotal (C+D+E)		
(G)	Contractor's Overhead, Profit, Bond and Insurance  1. This shall be no more than six percent (6%) of Item (F).		
	2. This shall be the total mark-up permitted for Contractor.		
(H)	TOTAL (F+G)		
(1)	<u>Time</u>		Days

- **17.8.2.** All Proposed Change Order requests by Contractor for a change shall include a complete itemized breakdown with the following detail:
  - **17.8.2.1. Labor.** Labor breakdown by trade classification, wage rates, and estimated hours. Labor costs shall only include fringe benefits indicated by governing trade organizations. Wages shall not exceed current prevailing wages in the locality for performance of the changes.
    - **17.8.2.1.1.** The Contractor's or Subcontractors' labor burden and Workers' Compensation premium shall only be charged as indicated herein. In no event shall Contractor include any other charges than as indicated herein without the prior written approval of the District.
  - **17.8.2.2. Material.** Material quantities, and types of products, and transportation costs, if applicable.
  - **17.8.2.3. Equipment.** Equipment breakdown by make, type, size, rental rates (if not owned), equipment hours and transportation costs, if applicable.
    - **17.8.2.3.1.** The equipment costs shall not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors, whichever is less. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used.
    - **17.8.2.3.2.** The time to be paid for equipment shall be the actual time that the equipment is in (1) productive operation on the Work or (2) idled because of the event or circumstance giving rise to the Proposed Change Order.
      - **17.8.2.3.2.1.** To calculate the costs of idle equipment, the Contractor must use the applicable idle equipment rate. For example, and clarification purposes only, if the rate for "X" piece of equipment is \$100 and the applicable delay factor is .20 for that piece of equipment, then the hourly rate for idle equipment shall be \$20 (\$100 x .20), which shall be applied against the number of hours idle. In no event shall Contractor charge an amount greater than 50% of the applicable equipment rate for idle equipment.
      - **17.8.2.3.2.2.** In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour.
      - **17.8.2.3.2.3.** No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays.
      - **17.8.2.3.2.4.** The rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the event or circumstance giving rise to the Proposed Change Order.
    - **17.8.2.3.3.** Individual pieces of equipment having a replacement value of one thousand dollars (\$1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.
    - **17.8.2.3.4.** Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants,

supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

- **17.8.2.3.5.** Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor shall immediately notify District of such and the price set for any such rental shall be agreed upon in advance by the Contractor and the District.
- **17.8.2.4. Overhead, Profit, Bond and Insurance Costs.** Markup for overhead and profit, which shall be used to compensate Contractor for all costs for all administration, general conditions, and supervision, including, without limitation:
  - **17.8.2.4.1.** All home office overhead, field office overhead, field office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, labor compliance costs and secretaries.
  - **17.8.2.4.2.** All field and field office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, computers, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under \$1000 each, portable scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, As-Built Drawings, as well as any related maintenance costs.
  - **17.8.2.4.3.** Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, cleaning, protecting the work, and other incidental Work related to the change.
  - **17.8.2.4.4.** All other costs and taxes required to be paid, but not included under direct costs as defined above including, without limitation, payroll taxes, social security, etc.
  - **17.8.2.4.5.** All costs for Contractor's bonds and insurance.
  - **17.8.2.4.6.** Taxes: Federal excise tax shall not be included. District will issue an exemption on request.
- 17.8.2.5. Contract Time. Justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the request. Contract Time shall be extended or reduced by Change Orders, Unilateral Change Orders, or Force Account Directives for a period of time commensurate with the time reasonably necessary to perform a Change. This time must be requested in writing by the Contractor with the Price Request, PCO, or expressly in writing as part of its documentation for Unilateral Change Orders, or Force Account Directives. The Contractor shall justify any Contract Time extension by submittal of a schedule analysis as required in this Changes section of these General Conditions accurately portraying the impact of the change on the critical path of the Construction Schedule. Changes performed within available float shall not justify an extension to the Contract Time. The District shall make the final determination of the amount of Contract Time to allocate to any Change.
- **17.8.2.6. Supporting Documentation.** Contractor shall include with each PCO, along with the itemized breakdown as required herein, reasonable documentation substantiating the

requested change in the Contract Price and Contract Time. If the District deems Contractor's supporting documentation incomplete or inadequate to substantiate the requested change to the Contract Price and Contract Time, the District may request that Contractor supplement the PCO with additional, reasonable supporting documentation.

### 17.9. <u>Change Order Certification</u>

**17.9.1.** All Change Orders and PCOs shall include the following certification by the Contractor. The Parties acknowledged that if a Change Order is approved that does not include this language, that Change Order shall be deemed to include this certification language:

The Contractor approves the foregoing as to the changes, if any, and the price specified for each item and the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete all additional work specified for the consideration stated herein. Submission of sums that have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District. It is expressly understood that the value of the extra Work or changes includes all of the Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

# 17.10. <u>Determination of Change Order Cost</u>

**17.10.1.** The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

- **17.10.1.1.** District acceptance of a PCO;
- **17.10.1.2.** By agreement between District and Contractor.
- 17.10.1.3. By unit prices or alternates contained in Contractor's original bid. If the Bid for the Work included proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add any such Alternate Bid Item(s) if the that item did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if that item formed a basis for award of the Contract. If the District elects to add or delete an Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for that Alternate Bid Item(s) shall be as set forth in the Contractor's Bid, at the District's discretion. If any Alternate Bid Item is added or deleted from the Work 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.
- **17.10.1.4.** By the District, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. 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, 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 of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this provision, Contractor shall diligently proceed to perform and complete any such Change.

#### 17.11. Deductive Change Orders

If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total overhead and profit to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) overhead and profit to be deducted with the amount of its deducted work, for a total minimum of ten percent (10%) total overhead and profit to be deducted. Any deviation from this provision shall not be allowed.

### 17.12. <u>Discounts, Rebates and Refunds</u>

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

### 17.13. Accounting Records

With respect to portions of the Work performed by Change Orders, Unilateral Change Orders, or Force Account Directives, Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records Contractor is required to maintain pursuant to the Contract Documents.

#### 17.14. Notice Required

If Contractor is seeking an adjustment in the Contract Price, or any extension in the Contract Time for Completion, it shall notify District pursuant to the provisions of the Contract Documents. No adjustment in the Contract Price or Contract Time shall be considered unless made in accordance with the Contract Documents. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such contract adjustment shall only be authorized by a Change Order.

# 17.15. Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders, Unilateral Change Orders, or Force Account Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

## 17.16. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

### 17.17. Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

#### **18. REQUEST FOR INFORMATION**

- **18.1.** Any Request for Information ("RFI") shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. Contractor shall make suggestions and interpretations of the issue raised by each RFI. An RFI cannot modify the Contract Price, Contract Time, or the Contract Documents.
- **18.2.** Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any RFI, including without limitation, fees of the Architect and any other design consultant to the Architect or the District, that District reasonably determines:
  - **18.2.1.** Does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or
  - **18.2.2.** Does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract; or
  - **18.2.3.** Requests an interpretation or decision of a matter where the information sought is equally available to the Contractor; or
  - **18.2.4.** Is not justified for any other reason.
- **18.3.** Prior to submitting the RFI, Contractor shall diligently review the Contract Documents for information responsive to the RFI, including information incorporated by reference. Contractor should not issue an RFI regarding information contained in or inferable from the Contract Documents, including information incorporated by reference. An RFI is invalid if the RFI response is contained in or inferable from the Contract Documents.
- **18.4.** Contractor shall be responsible for preparing and submitting each RFI so as to not cause delay to the progress of the Work nor to cause any impact to the Contractor's labor productivity. An RFI may be considered untimely if not submitted within **Forty Eight (48) hours** of receipt from a Contractor's subcontractor. Untimely submission of any RFI will preclude Contractor from asserting any claims for delay or for labor impact against the District.
- 18.5. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the District to address and resolve any conditions, the Contractor shall act with promptness in submitting any written request so as to allow the District a reasonable period of time to review, evaluate and respond to any request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the District.

# 19. PAYMENTS

### 19.1. <u>Contract Price</u>

**19.1.1.** The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work pursuant to the Contract Documents. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board (SAB), payment may be subject to that approval being received, funding by the SAB, and funds being released by the Office of Public School Construction (OPSC).

## 19.2. <u>Applications for Progress Payments</u>

### **19.2.1.** Procedure for Applications for Progress Payments

### **19.2.1.1.** Application for Progress Payment

- **19.2.1.1.1.** Not before the fifth (5<sup>th</sup>) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for Work completed in accordance with the Schedule of Values. The Application for Payment shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:
  - **19.2.1.1.1.1.** The amount paid to the date of the Application for Payment to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
  - **19.2.1.1.1.2.** The amount being requested by the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
  - **19.2.1.1.13.** The balance that will be due to each of the entities after payment is made;
  - **19.2.1.1.1.4.** A certification that the As-Built Drawings and annotated Specifications are current;
  - **19.2.1.1.1.5.** An Itemized breakdown of Work performed;
  - **19.2.1.1.1.6.** An updated and acceptable construction schedule in conformance with the provisions herein;
  - **19.2.1.1.1.7.** The additions to and subtractions from the Contract Price and Contract Time:
  - **19.2.1.1.1.8.** A total of the retention held;
  - **19.2.1.1.1.9.** The material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
  - **19.2.1.1.10.** The percentage of completion of the Contractor's Work by line item;
  - **19.2.1.1.11.** The Schedule of Values updated from the preceding Application for Payment;
  - **19.2.1.1.12.** A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from each subcontractor of any tier and supplier to be paid from the current progress payment;

- **19.2.1.1.13.** A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from each subcontractor of any tier and supplier that was paid from the previous progress payment; and
- **19.2.1.1.1.14.** A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.

- **19.2.1.1.1.15.** If requested by the District, a third party, or as required by the California Department of Industrial Relations, all requested or required certified payroll record ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment.
- **19.2.1.1.2.** Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment that, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.
- **19.2.1.1.3.** Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

### 19.2.2. Prerequisites for Progress Payments

- **19.2.2.1.** <u>First Payment Request</u>: The following items, if applicable, must be completed before District will accept and/or process Contractor's first payment request:
  - **19.2.2.1.1.** Installation of the Project sign;
  - 19.2.2.1.2. Installation of field office;
  - 19.2.2.1.3. Installation of temporary facilities and fencing;
  - 19.2.2.1.4. Schedule of Values;
  - **19.2.2.1.5.** Contractor's Construction Schedule;
  - **19.2.2.1.6.** Schedule of unit prices, if applicable;
  - 19.2.2.1.7. Submittal Schedule;
  - **19.2.2.1.8.** Receipt by Architect of all submittals due as of the date of the payment application;
  - 19.2.2.1.9. Copies of necessary permits;

- **19.2.2.1.10.** Copies of authorizations and licenses from governing authorities;
- 19.2.2.1.11. Initial progress report;
- 19.2.2.1.12. Surveyor qualifications;
- **19.2.2.1.13.** Written acceptance of District's survey of rough grading, if applicable;
- **19.2.2.1.14.** List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;
- 19.2.2.1.15. All bonds and insurance endorsements; and
- **19.2.2.1.16.** Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.
- **19.2.2.2.** <u>Second Payment Request</u>: District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.
- 19.2.2.3. No Waiver of Criteria: Any payment made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a material breach of the Contract by Contractor and may subject Contractor to termination.

### 19.3. Progress Payments

- **19.3.1.** District's Approval of Application for Payment
  - **19.3.1.1.** Upon receipt of an Application for Payment, District shall act in accordance with the following:
    - **19.3.1.1.1.** Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.
    - **19.3.1.1.2.** Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without being subject to any applicable statute regarding prompt payment or interest accrual, shall be reduced by the number of days by which the District exceeds this seven-day return requirement.
    - **19.3.1.1.3.** An approved Application for Payment shall be considered payable if funds are available for payment after the deduction of amounts allowed by law and/or pursuant to the section herein entitled "Decisions to Withhold Payment,"
  - **19.3.1.2.** The District's review of the Contractor's Application for Payment will be based

on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

- **19.3.1.2.1.** Observation of the Work for general conformance with the Contract Documents,
- **19.3.1.2.2.** Results of subsequent tests and inspections,
- **19.3.1.2.3.** Minor deviations from the Contract Documents correctable prior to Completion, and
- **19.3.1.2.4.** Specific qualifications expressed by the Architect.
- **19.3.1.3.** District's approval of each Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid Application for Payment.

# **19.3.2.** Payments to Contractor

- 19.3.2.1. Within thirty (30) days after District's receipt of each undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in Contractor's estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.
- **19.3.2.2.** District shall withhold five percent (5%) retention from all Progress Payments.
- **19.3.2.3.** District may withhold ten percent (10%) retention from all Progress Payments pursuant to Public Contract Code section 7201, if the Project is determined to be "substantially complex."
- **19.3.2.4.** The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.
- **19.3.2.5.** In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a).

#### **19.3.3.** No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

### 19.3.4. Warranty of Title

- **19.3.4.1.** If a lien or a claim based on a stop notice or stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice or stop payment notice to be released or discharged immediately therefrom.
- **19.3.4.2.** If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop notice or stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefore, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor pursuant to the Contract.

### 19.4. <u>Decisions to Withhold Payment</u>

# **19.4.1.** Reasons to Withhold Payment

District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- **19.4.1.1.** Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor;
- **19.4.1.2.** Stop notices, stop payment notices or other liens served upon the District as a result of the Contract:
- **19.4.1.3.** Liquidated damages assessed against the Contractor;
- **19.4.1.4.** The cost to complete the Work if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the Completion Date;
- **19.4.1.5.** Damage to the District or other contractor(s);
- **19.4.1.6.** Unsatisfactory performance of the Work by Contractor;
- **19.4.1.7.** Failure to store and properly secure materials;
- **19.4.1.8.** Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;
- **19.4.1.9.** Failure of the Contractor to maintain As-Built Drawings;
- **19.4.1.10.** Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
- **19.4.1.11.** Unauthorized deviations from the Contract Documents;

- **19.4.1.12.** Failure of the Contractor to perform the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;
- **19.4.1.13.** If requested by the District, or the failure to provide to the DIR, certified payroll records acceptable to the District and the DIR for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment;
- **19.4.1.14.** Failure to properly pay prevailing wages as defined in Labor Code sections 1720 et seg. and/or failure to comply with any other Labor Code requirements;
- **19.4.1.15.** Failure to properly maintain or clean up the Site;
- **19.4.1.16.** Failure to timely indemnify, defend or hold harmless the District;
- **19.4.1.17.** Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;
- **19.4.1.18.** Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;
- **19.4.1.19.** Failure to pay any royalty, license or similar fees;
- **19.4.1.20.** Failure of the Contractor to submit on a timely basis all Closeout Documentation in a manner and form that is proper, sufficient, and reasonably acceptable to the District, and to not cause a delay in the Completion or approval of the Project; or
- **19.4.1.21.** Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines imposed therefore against Contractor or District.
- **19.4.1.22.** Payment is delayed due to an audit inquiry by the State, the County Office of Education, the County, or any entity with jurisdiction related to the Project.
- **19.4.1.23.** Contractor is otherwise in breach, default or in substantial violation of any provision of the Contract;

# **19.4.2.** Reallocation of Withheld Amounts

- **19.4.2.1.** District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made pursuant to the Contract and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.
- 19.4.2.2. If Contractor defaults or neglects to perform the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after FORTY-EIGHT (48) hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an

equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

#### **19.4.3.** Payment After Cure

When Contractor cures the grounds for declining approval, payment shall be made for amounts so withheld. No interest shall be paid on any retention or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

### 19.5. <u>Subcontractor Payments</u>

- **19.5.1.** Payments to Subcontractors. No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Subsubcontractors in a similar manner.
- **19.5.2.** <u>No Obligation of District for Subcontractor Payment</u>. District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.
- **19.5.3.** <u>Joint Checks</u>. District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

# 20. COMPLETION OF THE WORK

#### 20.1. Completion

- 20.1.1. The Project may only be accepted by action of the governing board of the District.
- **20.1.2.** District shall accept the Project and may have a Notice of Completion recorded when Project Completion has been achieved in accordance with the Contract Documents and to the satisfaction of District. For purposes of the payment of Retention, Completion is defined in Public Contract Code section 7107. For purposes of the timely filing of Stop Payment Notices, Completion is defined in California Civil Code section 9200, et seq.
- **20.1.3.** There is no "substantial completion" for this Project. Even so, the District, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty-five (35) days after the date of the District's acceptance of the Project, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.
- **20.1.4.** At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

# 20.2. Closeout Procedures

#### **20.2.1.** Punch List

Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

#### **20.2.2.** Closeout Requirements

### **20.2.2.1.** Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

# 20.2.2.2. As-Built Drawings

- **20.2.2.2.1.** In addition to its requirement to provide monthly As-Built Drawings to the District, the Contractor shall provide a final set of As-Built Drawings, sometimes referred to as "Record Drawings," showing all of the Work as actually constructed upon Completion of the Project as indicated in the Specifications.
- **20.2.2.2.** Contractor is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.
- **20.2.2.3.** Upon Completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the final set of As-Built Drawings.
- **20.2.2.3.** Operations & Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.
- **20.2.2.4.** <u>Closeout Documentation:</u> Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:
  - **20.2.2.4.1.** A full set of final As-Built Drawings, as further defined herein.
  - **20.2.2.4.2.** All Operations & Maintenance Manuals and information, as further defined herein.
  - **20.2.2.4.3.** All Warranties, as further defined herein.
  - **20.2.2.4.4.** Verified report(s) for all scope(s) of work (DSA 6-C, Rev 03/22/13, or more recent revision if available).

### 20.3. Final Inspection

**20.3.1.** Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of Contractor's superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract

Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

**20.3.2.** Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

#### **20.3.3.** Final Inspection Requirements

- **20.3.3.1.** Before calling for final inspection, Contractor shall determine that the following have been performed:
  - **20.3.3.1.1.** The Work has been completed.
  - **20.3.3.1.2.** All life safety items are completed and in working order.
  - **20.3.3.1.3.** Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.
  - **20.3.3.1.4.** Electrical circuits scheduled in panels and disconnect switches labeled.
  - **20.3.3.1.5.** Painting and special finishes complete.
  - **20.3.3.1.6.** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
  - **20.3.3.1.7.** Tops and bottoms of doors sealed.
  - **20.3.3.1.8.** Floors waxed and polished as specified.
  - **20.3.3.1.9.** Broken glass replaced and glass cleaned.
  - **20.3.3.1.10.** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
  - **20.3.3.1.11.** Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.
  - **20.3.3.1.12.** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
  - **20.3.3.1.13.** Final cleanup, as provided herein.

# 20.4. Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

### 20.5. Partial Occupancy or Use Prior to Completion

**20.5.1.** <u>District's Rights to Occupancy</u>. The District may occupy or use any completed or partially completed portion of the Work at any stage. Neither the District's Final Acceptance, the making of Final

Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

- **20.5.2.** <u>Inspection Prior to Occupancy or Use</u>. Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- **20.5.3.** <u>No Waiver</u>. Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

### 21. FINAL PAYMENT AND RETENTION

#### 21.1. Final Payment

- **21.1.1.** Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment or similar document indicating Architect's agreement that the Project has reached Completion. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work has not reached Completion to the satisfaction of the District.
- **21.1.2.** Upon acceptance of the Work of the Contractor as having reached Completion to the satisfaction of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District may record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay all the amount(s) due to its Subcontractors.

#### 21.2. Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

- **21.2.1.** A full and final waiver or release of all stop notices and stop payment notices in connection with the Work shall be submitted by Contractor, including a release of stop notice or stop payment notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all stop notice or stop payment notice rights.
- **21.2.2.** A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136 from each subcontractor of any tier and supplier to be paid from the current progress payment.
- **21.2.3.** A duly completed and executed unconditional waiver and release upon final payment compliant with Civil Code section 8138 from each subcontractor of any tier and supplier that was paid from the previous progress payment.
- **21.2.4.** Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and

ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

- **21.2.5.** Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.
- **21.2.6.** Contractor must have completed all requirements set forth under "Closeout Procedures," including, without limitation, submission of an approved set of complete As-Built Drawings.
- **21.2.7.** Architect shall have issued its written approval that final payment can be made.
- **21.2.8.** Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
- **21.2.9.** Contractor shall have completed final clean up as provided herein.

### 21.3. Retention

- **21.3.1.** The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:
  - **21.3.1.1.** After approval of the District by the Architect's Certificate of Payment;
  - **21.3.1.2.** After the satisfaction of the conditions set forth herein;
  - **21.3.1.3.** Within sixty (60) days after Completion;
  - **21.3.1.4.** No earlier than thirty-five (35) days of the recording of the Notice of Completion by District, if a Notice of Completion is recorded by the District.

### 21.4. Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

### 21.5. Claims Asserted After Final Payment

Any lien, stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor pursuant to the indemnification obligations of the Contract Documents. In the event any lien, stop payment notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop payment notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

## 22. UNCOVERING WORK, CORRECTION OF WORK AND RIGHT TO TAKEOVER WORK

# 22.1. Uncovering of Work

If a portion of the Work is covered without Project Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

### 22.2. Rejection of Work

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

### 22.3. Nonconforming Work

- **22.3.1.** Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.
- **22.3.2.** If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

#### 22.4. Correction of Work

- **22.4.1.** Correction of Rejected Work. Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.
- **22.4.2.** One-Year Warranty Corrections. If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

### 22.5. District's Right to Takeover Work

- **22.5.1.** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
- **22.5.2.** If it is found at any time, before or after Completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

- **22.5.2.1.** That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;
- **22.5.2.2.** That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or
- **22.5.2.3.** That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Unilateral Change Order, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.
- **22.5.3. Acceptance of Defective or Non-Conforming Work.** The District may, in its sole and exclusive discretion, elect to accept Work that is defective or that is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

### 23. TERMINATION AND SUSPENSION

### 23.1. <u>District's Right to Terminate Contractor for Cause</u>

- **23.1.1.** <u>Grounds for Termination.</u> The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:
  - **23.1.1.1.** Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or
  - **23.1.1.2.** Contractor fails to complete said Work within the time specified or any extension thereof, or
  - **23.1.1.3.** Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or
  - **23.1.1.4.** Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or
  - **23.1.1.5.** Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
  - **23.1.1.6.** Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or
  - **23.1.1.7.** Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or
  - **23.1.1.8.** Contractor persistently disregards laws, or ordinances, or instructions of District; or
  - **23.1.1.9.** Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

**23.1.1.10.** Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

### **23.1.2.** Notification of Termination

- 23.1.2.1. Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.
- **23.1.2.2.** Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to takeover and perform this Contract only if Surety:
  - **23.1.2.2.1.** Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to takeover and perform this Contract; and
  - **23.1.2.2.** Commences performance of the Contract within seven (7) days from date of serving of its notice to District.
- 23.1.2.3. If Surety fails to notify District or begin performance as indicated herein, District may takeover the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in the Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.
- **23.1.2.4. Conversion to Termination for Convenience.** In the event the Contract is terminated under this "District's Right to Terminate Contractor for Cause" section and it is finally determined by an arbitrator, court, jury or other tribunal having jurisdiction, for any reason, that the Contractor was not in default under the provisions hereof or that the District's exercise of its rights under this section was defective, deficient, ineffective, invalid or improper for any reason, the termination shall be deemed a termination for convenience of the District under the "Termination of Contractor for Convenience" section herein and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with the "Termination of Contractor for Convenience" section herein.

### **23.1.3.** Effect of Termination

**23.1.3.1.** Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor's failure to complete the Contract.

- **23.1.3.2.** In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.
- **23.1.3.3.** In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.
- **23.1.3.4.** If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.
- 23.1.3.5. Assignment and Assumption of Subcontracts. District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.
- **23.1.3.6.** The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

# 23.2. <u>Emergency Termination of Public Contracts Act of 1949</u>

**23.2.1.** The Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

## **23.2.1.1.** Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

## **23.2.1.2.** Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall

pay to the other or any other person, under the facts and circumstances in the case.

**23.2.2.** Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted Schedule of Values, that price shall control. District, in its sole discretion, may adopt the Contract Price as the reasonable value of the Work performed or any portion thereof.

### 23.3. Termination of Contractor for Convenience

- **23.3.1.** District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, Contractor shall have no claims against the District except:
  - **23.3.1.1.** The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and
  - **23.3.1.2.** Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

#### 23.4. Suspension of Work

- **23.4.1.** District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the Parties cannot agree on an adjusted Contract Price, the District may terminate the Contract as permitted herein.
- **23.4.2.** In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any 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 Schedule of Values submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

# 23.5. <u>Scope Reduction</u>

In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

## 24. CLAIMS RESOLUTION

### 24.1. <u>Exclusive Remedy</u>.

- **24.1.1.** Compliance with the claim resolution process and timelines described in this Claims Resolution section as well as the notice provisions of the Contract are express conditions precedent to Contractor's right to commence litigation or arbitration, file a claim under the California Government Code, or commence any other legal action related to the Project ("Claims Resolution Process").
- **24.1.2.** Contractor acknowledges that its failure, for any reason, to provide written notice and all required supporting documentation to permit the District's review and evaluation within the time frame required by this Claims Resolution Process, shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the contract Price on account of any instruction, request, drawings, specifications, action, condition, omission, default or other situation.
- **24.1.3.** To the extent any provision(s) of this Claims Resolution Process conflict with or otherwise impair the timeframes and procedures of Public Contract Code section 9204, the provisions of Section 9204 shall control. If provisions of this Claims Resolution Process are supplementary and/or in addition to the requirements of Section 9204, but do not conflict with or otherwise impair the timeframes and procedures of Section 9204, the provisions of this Claims Resolution Process and the Contract shall control.

# 24.2. <u>Performance during Claim Resolution Process</u>.

The Contractor shall diligently proceed with Work on the Project at the same time that Claims are addressed under the Claims Resolution Process. It is the intent of District to resolve Claims with the Contractor as close to the events giving rise to the Claims as possible, and to avoid stale or late Claims and the late documenting of Claims. Contractor's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of the Contract and a waiver of Contractor's rights under this Contract.

#### 24.3. Waiver.

If Contractor fails to timely submit any written notices required under the terms of the Contract or in this Claims Resolution section, Contractor waives and releases its rights regarding further review of its Claim, unless Contractor and District mutually agree in writing to other time limits.

## 24.4. <u>Intention.</u>

The Claims Resolution Process required herein is intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Claims that are not contemporaneously resolved.

# 24.5. Other Provisions.

If portions of the Contract, other than this Claims Resolution Process, establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Claims Resolution Process shall control the resolution of all Claims.

### 24.6. Claim Presentation

**24.6.1. Claim**: A claim is a written demand by Contractor (or by Contractor on behalf of a Subcontractor) that the Contractor must submit by **registered mail or certified mail return receipt requested** for:

- **24.6.1.1.** An extension to the Contract Time, including relief from damages or penalties assessed by the District for delay;
- **24.6.1.2.** Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or the Contractor is not otherwise entitled; or
- **24.6.1.3.** Payment that is disputed by the District.

("Claim")

- 24.6.2. A PCO may be a Claim, but the Parties agree that a PCO shall only be a Claim if:
  - **24.6.2.1.** The District states in writing that it disagrees with the terms of a PCO and directs the Contractor to utilize the Claim Resolution Process, or
  - **24.6.2.2.** The District rejects in whole or in part a PCO and the Contractor states in writing that it is utilizing the Claim Resolution Process for the portion of the PCO that the District rejected.

#### 24.6.3. Subcontractor Claims.

- **24.6.3.1.** Public Contract Code section 9204(d)(5) states that the Contractor may present to the District a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a claim for Work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the District and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.
- **24.6.3.2.** Contractor is responsible for providing this Claims Resolution Process to its Subcontractors and for ensuring that all Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor are informed of this Claims Resolution Process. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution Process will be considered. Contractor shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution Process to its Subcontractors or others who may assert Claims by and through Subcontractors and/or the Contractor.

### 24.6.4. Contractor Must Timely Identify, Present and Document Any Claim

**24.6.4.1.** Every Claim shall be stated with specificity in writing and signed by Contractor under penalty of perjury and presented to the District within ten (10) calendar days from the date Contractor discovers or reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Contractor to make a Claim. This shall include the Contractor's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the contractor believes there should an adjustment of the Contract Price or Contract Time. Contractor shall provide this writing even if Contractor has not yet been damaged, delayed, or incurred extra cost when Contractor discovers, or reasonably should

discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

- **24.6.4.1.1.** Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;
- **24.6.4.1.2.** Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and
- **24.6.4.1.3.** Identify in detail line-item costs if the Claim seeks money.
- **24.6.4.1.4.** If the Claim involves extra work, a detailed cost breakdown of the amounts the Contractor is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).
- **24.6.4.1.5.** If the Claim involves an error or omission in the Contract Documents:
  - **24.6.4.1.5.1.** An affirmative representation under penalty of perjury by Contractor and any affected Subcontractors and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and
  - **24.6.4.1.5.2.** A detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Contractor, its Subcontractors and suppliers, prior to submitting a proposal for the Work.
- **24.6.4.1.6.** If the Claim involves a request for additional compensation for escalation of materials costs, then this provision exclusively governs those request(s) by Contractor and the following are <u>all</u> conditions precedent to Contractor's submission of a Change Order Request or Claim for additional compensation for escalation of materials costs.
  - **24.6.4.1.6.1.** Contractor shall not be entitled to submit a request for compensation for escalation of materials unless the actual increase in the cost of the materials in question exceeds ten percent (10%) of the **total** material costs on the Project at the time of bid.
  - **24.6.4.1.6.2.** The cost escalation is the result of unusual and unforeseeable market conditions not reasonably foreseeable at the time of award of the Contract and was not an escalated cost resulting from any action or inaction of the Contractor.
  - **24.6.4.1.6.3.** Contractor timely ordered and/or purchased the materials at issue, based on (1) Contractor's constructive knowledge of the supply chain for required materials and (2) Contractor's request to utilize the provisions in the Contract Documents related to the District's payment for materials and equipment purchased and stored on Site or offsite.
  - **24.6.4.1.6.4.** Contractor's material costs were reasonable at the time of Contractor's bid for the Project.

- **24.6.4.1.6.5.** Contractor demonstrates an actual increase in the cost of materials in its Contract Price at the time of award of the Contract and/or as reflected in Contractor's escrowed bid documents compared to Contractor's actual material payment cost paid either at time of purchase or delivery, whichever is earlier.
- **24.6.4.1.6.6.** An actual year-to-date price increase has occurred and can be substantiated by the E.N.R. 20-City Average Material Cost Index for the material at issue that demonstrates the claim for an increase in price of the material at the time of delivery of the higher priced material to the Project.
- **24.6.4.2.** The writing shall be accompanied by all documents substantiating Contractor's position regarding the Claim.
- **24.6.4.3.** A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.
- **24.6.4.4.** Contractor agrees that it shall not base its damages, its calculations or its Claim on a "total cost" approach, a "modified total cost" approach or a "jury verdict method" approach.
- **24.6.5. Certification.** Each copy of the Claim Documentation shall be certified by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents. This certification shall be under penalty of perjury and must include the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection therewith. This certification must include a certification of any portion of the Claim from Subcontractor(s) or others who are asserting Claims by and through Subcontractors and/or the Contractor
- **24.6.6. District's Written Statement/Decision on Claim.** The District shall issue a written statement/decision regarding the Claim to the Contractor within forty-five (45) days of receipt of the written Claim from the Contractor, or three (3) days after the District's first regular governing board meeting after that 45-day period if the District's governing board does not meet within that first 45-day period. If the District fails to timely provide a written statement/decision regarding the Claim, the Claim shall be deemed rejected in its entirety.
- 24.6.7. Contractor Must Demand an Informal Meet and Confer Conference if Contractor Pursues Any Claim
  - 24.6.7.1. FAILURE OF A CONTRACTOR TO TIMELY DEMAND A MEET AND CONFER CONFERENCE IS A WAIVER OF ITS RIGHT TO PURSUE ALL OR A PORTION OF ITS CLAIM.
  - **24.6.7.2. Where There Is No Agreement:** If there is no agreement between Contractor and the District on a Claim, then within ten (10) calendar days of the date of the District's written statement/decision in response to a Claim or PCO, if Contractor pursues that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested,** a meet and confer conference with District staff. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below.

- **24.6.7.3. Where There Is Partial Agreement**: If Contractor and the District partially agree on a Claim but do not reach complete agreement, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, if Contractor pursues those issues from that Claim, then Contractor must demand, by **registered mail or certified mail return receipt requested,** a meet and confer conference with District staff regarding those issues. A meet and confer conference with District staff shall be a condition precedent to Contractor seeking any further relief, including a mediation as indicated below, in connection with the District's rejection.
- **24.6.7.4. Meet and Confer Conference.** District and Contractor shall schedule the meet and confer conference as soon as reasonably possible after Contractor's written demand for a meet and confer conference, but in no case later than thirty (30) days after Contractor's demand.
- **24.6.7.5. District's Written Decision.** Within ten (10) **business** days of the meet and confer conference, the District shall issue a written decision. If the District fails to timely provide a written statement/decision after the meet and confer conference, all Claim issues that were part of the meet and confer conference shall be deemed rejected in their entirety.
  - **24.6.7.5.1.** If the District's decision completely resolves the Claim, then the Parties shall complete a Change Order, if applicable, for the issues and/or amounts agreed to.
  - **24.6.7.5.2.** If the District rejects the Contractor's Claim in whole or in part or does not issue a timely written response, then the parties shall mediate the remaining issues of the Claim.
  - **24.6.7.5.3.** Contractor's costs incurred in seeking relief for Claims are not recoverable from District.

### 24.6.8. Mediation.

- **24.6.8.1.** At the District's sole discretion, this mediation may be a multiple-party mediation with the Architect, the Construction Manager, the Inspector, and/or other District consultants.
- **24.6.8.2.** The District and Contractor shall mutually agree to a mediator within ten (10) **business** days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- **24.6.9.** Contractor's Obligation to File a Government Code Claim. Nothing in this Contract, including this Claims Resolution Process, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with this Claims Resolution Process, the Contractor is required to present claims to the District pursuant to Government Code section 910, et seq. If after the requirements of this Claims Resolution Process are satisfied, and all or a portion of the Claim remains unresolved, and if the Government Code claim is rejected by the District, the Contractor may proceed under the post-mediation provisions of this Claims Resolution Process.

### 24.6.10. Post Mediation Provisions

**24.6.10.1. Claims of \$375,000 or Less:** The provisions of Public Contract Code § 20104.4 shall apply. Pursuant to Public Contract Code § 20104.4(a), within sixty (60) days, but no earlier

than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. Pursuant to Public Contract Code § 9204(d)(2)(D), a mediation conducted pursuant to this Claims Resolution Process shall excuse the obligation under Public Contract Code § 20104.4(a) to mediate after litigation has been commenced unless otherwise agreed to by the parties in writing.

- **24.6.10.2. Litigation of Claims in Excess of \$375,000**. If, after a mediation as indicated above, the Parties have not resolved the Claim, either Party may commence an action in a court of competent jurisdiction to contest that decision within ninety (90) days following the conclusion of that mediation or one (1) year following the accrual of the cause of action, whichever is later. By mutual agreement, the Parties can agree to instead resolve the Claim through arbitration.
- **24.6.11.** The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq.*, made to the District by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to \$11,000 for each false claim. In addition, Contractor may be subject to criminal prosecution under California Penal Code §72 and/or civil liability under False Claims Act. If so, the District may be entitled to recover its costs incurred to investigate any False Claim, including but not limited to attorneys' fees and expert fees incurred in connection with that investigation.

### 24.7. <u>Documentation of Resolution.</u>

If a Claim is resolved, the District shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

### 24.8. Claim Resolution Process – Non-Applicability.

The procedures and provisions in this Claims Resolution section shall **not** apply to:

- **24.8.1.** District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;
- **24.8.2.** District's rights and obligations as a public entity, such as, but without limitation, the revocation of prequalified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Public Contract Code section 7107, shall be subject to the mandatory dispute resolution provisions of this Claims Resolution section and the Contract;
- **24.8.3.** Personal injury, wrongful death or property damage claims;
- **24.8.4.** Latent defect or breach of warranty or guarantee to repair;
- **24.8.5.** Stop notices or stop payment notices; or
- **24.8.6.** Any other District rights as set forth herein.
- **24.9.** The District's failure to respond to a Claim from the Contractor within the time periods described herein or to otherwise meet the time requirements of Public Contract Code section 9204 shall

automatically result in the Claim being deemed rejected in its entirety, with no admission by the District as to the merits of the Claim.

**24.10.** If District fails to timely issue payment for any Claim or portion of a Claim as required pursuant to these Claim Resolution Procedures, the Contractor is permitted to assess interest indicated in Public Contract Code section 9204. Notwithstanding this provision, and in accordance with Public Contract Code section 7107, the District is entitled to withhold up to 150% of disputed amounts and the District shall not be liable for payment of interest on such disputed amounts pending final adjudication of such disputes.

### 25. LABOR, WAGE & HOUR, APPRENTICE AND RELATED PROVISIONS

# 25.1. <u>Contractor & Subcontractor Regist</u>ration

**25.1.1.** Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

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

- **25.1.2.** Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor's Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.
- **25.1.3.** The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

## 25.2. <u>Wage Rates, Travel and Subsistence</u>

- **25.2.1.** Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request and are available to any interested party on request or at **www.dir.ca.gov/oprl/statistics\_and\_databases.html**.. Contractor shall obtain and post a copy of these wage rates at the job site.
- **25.2.2.** Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively

bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

- **25.2.3.** Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.
- **25.2.4.** If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Invitation to Bid or the Contract subsequently awarded.
- **25.2.5.** Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it.
  - **25.2.5.1.** The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.
  - **25.2.5.2.** The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.
  - **25.2.5.3.** The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.
  - **25.2.5.4.** The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.
- **25.2.6.** Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.
- **25.2.7.** Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.
- **25.2.8.** Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

## 25.3. Hours of Work

- **25.3.1.** As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- **25.3.2.** Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.
- **25.3.3.** Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.
- **25.3.4.** Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

# 25.4. Payroll Records

- **25.4.1.** Contractor and all Subcontractors must comply with the compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records ("CPR(s)") to the Labor Commissioner of California and complying with any applicable enforcement by DIR. Labor Code section 1771.4 requires Contractor and Subcontractors to provide electronic copies of CPRs to the Labor Commissioner of California at least once every thirty (30) days, and within thirty (30) days of Project Completion. The failure to timely provide the CPRs could result in penalties as determined by Labor Code section 1771.4, applicable laws, and regulations
- **25.4.2.** If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work to provide the District and an accurate CPR(s), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.
- **25.4.3.** In addition to any other requirements pursuant to Labor Code sections 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District shall not make any payment to Contractor until:
  - **25.4.3.1.** Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and
  - **25.4.3.2.** The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely manner will directly delay the District's review and/or audit of the CPRs

and Contractor's payment.

- **25.4.4.** All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:
  - **25.4.4.1.** A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
  - **25.4.4.2.** CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.
  - **25.4.4.3.** CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.
- **25.4.5.** The form of certification for the CPRs shall be as follows:

l,	(Name-Print), the undersigned, am the
(Posi	ion in business) with the authority to act for and on behalf of
. ,	e of business and/or Contractor), certify under penalty of perjury that the of submitted and consisting of
(Description, number o which depict the payro form to the individual o	pages) are the originals or true, full, and correct copies of the originals record(s) of actual disbursements by way of cash, check, or whatever individual named, and (b) we have complied with the requirements of d 1815 of the Labor Code for any work performed by our employees on
Date:(Section 16401 of I	Signature: tte 8 of the California Code of Regulations)

- **25.4.6.** Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.
- **25.4.7.** Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.
- **25.4.8.** Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) Business Days, provide a notice of change of location and address.
- **25.4.9.** In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld

from progress payments then due.

**25.4.10.** It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

# 25.5. Apprentices

- **25.5.1.** Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.
- **25.5.2.** Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.
- **25.5.3.** Every apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only at the work of the craft or trade to which the apprentice is registered.
- **25.5.4.** Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.
- **25.5.5.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.
- **25.5.6.** Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.
- **25.5.7.** If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
  - **25.5.7.1.** Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;
  - **25.5.7.2.** Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.
- **25.5.8.** Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.
- **25.5.9.** Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

**25.5.10.** Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code sections 108, et seq.

### 25.6. Non-Discrimination

**25.6.1.** Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

**25.6.2.** Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

# 25.7. <u>Labor First Aid</u>

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation section 330 et seq. of Title 8 of the California Code of Regulations.

#### **26. MISCELLANEOUS**

# 26.1. <u>Assignment of Antitrust Actions</u>

# **26.1.1.** Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

#### **26.1.2.** Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

### **26.1.3.** Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the

public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

#### 26.1.4. Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

**26.1.5.** Under this Article, "public purchasing body" is District and "bidder" is Contractor.

### 26.2. Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

#### 26.3. Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

# 26.4. Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

## 26.5. <u>Compliance with Government Reporting Requirements</u>

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

**END OF DOCUMENT** 

#### **DOCUMENT 00 71 00**

#### **SPECIAL CONDITIONS**

### 1. Project Description

The information provided here is a summary only. All bidders must thoroughly review the Plans and Specifications and the other Contract Documents for a full understanding of the scope of the Work of the Project.

#### a. **Scope**.

- (1) Baseball field irrigation repair and hydro seeding and relocating existing baseball scoreboard.
- b. **Preliminary (Tentative) Schedule**. These dates are subject to change, at the District's discretion.
  - (1) The District anticipates awarding the Project, if it awards it at all, at its Board meeting in May 9, 2023
  - (2) The District anticipates issuing a Notice to Proceed to the successful Contractor on June 12, 2023.
  - (3) Based on this, the District expects Project Completion on December 31, 2023.

# 2. Mitigation Measures

Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.) The District's Mitigation Monitoring Plan is not a Contract Document, but is referenced and available as indicated in the Existing Information and Documentation Regarding Project Site (Document 00 31 19).

## 3. Site Specific Conditions

- a. Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Contractor commences Work. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by Contractor, unless, at the discretion of District, other arrangements are made in advance.
- b. <u>Master Key</u>. Upon request, District may, at its own discretion, provide a master key to the school site for the convenience of Contractor. Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.
- c. <u>Maintaining Services</u>. Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.
- d. <u>Maintaining Utilities</u>. Contractor shall maintain in operation during term of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.
- e. Work During Instructional Time. By submitting its bid, Contractor affirms that Work may be performed

during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.

- f. **No Work During Student Testing.** Contractor shall, at no additional cost to District and at District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State-required tests.
- g. <u>Badge and Vest Policy for Contractors.</u> Contractor shall provide their workers and all of Subcontractors' workers, and delivery personnel or others entering the Site, with identification badges and a brightly colored construction vest. These badges and vests shall be worn by all persons who are working on the Project Site.
  - (1) Badges must be filled out in full and contain the following information:
    - a) Name of Contractor
    - b) Name of Employee
    - c) Contractor's address and phone number
  - (2) Badges must be worn by all these persons when on Site and must be visible at all times.

    Contractors must inform these persons that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request to, without limitation, confirm a person's identity and a person's right to be on Site, and in any particular area on the Site, at any time.
  - (3) Failure to display an identification badge and/or to wear a vest as required by this policy may result in the assessment of fines against the Contractor.

### 4. Fingerprinting

The Contractor must comply with the Criminal Background Investigation / Fingerprinting Certification (Doc. 00 45 85) by utilizing only the following method indicated (checked) and not any other method.

All Workers Fingerprinted. The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Contractor shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

Physical Barrier. Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact

Continual Supervision by Fingerprinted Employee. Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is:

between Contractor's employees and District pupils at all times; and/or

	Name:	Title:
		ccupied Site. The Work on the Contract is at an unoccupied school site and no employee ntractor or supplier of any tier of Contract shall come in contact with the District pupils.
5.	Substitutions for S	pecified Items
	•	itutions after award of the Contract shall be submitted within THIRTY-FIVE (35) days of the of Award. This time period may be extended by the District only, in its sole discretion.
6.	Weather Days	
	•	erse Weather conditions will only be permitted in compliance with the provisions in the s and only if the number of days of Adverse Weather exceeds the following parameters:
		SOUTHERN CALIFORNIA: 16 Days
7.	Insurance Policy L	imits. Contractor's insurance shall be with insurance companies with an A.M. Best rating of

 Insurance Policy Limits. Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A-VII. The limits of insurance shall not be less than:

Commercial General Liability	Includes: Bodily Injury, Property Damage, Personal & Advertising Injury, Product Liability and Completed Operations	\$2,000,000 each occurrence; \$4,000,000 general aggregate
Automobile Liability – <u>Any</u> Auto	Combined Single Limit	\$1,000,000 per occurrence
Excess Liability (Umbrella)		\$1,000,000 per occurrence; \$6,000,000 aggregate
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		\$2,000,000 each incident, each disease; \$2,000,000 policy limit
Sexual Abuse / Molestation		\$1,000,000 each incident; \$2,000,000 policy limit
Builder's Risk (Course of		Issued for the value and scope
Construction)		of Work indicated herein.
Property of Others	Combined Single Limit General Aggregate	Issued for the value and scope of Work stored off-site.

- a. <u>Contractor's Pollution Liability Coverage</u>: The Contractor will procure and maintain contractor's pollution liability insurance, providing limits of \$1,000,000 per occurrence and \$5,000,000 the aggregate, on an occurrence form. The policy shall cover all activities and operations during construction at the Project Site. The policy must cover mold during the period of construction and throughout the statute of repose.
- 8. Permits, Certificates, Licenses, Fees, Approval

### a. Approvals, Certificates, Fees, Inspections, Licenses, Permits, Etc.

- (1) <u>Permits in Bid Price</u>. Contractor shall include in its Bid the cost of any approvals, certificates, fees, excavations, licenses, permits or similar requirements necessary for the performance of the Work ("Permits").
  - a) "Permits" includes, without limitation, any of the following if required: temporary or permanent building, mechanical, electrical or plumbing permits; certificates of occupancy; curb-breaking permits, highway entrance permits; water permits; etc.
  - b) "Permits" does not include Project Inspector fees (which will be paid by the District unless otherwise indicated herein), professional licensing, or contractors' licensing.
  - c) The Contractor shall be required to obtain all Permits. The Contractor shall ensure sufficient time in its Construction Schedule to secure and obtain all permits and shall not be permitted to claim a delay in the Project due to a delay in obtaining a Permit.

#### b. Storm Water Permits

- (1) Contractor shall perform the Work of the Project related to being District's Qualified SWPPP (Storm Water Pollution Prevention Plan) Practitioner ("QSP").
- (2) As District's QSP, Contractor shall be responsible for storm water and non-storm water visual observations, sampling, and analysis per the District's SWPPP.
- (3) Contractor shall strictly follow the requirements to implement all the provisions of the SWPPP including, without limitation, preparation of monitoring and recording reports and providing those to District.
- (4) Contractor's indemnity obligations are applicable to any damages, penalties, fees, charges, or related expenses assessed or charged to the District by any water boards or agencies with jurisdiction related to compliance with the Storm Water Permits.

## 9. Project Inspection

In addition to the requirements in the Contract Documents related to cooperation with and authority of the DSA Project Inspector(s) for the Project, Contractor must comply with the requirements of the most recent versions of DSA document PR 13-01. Below are provisions of this document from PR 13-01 (rev 08/21/17).

- (1) The contractor shall carefully study the DSA-approved documents and shall plan a schedule of operations well ahead of time.
- (2) If at any time it is discovered that work is being done which is not in accordance with the DSA-approved construction documents, the contractor shall correct the work immediately.
- (3) Verify that DSA 152 and, when applicable, DSA 152-IPI forms were issued for the project prior to the commencement of construction.
- (4) Meet with the design team, the Laboratory of Record and the project inspector to mutually communicate and understand the structural/material and fire/life safety testing and inspection program, and the methods of communication appropriate for the project.

- (5) Notify the project inspector and, when applicable, in-plant inspector, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed-upon written documents, to the project inspector.
- (6) Notify the project inspector and, when applicable, the in-plant inspector, of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed-upon written documents) to the project inspector.
- (7) Consider the relationship of the signed-off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the project inspector has signed off applicable blocks and sections of the form DSA 152, the contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities that cover up the unapproved work will be subject to a "Stop Work Order" from DSA or the school district (see IR A-13 for additional information), and are subject to removal and remediation if found to be in noncompliance with the DSA-approved construction documents.
- (8) Submit the final verified report. All prime contractors are required to submit final Contractor Verified Reports (form DSA 6-C).
- 10. **Health & Safety.** This provision includes additional requirements related to the Contractor's responsibility related to the health of its workers and to the procedures it must follow related to COVID-19, and is in addition to the requirements already indicated in the Contract Documents including, without limitation, in the Agreement and the General Conditions.

**END OF DOCUMENT** 

SPECIFICATIONS MANUAL

Wa

Warren High School Baseball Field Rehabilitation

Presented to:

Downey Unified School District 11627 Brookshire Avenue Downey, CA 90241

January 13, 2023



## **SPECIFICATIONS**

For

## BASEBALL FIELD REHABILITATION

Αt

WARREN HIGH SCHOOL 8141 DE PALMA STREET DOWNEY, CALIFORNIA 90241

Prepared by

RACHLIN PARTNERS 8640 NATIONAL BOULEVARD CULVER CITY, CALIFORNIA 90232

For

DOWNEY UNIFIED SCHOOL DISTRICT 11627 BROOKSHIRE AVENUE DOWNEY, CALIFORNIA 90241

JANUARY 2023

## **ARCHITECT**

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RICHARD INGRASSIA ARCHITECT C-26229

# TABLE OF CONTENTS

DIVISION 0 – INTRODUCTORY REQUIREMENTS						
00001	Title / Stamp Page	02				
00010	Table of Contents					
DIVISION 1 -	- GENERAL REQUIREMENTS					
01010	Summary of the Work	02				
01025	Allowances					
01040	Coordination	02				
01045	Cutting and Patching	04				
01050	Schedule of Values					
01080	Application for Payment					
01125	Alternate Project Procedures	03				
01130	Field Engineering					
01150	Resource Conservation					
01160	Storm Water Pollution Control	04				
01200	Project Meetings	04				
01300	Submittals					
01310	Construction Schedule	07				
01420	Testing and Inspection	02				
01421	Reference Standards and Definitions	03				
01500	Construction Facilities and Temporary Controls	8				
01600	Materials and Equipment	04				
01640	Substitutions	02				
01700	Contract Closeout	03				
01712	Field Engineering	04				
01740	Warranties					
DIVISIONS 2 - 30						
Not Used						
DIVISION 31 - EARTHWORK						
31 1000	Site Clearing	06				
31 2200	Grading					
31 2326	Base Course					
0. 2020						
DIVISION 32 – EXTERIOR IMPROVEMENTS						
32 1827	Natural Warning Track Surfacing	03				
32 8413	Irrigation System					
32 9000	Planting					

END OF TABLE OF CONTENTS

### SUMMARY OF THE WORK

#### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

A. The furnishing of all labor, materials, equipment, services and incidentals necessary for Work of the Baseball Field Rehabilitation Project, at Warren High School located at 8141 De Palma Street, Downey, CA 90241.

#### 1.02 RELATED SECTIONS

A. Section 01100: Coordination

B. Section 01360: Construction Schedule

C. Section 01500: Construction Facilities and Temporary Controls

#### PART 2 - PRODUCTS (Not applicable)

#### PART 3 - EXECUTION

#### 3.01 USE OF PREMISES

- A. CONTRACTOR shall coordinate the Work of all trades, with OWNER and/or Separate Work Contract. CONTRACTOR shall sequence, coordinate and perform the Work to impose minimum hardship on the operation and use of the facilities and/or Project site. CONTRACTOR shall install all necessary protection for existing improvements, Project site, property, and new Work against dust, dirt, weather, damage, vandalism, and maintain and relocate all protection to accommodate progression of the Work.
- B. CONTRACTOR shall confine entrance and exiting to the Project site and/or facilities to routes designated by OWNER.
- C. Within existing facilities OWNER will remove portable equipment, furniture, and supplies from Work areas prior to start of Work. CONTRACTOR shall cover and protect remaining items in areas of the Work.
- D. CONTRACTOR is advised school may be in session during performance of the Work. CONTRACTOR shall utilize all available means to prevent generation of unnecessary noise and keep noise levels to a minimum. When directed by OWNER, CONTRACTOR shall immediately discontinue noise-generating activities and/or use alternative methods to minimize noise generation. CONTRACTOR shall install and maintain air compressors, tractors, cranes, hoists, vehicles, and other internal combustion engine equipment with mufflers, including unloading cycle of compressors. CONTRACTOR shall discontinue use of equipment producing objectionable noise as determined by OWNER.
  - E. CONTRACTOR shall furnish, install and maintain adequate supports, shoring, and bracing to preserve structural integrity and prevent collapse of existing Work modified and or altered as a part of the Work.
  - F. CONTRACTOR shall secure building entrances and exits and Work areas with locking devices in accordance with OWNER instructions.

- G. CONTRACTOR assumes custody and control of OWNER property, both fixed and portable, remaining in existing facilities vacated for use during the Work.
- H. CONTRACTOR shall cover and protect surfaces of rooms and spaces in existing facilities turned over for the Work, including OWNER property remaining within as required to prevent soiling or damage from dust, dirt, water, and or fumes. CONTRACTOR shall protect areas adjacent to the Work in a similar manner. Prior to OWNER occupancy CONTRACTOR shall clean all surfaces including OWNER property.
- I. CONTRACTOR shall not use or allow anyone other than OWNER employees to use facility telephones except in an emergency. CONTRACTOR shall reimburse OWNER for telephone toll charges originating from the facility except those arising from emergencies or use by OWNER employees.
- J. CONTRACTOR shall protect all surfaces, coverings, materials and finished Work from damage. Equip mobile equipment with pneumatic tires.
- K. CONTRACTOR is advised OWNER will award Separate Work Contracts at this Project site.

### COORDINATION

#### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements necessary for coordinating Work operations including, but not necessarily limited to, the following:
  - 1. General coordination procedures.
  - 2. Coordination drawings.

### 1.2 RELATED SECTIONS

A. Section 01300: Submittals

B. Section 01310: Construction Schedule
C. Section 01420: Testing and Inspection
D. Section 01700: Contract Closeout

## PART 2- PRODUCTS (Not applicable)

#### PART 3- EXECUTION

## 3.01 COORDINATION

- A. CONTRACTOR shall coordinate operations included in various sections of the Contract Documents to assure efficient and orderly installation of each part of the Work. Coordinate Work operations included under related sections of the Contract Documents that depend on each other for proper installation, connection, and operation of the Work including but limited to:
  - Schedule construction operations in the sequence required where installation of one part
    of the Work depends on installation of other components, before or after its own
    installation.
  - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  - 3. Make provisions to accommodate items scheduled for later installation.
  - 4. Prepare and administer provisions for coordination drawings.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required in notices, reports, attendance at meetings and:
  - 1. Prepare similar memoranda for OWNER and Separate Work Contract where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of schedules.

- 2. Installation, relocation and removal of temporary facilities.
- 3. Delivery and processing of submittals.
- 4. Progress meetings.
- 5. Project closeout activities.
- D. Conservation: Coordinate Work operations to assure operations are carried out with consideration given to conservation of energy, water, materials and:
  - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into the Work.

### 3.02 SUBMITTALS

- A. Coordination Drawings: CONTRACTOR shall prepare coordination drawings for coordination of installation of products and materials fabricated by separate entities. Prepare coordination drawings for those areas where limited space availability necessitates maximum utilization of space for efficient installation of different components.
- B. Prepare coordination drawings in the following manner:
  - 1. Mechanical, electrical and plumbing Subcontractors are to first submit their respective shop drawings for review in order to make any necessary changes prior to going through the coordination process.
  - 2. The routing process will begin with the HVAC Subcontractor who will provide a black line mylar denoting all of the approved ductwork. HVAC Subcontractor is to locate on mylar all piping in orange pencil lines. In areas without HVAC Work, plumbing Subcontractor will provide the mylar with blue pencil line. Forward drawings to plumbing Subcontractor.
  - 3. Plumbing Subcontractor is to locate the plumbing lines on mylar in blue pencil lines. Fire sprinkler Subcontractor is to locate all piping on mylar in red pencil lines and forward drawing to electrical Subcontractor.
  - 4. Electrical Subcontractor to indicate service and feeder conduit runs in green pencil lines and forward to CONTRACTOR.
  - CONTRACTOR will perform the last coordination review. As each coordination drawing is completed, CONTRACTOR will meet with ARCHITECT and OWNER to review and resolve all conflicts on the coordination drawings.
  - All coordination meetings will be held in the Project field office of CONTRACTOR. CONTRACTOR is required to distribute shop drawings, cut sheets and submittals to Subcontractors where appropriate. Reviewed coordination drawings will be maintained in the Project field office of CONTRACTOR.

### **CUTTING AND PATCHING**

#### PART 1 - GENERAL

### 1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for cutting and patching required to:
  - 1. Make parts fit properly.
  - 2. Uncover work to provide for installation of ill-timed Work.
  - 3. Remove and replace Work not conforming to requirements of Contract Documents.
  - 4. Remove and replace defective work.
  - 5. Remove samples of installed Work as specified for testing.
  - 6. Remove existing materials (demolition) required prior to installation of specified Work.
  - 7. Uncover Work to provide for Architect's observation of covered Work.
- B. Do not endanger structural integrity of any Work by cutting or altering any part of it.
- C. The Contractors with structural responsibility within the scope of Work shall solely execute structural cutting and patching required for this Project, according to DSA Approved Drawings.
- D. Minor cutting and patching of finishes and/or trim will be performed by the Contractor where required for the execution of his Work. Locations of all cutting and patching (core boring, etc.) shall be reviewed and approved by the Architect prior to the start of the Work.
- E. The Contractor shall make the field measurements necessary for his Work and be responsible for its accuracy. Also, should any structural difficulties prevent a Contractor from installing the material properly, the Owner's Representative and Architect shall be notified in writing within 24 hours.

### 1.02 RELATED SECTIONS

A. Section 01040: Coordination
B. Section 01200: Project Meetings
C. Section 01300: Submittals

D. Section 01310: Construction ScheduleE. Section 01420: Testing and Inspection

F. Section 01500: Construction Facilities and Temporary Controls

G. Section 01740: Warranties H. Section 02221: Demolition

# PART 2 - PRODUCTS

#### 2.01 MATERIALS

A. Primary Products: Materials for replacement of Work removed are to comply with Technical Specifications and are required to match original installation.

### PART 3- EXECUTION

## 3.01 SUBMITTALS

A. The word "cutting" as used in the Contract Documents includes but is not limited to cutting, drilling, chopping, and other similar operations and the word "patching" includes but is not

- limited to patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, an other similar operations.
- B. Cutting and Patching Proposal: CONTRACTOR shall submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Contract Documents requires approval of these procedures before proceeding. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Denote how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform this Work.
  - 4. Indicate dates when cutting and patching will be performed.
  - Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - Review by ARCHITECT and or DSA prior to proceeding with cutting and patching does not waive ARCHITECT right to later require complete removal and replacement of defective Work.
- C. Prior to cutting which affects structural safety of Project, submit written notice to Architect requesting consent to proceed with cutting. See items "C" and "E", Section 1. 01.
- D. Should conditions of the Work or schedule require change of materials or methods, submit written recommendation to Architect, within 48 hours, including:
  - 1. Conditions requiring change.
  - 2. Recommendations for alternative materials or methods.
  - 3. Submittals as required for substitutions.
  - 4. Quotations of charges or credits.
- E. Submit 48-hour advance written notice to Architect (with a copy to the Owner's representative) designating the time Work will be uncovered.

## 3.02 QUALITY ASSURANCE

- A. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
  - 1. Obtain review of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment
    - b. Fire protection systems
    - c. Control systems
    - d. Communication systems
    - e. Electrical wiring systems
- B. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the opinion of ARCHITECT, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual

evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.

#### 3.03 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

### 3.04 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  - Before proceeding, meet at the Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Beginning of cutting or patching operations means acceptance of existing conditions.

#### 3.05 PREPARATION

- A. Temporary support: Provide means of shoring, bracing and temporary supports as required to maintain structural integrity of the Work.
- B. Protection: Protect existing improvements and Work during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of existing improvements or Work that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Maintain excavations free of water.

#### 3.06 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay. Carefully remove existing Work to be salvaged and or reinstalled. Protect and store for reuse into the Work. Verify compatibility and suitability of existing substrates before starting the Work.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining Work. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
  - In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. Execute cutting, fitting and adjustment of products to permit finished installation to comply with specified tolerances and finishes.
  - 2. Perform cutting and demolition by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs and new Work.
  - 3. Uncover Work to install improperly sequenced Work. Remove and replace defective, rejected or non-conforming Work.

- 4. Remove samples of installed Work for testing when requested.
- 5. Provide openings in the Work for penetration of Mechanical, Plumbing and Electrical Work.
- 6. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill.
- 7. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating, backfill and re-compaction.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation. Verify conditions of existing substrates prior to executing new Work.
  - 2. Restore exposed finishes of patched areas and extend finish restoration into retaining adjoining construction in a manner that will eliminate all evidence of patching and refinishing.
  - 3. Execute patching by methods to avoid damage to adjacent Work, and which will provide appropriate surfaces to receive the work.
  - 4. Employ only experienced installers to perform patching for weather exposed, moisture resistant and sight-exposed surfaces.
  - 5. Restore Work with new products in accordance with requirements of the Contract Documents.
  - 6. Fit Work to pipes, sleeves, ducts, conduits and other penetrations through affected surfaces neatly and leave in finished condition.
  - 7. All patched surfaces are to match adjacent finishes in all respects: Type, texture, thickness and color. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit or area.
  - 8. Concrete: Maintain the cut edges in a moist condition for twenty four (24) hours prior to the placement of new concrete. In lieu of this an epoxy adhesive may be provided. Finish placed concrete to match existing unless noted otherwise. Concrete shall have a compressive strength 3,000 psi where used to repair and or match existing Work, unless noted otherwise.
  - 9. Painting: Prepare areas to be patched, patch and paint as specified under related sections of the Contract Documents.

#### 3.07 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

### SCHEDULE OF VALUES

#### PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Procedure for submission of the certified Schedule of Values for review and approval by OWNER.

### 1.02 RELATED SECTIONS

A. Section 01080: Application for Payment

B. Section 01300: Submittals

C. Section 01310: Construction Schedule

### PART 2 - PRODUCTS (Not applicable)

#### PART 3 - EXECUTION

### 3.01 PREPARATION

- A. Upon receipt of the Notice of Intent to Award, CONTRACTOR shall commence preparation of the certified Schedule of Values.
- B. CONTRACTOR shall coordinate the preparation of the certified Schedule of Values with preparation of the Construction Schedule as set forth in Section 01360.
- C. CONTRACTOR shall use the table of contents as a Project specific guide to establish the format for the certified Schedule of Values. Provide at least one (1) line item for each Division and/or Specification Section item. Provide separate line items for labor and material where required.
- D. Include the following Project identification on the certified Schedule of Values:
  - 1. Project name and location
  - 2. Project Number
  - 3. ARCHITECT name
  - 4. CONTRACTOR name
  - Date of Submittal
- E. Round amounts to the nearest whole dollar; the total shall equal the Contract Amount.
- F. The approved certified Schedule of Values shall serve as the basis for the monthly certified Application for Payment.

### 3.02 SUBMITTAL

- A. Within five (5) days after the Effective Date of the Contract, CONTRACTOR shall submit five (5) certified copies of the Schedule of Values for review and approval of OWNER.
- B. OWNER will review and if necessary, return the submitted certified Schedule of Values with summary comments noting items not in compliance with the requirements of this Section. CONTRACTOR shall revise the certified Schedule of Values and submit five (5) certified copies within three (3) days of receipt of summary comments.
- C. Signature by OWNER shall constitute acceptance of the certified Schedule of Values.
- D. A copy of the approved certified Schedule of Values will be transmitted to CONTRACTOR, IOR and ARCHITECT.
- E. Secure OWNER approval of the certified Schedule of Values prior to submittal of the first certified Application for Payment.

#### APPLICATION FOR PAYMENT

## PART 1 - GENERAL

### 1.01 SECTION INCLUDES:

- A. This Section specifies administrative and procedural requirements relative to a certified Application for Payment.
  - 1. Coordinate the certified Schedule of Values and certified Application for Payment with, but not limited to, the Construction Schedule, submittal log, and list of Subcontractors.

#### 1.02 RELATED SECTIONS:

- 1. Section 01050: Schedule of Values
- 2. Section 01310: Construction Schedule
- 3. Section 01700: Contract Closeout

## PART 2 - PRODUCTS (Not applicable)

#### PART 3 - EXECUTION

#### 3.01 APPLICATION FOR PAYMENT

- A. Each certified Application for Payment shall be consistent with previous applications and payments as reviewed by ARCHITECT, paid for by OWNER, and:
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment Application Times: The period of Work covered by each Application for Payment is and the payment date for each progress payment is as specified in the General Conditions. The period covered by each Application for Payment is the previous month.
- C. Payment Application Forms: Use OWNER provided forms for the Application for Payment, or AIA forms G702 & G703.
- D. Application Preparation: Complete every entry on the form. Include notarization and execution by a person authorized to sign legal documents on behalf of CONTRACTOR. ARCHITECT will return incomplete applications without action.
- E. Transmittal: Submit a minimum of three (3) signed and original copies of each certified Application for Payment to the ARCHITECT. All copies shall be complete, including releases and similar attachments.
  - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to ARCHITECT.
- F. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal for the first certified Application for Payment include, but are not limited to, the following:
  - Certified Schedule of Values
  - 2. Performance and payment bonds. List of principal suppliers and fabricators.
  - 3. Worker Compensation certificates, if applicable.
  - 4. Auto Insurance, if applicable.
  - 5. Hazardous Material Insurance Certificates, if applicable.

- 6. Construction Schedule
- 7. Submittal Schedule
- 8. Emergency Contact List
- Copies of authorizations and licenses from governing authorities for performance of the Work
- G. Application for Payment at Substantial Completion: Following ARCHITECT issuance of the certificate of Substantial Completion, submit an Application for Payment:
  - 1. Administrative actions, submittals and/or Work that shall precede or coincide with this application include:
    - Occupancy permits and similar approvals by authorities having legal jurisdiction over the Work.
    - b. Removal of temporary facilities and services.
    - c. Testing, adjusting and balance records.
    - d. Removal of surplus materials, rubbish, and similar elements.
    - e. Meter readings.
    - f. Start-up performance reports.
    - g. Owner training and orientations.
    - h. Change over information related to OWNER occupancy, use, operation and maintenance.
    - i. Final cleaning.
    - j. Ensure that incomplete Work is not accepted and will be completed without undue delay.
    - k. Advice on shifting insurance coverage.
    - I. List of incomplete Work, recognized as exceptions to ARCHITECT certificate of Substantial Completion.
    - m. Change of door locks to OWNER system.
- H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include, but are not limited to, the following:
  - 1. Completion of Contract Closeout requirements.
  - 2. Project record documents.
  - 3. Completion of final punch list items.
  - 4. Delivery of extra materials, products and or stock.
  - 5. Identification of unsettled claims.
  - 6. Proof that taxes, fees, and similar obligations are paid.
  - 7. Operating and maintenance instruction manuals.
  - 8. Consent of surety to final payment.
  - 9. Waivers and releases.
  - 10. Warranties, guarantees and maintenance agreements.
  - 11. Verified Reports.

#### ALTERATION PROJECT PROCEDURES

#### PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Products and installation for patching and extending Work.
- B. Transition adjustments.
- C. Repair of damaged surfaces, finishes, and cleaning.
- D. Salvage materials.

### 1.02 RELATED SECTIONS

A. Section 01045 - Cutting and Patching

## 1.03 ALTERATIONS, CUTTING AND PROTECTION

- A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.
- B. Perform cutting removal work to remove minimum necessary, and in manner to avoid damage to adjacent work.
  - 1. Cut finish surfaces such as concrete, masonry, drywall, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division, or where indicated.
- C. Protect existing finishes, equipment, and adjacent work, which is scheduled to remain, from damage.
  - 1. Protect existing and new work from extremes of temperature.
    - a. Maintain existing interior work above 60 degrees F
    - b. Provide heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- D. Provide temporary enclosures to separate work areas from existing building and from areas occupied by Owner.

### PART 2 - PRODUCTS

#### 2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials. As specified in product Sections; match new materials to Work.
  - 1. Provide same products or types of construction as that in existing structure, as needed to patch extend or match existing work.

- 2. Presence of a product, finish, or type of construction, requires that patching, extending or matching shall be performed consistent to, or better than, existing standards of quality.
- B. Type and Quality of Existing Products: Determine by Inspection and testing existing products where necessary, referring to existing Work as a standard.

#### PART 3 - EXECUTION

## 3.01 EXAMINATION

- A. Verify that demolition is complete, and areas are ready for installation new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

### 3.02 DEMOLITION AND PREPARATION

- A. Cut, move, or remove items as necessary for access to alterations and/or renovation Work. Replace and restore at completion. The full extent of cutting and patching is not shown nor specified. The Contractor shall perform all cutting and patching as required.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work
- Remove debris and abandoned items from area and from concealed spaces.
- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

### 3.03 INSTALLATION

- A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than Specified for new work.
- B. Remove, cut and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to specified condition.
- C. Install Products as specified in Individual Sections.

#### 3.04 TRANSITIONS

- A. Where new Work abuts or aligns with existing, perform a smooth and even transition.
- B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.

C. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Architect.

#### 3.05 ADJUSTMENTS

- A. Where change of plane of ¼ inch or more occurs, submit recommendation for providing a smooth transition.
- B. Where extreme change of plane of two inches or more occurs, request Instructions from Architect as to method of making transition.
- C. Fit work at penetrations of surfaces as shown on drawings.

### 3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections.
- B. Repair substrate prior to patching finish.

### 3.07 FINISH

- A. Finish surfaces as specified in Individual Product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest Intersections.

### 3.08 CLEANING

A. Clean adjacent Owner occupied areas of work soiled by work of this contract (See General Conditions Section 00700, Article 19.)

### FIELD ENGINEERING

### PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. Contractor to provide and pay for field engineering services required for execution of the Work, including, but not limited to:
  - 1. Civil, structural or other professional engineering services specified, or required to execute Contractor's construction methods.
- B. Provide field staking of site improvements included in the Bid Package.
- C. Locate and be aware of all existing on-site utility lines and improvements.

### 1.02 RELATED SECTIONS

- A. Section 01010: Summary of the Work
- B. Section 01040: Coordination
- C. Section 01300: Submittals
- D. Section 01310: Construction Schedule
- E. Section 01700: Contract Closeout

### PART 2 - PRODUCTS (Not applicable)

# PART 3 - EXECUTION

## 3.01 SUBMITTALS

A. CONTRACTOR shall submit the name and address of the State of California licensed surveyor and Registered professional engineer of disciple required for specific service on Project, to ARCHITECT and OWNER including any changes as they may occur.

## 3.02 PROJECT REQUIREMENTS

- A. Establish and maintain lines and levels as necessary to locate and layout entire scope of work in Bid Package.
- B. Preserve and protect all on-site underground utilities, lines, and existing on-site improvements in the area of construction.

## STORM WATER POLLUTION CONTROL

## PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

- A. Preparation, implementation and monitoring of Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharges of pollutants from the construction site into the receiving waters. This includes elimination of non-storm water pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas.
- B. Compliance with all local, state and federal regulations governing storm water discharges associated with construction activities such as, but not limited to clearing, excavating, grading, demolition and other land disturbances.
- C. Payment of application and annual fees required by the State Water Resources Control Board (SWRCB) for the duration of the construction of the Project.
- D. Submittal of all Permit Registration Documents (PRDs) through the SWRCB SMARTS online system.
- E. Certification that the construction project has met all of the conditions of the General Construction Storm Water Permit (GCSWP).

### 1.02 REFERENCES

- A. National Pollutant Discharge Elimination System (NPDES) General Permit No CAS000002.
- B. State Water Resources Control Board (SWRCB) Water Quality Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-006-DWQ.
- C. California Stormwater Quality Association, Stormwater Best Management Practice Handbook, Construction, latest edition.

### 1.03 RELATED DOCUMENTS

A. Project Contract, including General, Special and Supplementary Conditions and other General Requirements.

## 1.04 ACRONYMS AND DEFINITIONS

BMP Best Management Practice.

CAN Corrective Action Notice.

CASQA California Stormwater Quality Association.

COI Change of Information.

DWQ Division of Water Quality.

CGP NPDES General Permit for Storm Water Discharges Associated

with Construction Activities.

ELAP Environmental Laboratory Accreditation Program.

LARWQCB Los Angeles Regional Water Quality Control Board.

LRP Legally Responsible Person (OWNER).

NOI Notice of Intent.

NOT Notice of Termination.

NPDES National Pollutant Discharge Elimination System.

OEHS LAUSD Office of Environmental Health and Safety.

PRDs Permit Registration Documents, including NOI, Risk Assessment, Site Map, SWPPP,

Annual Fee, Signed Certification Statements.

REAP Rain Event Action Plan.

RISK LEVEL As defined by CGP.

QSD Qualified SWPPP Developer (work by Owner)

QSP Qualified SWPPP Practitioner (work by Contractor)

QRE Qualifying Rain Event, is an event that produces 0.5 inches of precipitation with a 48 hour or

more period between rain events.

SMARTS Storm Water Multiple Application and Report Tracking System (smarts.waterboard.ca.gov).

SWPPP Storm Water Pollution Prevention Plan.

SWRCB State Water Resources Control Board.

WPCD Water Pollution Control Drawings.

WDID Waste Discharge Identification Number.

### 1.05 SUBMITTALS

- A. Contractor shall submit the Notice of Intent and all Permit Registration Documents and the Notice of Intent fee required by SWRCB.
- B. Contractor shall prepare and submit the Storm Water Pollution Prevention Plan for this project to the State Water Resources Control Board (SWRCB) via SMARTS.
- C. The Contractors QSD shall prepare the SWPPP, including the WPCD, Risk Level Determination, and Post Construction Water Balance Calculation.
- D. The Contractors QSP shall submit electronic copies of weekly and quarterly inspections, annual reports, compliance certifications, and test results.
- E. The Contractors QSP shall submit the annual report. The General Permit requires all projects that are enrolled for more than one continuous three-month period to submit information and annually certify that their site is in compliance with these requirements. All dischargers must prepare and electronically submit an annual report no later than

September 1 of each year using the Storm water Multi-Application Reporting and Tracking System (SMARTS). The Annual Report must include a summary and evaluation of all sampling and analysis results, original laboratory reports, chain of custody forms, a summary of all corrective actions taken during the compliance year, and identification of any compliance activities or corrective actions that were not implemented.

F. Within 90 days of when construction is complete or ownership has been transferred, the Contractors QSP shall electronically file a Notice of Termination (NOT), a final site map, and photos through the State Water Boards SMARTS system. Filing a NOT certifies that all General Permit requirements have been met.

## PART 2 - PRODUCTS

### 2.01 MATERIALS

- A. Storm Water Pollution Prevention Plan: The Contractor shall provide the quality, grade and type of materials as specified in Stormwater Best Management Practice Handbook, Construction, latest edition, and State Water Resources Control Board (SWRCB) Water Quality Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-006-DWQ.
- B. Contractor shall provide and have available on-site during construction activities a non-stormwater sampling kit suitable for obtaining storm water and non-stormwater quality grab samples. Kit shall include containers and preservatives appropriate for the pollutants known or expected to be in the stormwater. Required sampling equipment shall be adequate to capture and transport samples to a local ELAP State certified water testing lab.
- C. Contractor shall provide a rain gauge on site to record readings during site inspections.

### PART 3 - EXECUTION

#### 3.01 SWPPP IMPLEMENTATION

- A. The Contractor shall hire a Qualified SWPPP Practitioner (QSP), as defined by the Construction General Permit, to implement the Storm Water Pollution Prevention Plan to be consistent with the requirements of SWRCB Water Quality Order 2009-0009-DWQ, as amended by 2010-0014-DWQ and 2012-006-DWQ.
- B. The Contractor is responsible for the following:
  - 1) Install perimeter controls and sediment control BMPs prior to starting construction work at the site.
  - 2) Install effective erosion control BMPs at the jobsite.
  - 3) Protect exposed dirt, such as stockpiles, landscaping areas, and hillsides.
  - 4) Properly manage non-storm water discharges such as ground water, broken utility lines and fire hydrant testing per CGP requirements.
  - Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drains.
  - Revise the SWPPP to suit changing site conditions and also when properly installed systems are ineffective.

- Adjust BMP's locations and layouts in accordance to construction progress to assure compliance to regulations.
- 8) Notification and Report: If pollution occurs in the work area for any reason or when the Contractor becomes aware of any violation of this Section, correct the problem and immediately notify the Inspector. In addition, submit a written report to the Owner's QSP within seven (7) calendar days describing the incident and the corrective actions taken. If either the Inspector or QSP is first to observe pollution or a violation, the Contractor shall also explain in the written report why the Work was inadequately monitored.
- Revise SWPPP to suit changing site conditions and also when properly installed systems are ineffective.
- 10) Upon Substantial Completion: Maintain and leave post-construction storm water pollution prevention controls in place and remove those that are not needed as determined by the QSD and OAR.

### 3.02 MONITORING

- A. The Contractors QSP shall conduct examination of storm water pollution prevention controls according to the monitoring requirements identified for the projects risk level as defined by the Construction General Permit.
- B. The Contractor shall prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

#### 3.03 SWPPP LIABILITIES AND PENALTIES

- A. Review of the inspection logs by the Owner shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- B. Payment of Penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the Owner.
- C. Compliance with the Clean Water Act and the State Water Resources Control Board (SWRCB) Water Quality Order 2009-0009-DWQ pertaining to construction activities is the sole responsibility of the Contractor. For any fine(s) levied against the Owner due to non-compliance by the Contractor, the Owner will have the option to either require payment by Contractor of, or deduct from any payments due the Contractor, the total amount of the fine(s) levied on the Owner and associated costs.

### 3.04 SWPPP CLOSEOUT

- A. Verify the following prior to Substantial Completion of SWPPP:
  - 1) Elements of the SWPPP have been completed.
  - 2) Final stabilization of site, as defined by the GCP, has been demonstrated.
  - 3) There is no potential for construction related storm water pollutants to be discharged into site runoff.
  - 4) Construction related equipment and temporary BMPs have been removed from site.
  - Rubbish, debris, and waste materials have been removed and legally disposed of off the Project site.

6) Post-Construction BMP Maintenance Plan has been established.

### **PROJECT MEETINGS**

### PART 1 - GENERAL

### 1.01 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for Project meetings, including, but not limited to, the following:
  - 1. Preconstruction meeting.
  - 2. Pre-installation conferences.
  - 3. Progress meetings.
  - 4. Specially called meetings.
- B. Owner's Representative will schedule and administer a preconstruction meeting, regular progress meetings, and specially called meetings throughout progress of the work, and will:
  - 1. Prepare agenda for meetings.
  - 2. Make physical arrangement for meetings.
  - 3. Preside at meetings.
  - 4. Record the minutes; include significant proceedings and decisions.
  - 5. Reproduce and distribute copies of minutes after each meeting to participants in the meeting and to parties affected by decisions made by the meeting.
- C. Representatives of Contractor, subcontractors and suppliers attending meetings shall be experienced supervisory staff with written authorization to act on behalf of the entity each represents.

#### 1.02 RELATED SECTIONS

- A. Section 01010: Phasing of the Work
- B. Section 01100: Coordination
- C. Section 01300: Submittals
- D. Section 01360: Construction Schedule

### PART 2 – PRODUCTS (Not applicable)

### PART 3 - EXECUTION

## 3.01 PRECONSTRUCTION MEETING

- A. The OWNER will schedule a preconstruction meeting before starting the Work, at a time determined by OWNER. Meeting shall be held at the Project site or another location as determined by OWNER. Meeting will be held in order to review responsibilities, procedures, and other administrative requirements contained within the Contract Documents.
- B. Authorized representatives of OWNER, IOR, ARCHITECT, CONTRACTOR and other parties shall attend the meeting. All participants at the meeting shall be familiar with the Project and authorized to conclude matters relating to the Work.
- C. Agenda items shall include significant items which could affect progress of the Work, including, but not limited to the following:
  - 1. Preliminary Construction Schedule
  - 2. Critical work sequencing
  - 3. Designation of responsible personnel
  - 4. Identification of OAR

- 5. Procedures for processing field decisions
- 6. Request for Proposal
- 7. Construction Directive and Change Order
- 8. Procedures for processing Applications for Payment
- 9. Prevailing wages
- 10. Submittal of Shop Drawings, Product Data, material lists and Samples
- 11. Preparation of project record documents
- 12. Use of the Project site and/or premises
- 13. Parking availability
- 14. Office, work, and storage areas
- 15. Equipment deliveries and priorities
- 16. Safety procedures
- 17. First Aid
- 18. Security
- 19. Housekeeping
- 20. Working hours
- 21. Contract Compliance Officer
- 22. Insurance Services
- 23. Environmental Health & Safety
- D. Owner's Representative shall prepare and issue meeting minutes to attendees and interested parties no later than five (5) working days after the meeting date.

### 3.02 PRE-INSTALLATION CONFERENCES

- A. CONTRACTOR shall coordinate and conduct pre-installation conferences at the Project site as required by related Sections of the Contract Documents.
- B. CONTRACTOR, manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other pre-ceding and or subsequent installations of Work shall attend the meeting. CONTRACTOR shall advise OWNER, IOR and ARCHITECT of scheduled meeting dates in order to secure their attendance.
  - 1. CONTRACTOR shall review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for the following:
    - a. Contract Documents
    - b. Options
    - c. Related Construction Directives and Change Orders
    - d. Purchases
    - e. Deliveries
    - f. Shop Drawings, Product Data, and quality-control samples
    - g. Review of mockups
    - h. Possible conflicts
    - i. Compatibility problems
    - j. Time schedules
    - k. Weather limitations
    - I. Manufacturer's recommendations
    - m. Warranty requirements
    - n. Compatibility of materials
    - o. Acceptability of substrates
    - p. Temporary facilities
    - q. Space and access limitations
    - r. Governing regulations
    - s. Safety
    - t. Inspecting and testing requirements
    - u. Required performance results

- v. Recording requirements
- w. Protection
- CONTRACTOR shall record significant discussions and directives received from each conference. CONTRACTOR shall, within three (3) calendar days after the meeting date, distribute the minutes of the meeting to all concerned parties, including, but not limited to, OWNER, IOR and ARCHITECT.

## 3.03 PROGRESS MEETINGS

- A. Frequency, day and time to be determiner by the Owner's Representative, Architect and District.
- B. In addition to representatives of CONTRACTOR, OWNER, IOR and ARCHITECT, each Subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of the Work shall, if requested by OWNER, be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude all matters relating to the Work.
- C. Failure of the CONTRACTOR to be so represented at any job meeting which is held at a mutually agreed time or for which a written notice is given, shall not relieve CONTRACTOR from abiding by any and all OWNER or ARCHITECT determinations or directives issued at such meeting.
- D. The purpose of these meetings is to provide a formal and regular forum for the District, Owner's Representative, Architect/Engineer and the Contractors to present questions, problems or issues that need to be addressed. OWNER will review and correct or approve minutes of the previous progress meeting and will review other significant items affecting progress. Topics for discussion as appropriate to the status of the Project include but are not limited to:
  - a. Interface requirements
  - b. Construction Schedule
  - c. Sequence and coordination
  - d. Status of submittals / RFC's
  - e. Deliveries
  - f. Off-site fabrication
  - g. Access
  - h. Site utilization
  - i. Temporary Construction Facilities and Controls
  - i. Hours of work
  - k. Hazards and risks
  - I. Housekeeping
  - m. Quality and workmanship
  - n. Unforeseen conditions
  - o. Testing and Inspection
  - p. defective Work
  - q. Construction Directive
  - r. Request for Proposal
  - s. Change Order Proposals and Change Orders
  - t. Documentation of information for payment requests
  - u. Application for Payment
  - v. Other items as required or as brought forth.
- E. No later than three (3) working days after each meeting, Owner's Representative will prepare and distribute minutes of the meeting to each present and absent party. Include a brief summary, in narrative form, of progress, decisions, directives, actions taken and all other issues since the previous meeting and report.

1. Schedule Updating: If required, CONTRACTOR shall revise the Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the next scheduled meeting.

# 3.04 SPECIALLY CALLED MEETINGS

A. The Owner's Representative may call a special meeting at any time during the course of the Project. Special Project meetings shall include representatives of the Project as requested in order to discuss problems and/or solutions that are common to the Project.

#### **SUBMITTALS**

### PART 1 - GENERAL

### 1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for submittals required for the Work, including, but not limited to; Shop Drawings, Product Data, Samples, material lists, and quality control items as required by the Contract Documents.
- B. Wherever possible, throughout the Contract Documents, the minimum acceptable quality of workmanship and products has been defined by the name and catalog number of a manufacturer and by reference of recognized industry standards.
- C. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for submittal of design data and for its review by ARCHITECT. OWNER and/or others.

### 1.02 RELATED SECTIONS

- A. Section 01050: Schedule of Values
- B Section 01080: Application for Payment
- C. Section 01040: Coordination
- D. Section 01045: Cutting and Patching
- E. Section 01310: Construction Schedule
- F. Section 01420: Testing and Inspection
- G. Section 01500: Construction Facilities and Temporary Controls
- H. Section 01640: Substitutions
- I. Section 01700: Contract Closeout
- J. Section 01740: Warranties

### PART 2 – PRODUCTS (Not applicable)

## PART 3 - EXECUTION

# 3.01 PROCEDURES

- A. CONTRACTOR shall package each submittal appropriately for transmittal and handling. CONTRACTOR shall transmit each submittal to ARCHITECT with copy to OWNER. ARCHITECT and/or OWNER will not accept submittals received from sources other than from CONTRACTOR.
- B. After ARCHITECT review, ARCHITECT will transmit submittals to CONTRACTOR, IOR, OWNER and/or others as required. Work shall not commence, unless otherwise approved by OWNER, unless approved submittals are transmitted to CONTRACTOR.
- C. CONTRACTOR shall clearly identify any deviations from the Contract Documents on each submittal. Any deviation not so noted even though stamped reviewed is not acceptable.
- D. CONTRACTOR shall coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities requiring sequential activity.

## E. Timing of Submittals:

- In accordance with General Conditions CONTRACTOR shall submit to ARCHITECT those Shop Drawings, diagrams, materials lists, Samples and other submittals required by the Contract Documents.
- 2. The schedule of submittals shall provide adequate time between submittals in order to allow for proper review without negative impact to the Milestones Schedule.
- 3. Schedule of submittals shall be related to Work progress, and shall be so organized as to allow sufficient time for transmitting, reviewing, corrections, resubmission and re-reviewing.
- 4. CONTRACTOR shall coordinate submittal of related items and ARCHITECT reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received by ARCHITECT.
- 5. CONTRACTOR shall revise, update and submit submittal schedule to ARCHITECT and OWNER on the first of each month, or as required by OWNER.
- CONTRACTOR shall allow in the Milestones Schedule, at least fourteen (14) days for ARCHITECT review following receipt of submittal. For mechanical, plumbing, electrical and other submittals requiring joint review with OWNER, CONTRACTOR shall allow a minimum of fourteen (14) days following ARCHITECT receipt of submittal.
- 7. No adjustments to the Contract Time and/or Milestones will be authorized because of a failure to transmit submittals to ARCHITECT sufficiently in advance of the Work to permit review and processing.
- 8. In case of product substitution, shop drawing preparation shall not commence until such time ARCHITECT and OWNER reviews said submittal relative to the General Conditions.
- G. If required, resubmit submittals in a timely manner. Resubmit as specified for initial submittal but identify as such. Review times for re-submitted items shall be as per the time frames for initial submittal review.
- H. Shop Drawing preparation shall not commence until such time as CONTRACTOR receives Product Data approval.
- I. ARCHITECT, or authorized agent, will stamp each submittal with a uniform, action stamp. ARCHITECT, or authorized agent, will mark the stamp appropriately to indicate the action taken, as follows:
  - 1. Final Unrestricted Release: When ARCHITECT, or authorized agent, marks a submittal "Reviewed ", the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
  - Final-But-Restricted Release: When ARCHITECT, or authorized agent, marks a submittal "Reviewed as Noted", the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance.

- 3. Returned for Re-submittal: When ARCHITECT, or authorized agent, marks a submittal "Rejected, Revise and Resubmit", do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat as necessary to obtain different action mark. In case of multiple submittals covering same items of Work, CONTRACTOR is responsible for any time delays, schedule disruptions, out of sequence Work, or additional costs due to multiple submissions of the same submittal item. Do not use, or allow others to use, submittals marked "Rejected, Revise and Resubmit " at the Project site or elsewhere where Work is in progress.
- 4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the ARCHITECT, or authorized agent, will return the submittal marked "Action Not Required ".

#### 3.02 SHOP DRAWINGS

- A. Shop Drawings are original drawings prepared by CONTRACTOR, Subcontractor, supplier, or distributor illustrating some portion of Work by showing fabrication, layout, setting, or erection details. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
- B. Produce Shop Drawings to an accurate scale that is large enough to indicate all pertinent features and methods. Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 x 11 inches but no larger than 24 x 36 inches.
- C. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  - 1. Dimensions
  - 2. Identification of products and materials included by sheet and detail number.
  - 3. Compliance with specified standards.
  - 4. Notation of coordination requirements.
  - 5. Notation of dimensions established by field measurement.
- D. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record CONTRACTOR and ARCHITECT review, and the action taken. Include the following information on the label for processing and recording action taken:
  - 1. Project name.
  - 2. Date.
  - Name and address of ARCHITECT.
  - 4. Name and address of CONTRACTOR
  - 5. Name and address of Subcontractor.
  - 6. Name and address of supplier.
  - 7. Name and address of manufacturer.
  - 8. Name and title of appropriate specification section.
  - 9. Drawing number and detail references, as appropriate.
- E. Unless otherwise agreed to or indicated in individual Specification Sections, submit a sufficient number to allow for adequate CONTRACTOR, Subcontractor, supplier, manufacturer and fabricators distribution plus two sets to be retained by ARCHITECT, one set to be transmitted to IOR and one set to OWNER.

### 3.03 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of Work or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, wiring diagrams, schedules, illustrations and performance curves.
  - 1. Mark each copy to show or delineate pertinent materials, products, models, applicable choices and options. Where Product Data includes information on several products that are not required, clearly mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations.
    - b. Compliance with trade association standards.
    - c. Compliance with recognized testing agency standards.
    - d. Application of testing agency labels and seals.
    - e. Notation of dimensions verified by field measurement.
    - f. Notation of coordination requirements.
    - g. Notation of dimensions and required clearances.
    - h. Indicate performance characteristics and capacities.
    - i. Indicate wiring diagrams and controls.
  - 2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed. .
- C. Required Copies and Distribution: Same as denoted in sub section 3.02, E.

#### 3.04 SAMPLES

## A. Procedure:

- Submit Samples of sufficient size, quantity, cured and finished and physically identical to the proposed product or material. Samples include partial or full sections or range of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches denoting color, texture and or pattern.
  - a. Mount or display samples in the manner to facilitate review of qualities indicated. Include the following:
    - 1. Specification Section number and reference.
    - 2. Generic description of the Sample.
    - 3. Sampling source.
    - 4. Product name or name of manufacturer.
    - 5. Compliance with recognized standards.
    - 6. Availability and delivery time.
- Submit Samples for review of size, kind, color, pattern and texture. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
  - a. Where variations in color, pattern, texture, or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show the approximate limits of the variations.

- Refer to other Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, assembly details, connections, operation, and similar construction characteristics.
- c. Refer to other Sections for Samples to be returned to CONTRACTOR for incorporation into the Work. Such Samples must be undamaged at time of use. On the transmittal indicate special requests regarding disposition of Sample submittals.
- d. Samples not incorporated into the Work, or otherwise not designated as OWNER property, remain the property of CONTRACTOR and shall be removed from the Project site prior to Substantial Completion.
- 3. Color and Pattern: Whenever a choice of color or pattern is available in a specified product, submit accurate color chips and pattern charts to ARCHITECT for review and selection.
- 4. Number Required: Submit 5 of each. Two will be returned to CONTRACTOR with one to ARCHITECT, OWNER and IOR.
- B. When specified, erect field Samples and mock-ups at the Project site to illustrate products, materials, or workmanship and to establish standards by which completed Work shall be judged.
- C. Maintain sets of Samples, as returned, at the Project site, for quality comparisons throughout the course of the Work. Sample sets may be used to obtain final acceptance of the Work associated with each set.

# 3.05 QUALITY CONTROL SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's field reports, and other quality control submittals as required under other Sections of the Contract Documents.
- B. When other Sections of the Contract Documents require certification of a product, material and/or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
- C. Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the represented company.
- Requirements for submittal of inspection and test reports are specified in other Sections of the Contract Documents.

## CONSTRUCTION SCHEDULE

#### PART 1 - GENERAL

### 1.01 SECTION INCLUDES

A. Required procedures, preparation, submittals, reviews, updates, and revisions to the construction schedule.

## 1.02 RELATED SECTIONS

- A. Section 01010: Summary of the Work
  B. Section 01050: Schedule of Values
  C. Section 01080: Application for Payment
- D. Section 01300: Submittals
- E. Section 01420: Testing and Inspection
- F. Section 01500: Construction Facilities and Temporary Controls
- G. Section 01700: Contract Closeout

#### PART 2 – PRODUCTS

# 2.01 SCHEDULING SOFTWARE

A. CONTRACTOR shall utilize *Primavera Project Planner™ for Windows*® (P3) software (latest version) by Primavera Systems, Inc., or equivalent scheduling software and employ the Critical Path Method (CPM) in the development and maintenance of the Milestones Schedule network in Precedence Diagram Mode (PDM). The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail. OWNER will consider accepting *SureTrak Project Manager™* software (latest version) by Primavera Systems, Inc. in lieu of P3 upon written request by CONTRACTOR and OWNER acceptance in writing.

## PART 3 - EXECUTION

## 3.01 SUBMITTALS

- A. CONTRACTOR shall submit six (6) 11"x17" colored copies of all Milestones Schedules. CONTRACTOR shall submit three (3) copies of all bar charts, reports and/or other required data.
- B. Preliminary Milestones Schedule.
- C. Initial Milestones Schedule.
- D. Weekly, monthly, rolling and recovery schedules as required.

E. ARCHITECT and/or OWNER shall have fourteen (14) working days to review the submittals.

# 3.02 PRELIMINARY AND INITIAL SCHEDULE

- A. Within ten (10) days after the Effective Date of the Contract, CONTRACTOR shall develop and submit the preliminary Milestones Schedule. Submittal activities shall be incorporated into the schedule. ARCHITECT and/or OWNER review of the preliminary Milestones Schedule shall not confirm and/ or represent it as being a complete listing of all submittals required by the Contract Documents.
- B. Within ten (10) days after the commencement of the Contract Time, CONTRACTOR shall submit the initial Milestones Schedule. The initial Milestones Schedule shall include all of the detailed activities for the first 120 calendar days of the Contract Time. CONTRACTOR shall update the initial Milestones Schedule as specified and submit until it is accepted. Since updates to the initial Milestones Schedule are basis for payment to CONTRACTOR during first four month period, submittal and acceptance of such updates shall be a condition precedent to making of monthly payment. Upon final acceptance of the initial Milestones Schedule it shall become the Milestones Schedule against which all subsequent schedule updates shall be made; against which CONTRACTOR shall report progress to and/or variances from, and by which OWNER shall measure CONTRACTOR performance and progress.

#### 3.03 CPM NETWORK

- A. CPM network shall incorporate activity descriptions, sequence, logic relationships, duration estimates, resource loading and other information as set forth in this Section including but not limited to:
  - 1. The CPM network shall include all Milestones as well as all engineering, fabrication and delivery dates required to support the Milestones.
  - 2. Activities to be integrated and shown in the CPM network shall include in addition to all construction activities: Milestones representing CONTRACTOR submittal dates of all critical submittals; activities representing ARCHITECT and/or OWNER review period of each submittal with each review period scheduled for no less than fourteen (14) days; procurement of materials and equipment; manufacture and/or fabrication; testing and delivery to the Project site of special material and major equipment; equipment installation and preliminary, final and performance testing of equipment or systems installed under the Contract Documents.
  - Indicate start and completion dates for all temporary facilities; construction of mock-ups, prototypes and/or samples; punch list; OWNER interfaces and furnishing of items; interfaces with Separate Work Contracts and regulatory agency approvals; securing of approvals and permits required for performance of the Work.
  - 4. Shall take into account all foreseeable factors or risks affecting or which may affect; performance of the Work including historical and predicted weather conditions; applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.

- 5. CONTRACTOR shall not use any float suppression techniques such as preferential sequencing or logic, special lead/lag constraints or unjustifiably overestimating activity durations in preparing the construction schedule except that finish no later than constraints for Milestones will be permissible.
- B. ARCHITECT and/or OWNER will notify CONTRACTOR of any recommended adjustments to the CPM network. CONTRACTOR shall perform any required adjustments to the CPM network and resubmit it for acceptance certifying in writing all information contained therein complies with the Contract Documents.
- C. Upon notification by OWNER of acceptance of the CPM network, CONTRACTOR shall prepare computer plots and printouts, and complete submission of the Milestones Schedule, which shall include the following, as a minimum:

#### 3.04 MILESTONES

- A. Milestones are designated dates as set forth in the Milestones Schedule in which Work or portions thereof are required to be started and/or completed in accordance with the Contract Documents including but not limited to:
  - Where the term completion or similar terms are used in the designation of a Milestone, it shall be construed to mean all portions of the Work in the indicated phase, area and/or zone are complete and acceptable to OWNER. Where the term start or similar terms are used in the designation of a Milestone, it shall be construed to mean a portion of the Work in the indicated phase, area and/or zone is required to be commenced.
  - CONTRACTOR shall identify all OWNER defined Milestones in the Milestones Schedule. OWNER defined Milestones shall serve as an essential instrument of measurement by ARCHITECT and OWNER of CONTRACTOR compliance with the Milestones Schedule.

## 3.05 MILESTONES SCHEDULE

- A. Milestones Schedule shall represent CONTRACTOR plan to complete the Work within the Milestones and/or Contract Time however:
  - 1. A schedule extending beyond the Milestones and/or Contract Time will not be acceptable.
  - 2. A schedule indicating Work completed in less than the Milestones and/or Contract Time will not be acceptable. CONTRACTOR shall indicate any available float.
  - 3. A schedule found unacceptable by the OWNER and/or ARCHITECT shall be revised by CONTRACTOR and resubmitted within five (5) days.
- B. Milestones Schedule shall clearly indicate sequence of construction activities and specifically indicate:
  - 1. Start and completion of all items of Work and their major components, the Project and all Milestones identified by OWNER.
  - 2. Activities for procurement, delivery, installation of equipment, materials and other supplies, including:

- Time for submittals, re-submittal, and reviews. Include decision dates for selection of finishes.
- b. Time for fabrication and delivery of manufactured products for the Work.
- c. Interdependence of procurement and construction activities.
- d. Dates for mobilization, test and balance of equipment, Substantial Completion, and Final Completion.
- C. Milestones Schedule shall be in sufficient detail to assure adequate planning and execution of Work including but not limited to:
  - Each activity shall range in duration from 1 to 15 workdays, with exception of fabrication and procurement activities, unless directed otherwise by OWNER. Activity durations shall be total of actual days required to perform and complete that activity and shall not include consideration of weather impact on the activity.
  - Shall be cost and resource-loaded with the resulting total equal to the Contract Amount and shall include all associated interface activities contained within the Contract Documents including, but not limited to, OWNER maintenance and operations activities and/or interim housing schedules, which will be provided by OWNER.
  - Activities shall include:
    - a. A description of what is to be accomplished and where.
    - b. Workday duration.
  - Network shall show continuous flow from left to right.
  - 6. Identify days per week and shifts per day worked; also, non-work days and holidays.
  - 7. Identify activities that constitute controlling operations, i.e., Milestones or critical path.
  - 8. ARCHITECT and/or OWNER may require additional coding of activities.
- D. Notwithstanding acceptance of the Milestones Schedule, failure to identify and/or include any element of the Contract into the Milestones Schedule shall not release CONTRACTOR from obligation of completing all required Work in accordance with any Milestones.
- E. Submittal of the Milestones Schedule shall constitute CONTRACTOR confirmation the schedule meets the requirements of the Contract Documents, and the Work will be executed in the sequence indicated in the Milestones Schedule.

F. CONTRACTOR shall allocate the following number of days within the indicated calendar month wherein rainfall in excess of 0.01 inches can be normally anticipated to occur at the Project site based on 50-year data 1947-1997 compiled from National Climate Data Cooperative network by National Climate Data center of the National Weather Service of the National Oceanographic and Atmospheric Administration:

January	6	May	1	September	1
February	5	June	0	October	1
March	5	July	0	November	3
April	4	August	0	December	5

These days are to be accounted for in the Milestones Schedule and are to be considered as cumulative from commencement of the Contract Time to Substantial Completion. During a month where the actual rain days are less than the allotted rain days, the remaining days shall be used to offset rain days exceeding those given for other months. Unusually severe weather shall be defined as any month where actual rain days exceed the allotted amount.

#### 3.06 REQUIREMENTS FOR REVIEW AND UPDATING

- A. Prepare updated Milestones Schedule:
  - 1. When updating current Milestones Schedule with actual Work progress only (non logic changes), status current Milestones Schedule with actual start and finish dates, remaining durations, and percent completion of cost and resource loaded activities and submit to OWNER and ARCHITECT for review as specified.
- B. CONTRACTOR shall attend Milestones Schedule review meetings, if requested by the ARCHITECT an/or OWNER, in order to accomplish the following:
  - 1. Reflect current Work progress in updates.
  - 2. Provide all specified reporting.
  - 3. Take remedial action to mitigate schedule variances.
  - 4. CONTRACTOR shall, at a minimum, attend review meetings prepared to discuss actual activity start and/or completion dates and any applicable variances, forecast activity start and/or completion dates and any applicable variances and progress of all activities underway at the time of the review.
  - During reviews, CONTRACTOR shall alert ARCHITECT and OWNER of all activities behind schedule and further identify all activities and/or Milestones impacted by such variances. CONTRACTOR shall prepare and transmit to ARCHITECT and OWNER proposed recovery plans to regain time lost due to variances.

- 6. Following review of the recovery plan and all other information relevant to the progress of the Work, CONTRACTOR shall adjust its Work plan as required to assure compliance with the Milestones Schedule. If the latest calculated completion date for any critical activity (total float less than or equal to 2 work days) does not fall within the time allowed by the Milestones Schedule, the sequence of Work and or performance of the Work shall be revised by CONTRACTOR. CONTRACTOR shall, by means of utilizing concurrent operations, additional Work force allocations, additional shifts, overtime, etc., provide all such means until a subsequent Milestones Schedule indicates all Milestones will be met. The requirement for such additional Work force allocations, additional shifts, overtime, etc., does not entitle CONTRACTOR to an adjustment in the Contract Amount.
- C. Simultaneously with each submittal of an Application for Payment, CONTRACTOR shall deliver to ARCHITECT and OWNER an updated Milestones Schedule reflecting progress of the Work up until the end of the previous reporting period. Each such Milestones Schedule shall indicate actual Work progress to date together with a projected schedule for completion of the Work. No changes in logic will be permitted unless agreed upon with OWNER.
- D. ARCHITECT, OWNER and CONTRACTOR shall conduct monthly reviews to determine: planned versus actual progress to date; compliance with submittal requirements, Milestones and accepted Milestones Schedule; determination of any changes to the Work plan or implementation which must be made by CONTRACTOR to comply with the Milestones Schedule. The monthly schedule review shall include, at a minimum:
  - 1. Monthly update/status of electronic database shall include recording of all actual start dates and actual finish dates and status of activities in progress.
  - 2. Review of planned versus actual Work force allocations and progress for the preceding month.
  - 3. Review of revisions, added and/or deleted Work and how those are being integrated into CONTRACTOR Work plan.
  - 4. Review of CONTRACTOR interface and coordination with Separate Work Contracts.
  - 5. Review of all impacts to the Work during the preceding month and to date, CONTRACTOR evaluation of those impacts and any recovery plans or remedial actions required in order to meet the Milestones Schedule.

Following review of the above and all other information relevant to the progress of the Work, CONTRACTOR shall adjust the Work plan and submit a revised Milestones Schedule for acceptance. CONTRACTOR shall, by means of utilizing concurrent operations, additional Work force allocations, additional shifts, overtime, etc., provide all such means until a subsequent Milestones Schedule indicates all Milestones will be met. The requirement for additional Work force allocations, additional shifts, overtime, etc., does not entitle CONTRACTOR to an adjustment in the Contract Amount.

C. The Milestones Schedule shall be updated by CONTRACTOR on a monthly basis and submitted to ARCHITECT and OWNER for concurrent review with each payment application submitted by CONTRACTOR.

#### 3.07 PAYMENT FOR SCHEDULING

A. All costs associated with meeting the requirements of this Section 01360 shall be included in the Contract Amount.

# 3.08 CONTRACTOR RESPONSIBILITY

A. Nothing in this Section shall be construed to be a usurpation of CONTRACTOR authority, responsibility and obligation to plan and schedule Work as CONTRACTOR deems, subject to all other requirements of the Contract Documents.

#### **TESTING AND INSPECTION**

## PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

A. Testing and inspection services to meet requirements of the California Building Code (CBC), Title 24, Parts 1 and 2, 2013 Edition or as applicable.

## 1.02 RELATED SECTIONS

- A. Section 01045: Cutting and Patching
- B. Section 01300: Submittals
- C. Section 01310: Construction Schedule
- D. Section 01500: Construction Facilities and Temporary Controls
- E. Section 01600: Materials and Equipment
- F. Section 01700: Contract Close-out
- G. Section 01740: Warranties

## PART 2 – PRODUCTS (Not applicable)

## PART 3 - EXECUTION

## 3.01 TESTS

- A. OWNER will select an independent testing agency to conduct tests, sampling and testing of materials. Selection of material to be tested shall be by the agency and not by CONTRACTOR.
- B. Any material shipped from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from IOR such testing and inspection will not be required shall not be incorporated into the Work.
- C. OWNER will select and directly reimburse testing agency costs for all tests and inspections, unless otherwise noted in the Contract Documents, but may be reimbursed by CONTRACTOR for such costs as noted in related sections of the Contract Documents.
- D. The independent testing agency is not authorized to release, revoke, alter, or enlarge requirements of the Contract Documents or approve or accept any portion of the Work. The agency shall not perform any duties of CONTRACTOR.

## 3.02 TEST REPORTS

A. Test reports shall include all tests made, regardless of whether such tests indicate the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. Reports shall show that material or materials were sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2 2013 Edition or as applicable and with the approved Specifications. Test reports shall show specified design strength. They shall also state definitely whether or not material or materials tested comply with the specified requirements.

# 3.03 VERIFICATION OF TEST REPORTS

A. Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering tests which are required to be made by that agency during progress of the Work. Such report shall be furnished each time construction on the Work is suspended, covering tests up to that time, and at Final Completion of the Work, covering all tests.

#### 3.04 INSPECTION BY OWNER

- A. OWNER and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and CONTRACTOR shall at all times maintain proper facilities and provide safe access for such inspection.
- B. OWNER shall have the right to reject materials and or workmanship deemed defective Work, and to require correction. Defective workmanship shall be corrected in a satisfactory manner and defective materials shall be removed from the premises and legally disposed of, all without charge to OWNER. If CONTRACTOR does not correct such defective Work within a reasonable time, fixed by written notice and in accordance with the terms and conditions of the Contract Documents, OWNER may correct such defective Work and proceed in accordance with related sections of the General Conditions.
- C. CONTRACTOR is responsible for compliance to all applicable local, state and federal regulations regarding codes, regulations, ordinances, restrictions and requirements.

## 3.05 INSPECTOR OF RECORD

- A. Inspector of Record is employed by OWNER in accordance with requirements of Title 24 of the California Code of Regulations and their duties are specifically defined therein.
- B. Inspection of Work shall not relieve CONTRACTOR from any obligation to fulfill all of the terms and conditions of the Contract.
- C. CONTRACTOR shall be responsible for scheduling times of inspection, tests, sample taking and similar activities of the Work.

# 3.06 TESTS AND INSPECTIONS

A. The tests and inspections listed in DSA-103 do not limit inspection of the Work but are required by DSA, other agencies, or are required in related Sections of the Contract Documents.

## REFERENCE STANDARDS AND DEFINITIONS

## PART 1 - GENERAL

#### 1.01 DEFINITIONS

- A. General: Basic contract definitions are included in Conditions of Contract.
  - "Indicated" refers to graphic representations, notes, or schedules on Drawings; or to other paragraphs or schedules in Specifications and similar requirements in Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" have similar meaning, and may be combined with phrases such as "on drawings" to help the user locate reference.
  - 2. "Directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed, requested, authorized, selected, approved, required, and permitted by Program Manager, Architect, District, District Project Manager, as the context of Contract Documents indicates.
  - 3. "Furnish" means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
  - 4. "Install" describes operations at Site including unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
  - 5. "Provide" means to furnish and install, complete and ready for intended use.
  - 6. "Installer": Contractor or another entity engaged by Contractor, either as employee or Subcontractor, to perform particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in operations they are engaged to perform.
    - a. "Experienced," when used with term "Installer," means having successfully completed minimum of five previous projects similar in size and scope to this Project, except as otherwise indicated; being familiar with requirements indicated; and having complied with requirements of Governmental Authorities.
    - b. Trades: Use of a generic trade description, such as "carpentry", is not intended to imply that requirements specified apply exclusively to tradespersons of the referenced generic trade.
    - c. Assigning Specialists: Certain Sections of Specifications may require that specific construction activities be performed by specialists who are recognized experts in those operations. Where so required, specialists must be engaged for those activities. However, sole responsibility for fulfilling requirements of the Contract Documents remains with Contractor.
  - 7. "Testing Agencies": Testing agency is independent entity engaged to perform specific inspections or tests, either at Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

## 1.02 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specifications are organized into Divisions and Sections based on 16-division format and CSI's/1995 "MasterFormat" numbering system.
- B. Specifications use certain conventions for style of language and intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
- C. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated. Interpret singular words as plural and plural words as singular where applicable, as context of Contract Documents indicates.
- D. Words "shall," "shall be," or "shall comply with," are deemed stated, wherever implied and appropriate to the context.

#### 1.03 INDUSTRY STANDARDS

- A. Applicability of Standards: Except as otherwise required by the Contract Documents, all Work shall be performed in accordance with recognized construction industry standards.
- B. Publication Dates: Wherever the Contract Documents refer to a published standard, it means, unless otherwise specifically stated, the standard as published on the Date for Receipt of Bids.
- C. Where compliance with two (2) or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirement. In any event and in all cases, refer such conflicts and uncertainties to Architect and District Project Manager for clarification before proceeding with the Work affected thereby.
  - Quantity or quality level shown or specified represents the minimum standard to be provided or performed. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits. Refer uncertainties to Architect and District Project Manager for clarification before proceeding with the Work affected thereby.
- D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity, whether or not copies of such applicable standards are physically included in or bound with Contract Documents.
  - Where copies of standards are needed to perform required construction activity, Contractor shall obtain copies directly from publication source and make them available on request.
- E. Abbreviations and Names: Trade association and government agency names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in Specifications or other Contract Documents, they mean recognized name of trade association, standards-generating organization, Governmental Authorities, or other entity as appropriate to context. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries, for explanation of abbreviations that are not defined in Contract Documents.

F. 2022 California Building Standards, Administrative Code, Part 1, Title 24 C.C.R.

2022 California Building Code (CBC), Part 2, Title 24 C.C.R. (2012 International Building Code of the International Code Council with 2010 California Amendments)

2022 California Electrical Code (CEC), Part 3, Title 24 C.C.R.(2011 National Electrical Code of the National Fire Protection Association (NFPA) and2-13 California Amendments)

2022 California Energy Code, Part 6, Title 24 C.C.R.

2022 California Green Building Standards Code (Cal Green Code), Part 11, Title 24, C.C.R.

2022 California Reference Standards Code, Part 12, Title 24 C.C.R.

Certification of construction and reporting shall be in conference with the following section of C.B.C. Title 24, Part 1, CCR.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

#### CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

#### PART 1 - GENERAL

#### 1.01 SECTION INCLUDES

A. Temporary utilities, construction facilities and controls to be provided and maintained during the Work.

#### 1.02 RELATED SECTIONS

- A. Section 01010: Summary of the Work
- B. Section 01050: Schedule of Values
- C. Section 01310: Construction Schedule
- D. Section 01420: Testing and Inspection
- E. Section 01700: Contract Closeout

## PART 2 - PRODUCTS (Not applicable)

#### PART 3 - EXECUTION

#### 3.01 QUALITY ASSURANCE

- A. CONTRACTOR shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
  - 1. Building Code requirements
  - 2. Division of State Architect
  - 3. Health and safety regulations
  - 4. Utility company regulations
  - 5. Police, fire department and rescue squad requirements
  - 6. Environmental protection regulations
- B. CONTRACTOR shall arrange for the inspection and testing of each temporary utility prior to use. Obtain required certifications and permits and transmit to OWNER.

# 3.02 TEMPORARY UTILITIES

- A. CONTRACTOR shall submit to OWNER reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.
- B. CONTRACTOR shall coordinate with the appropriate utility company to install temporary services. Where the utility company provides only partial service, CONTRACTOR shall provide and install the remainder with matching compatible materials and equipment.
- C. Temporary Electric:
  - CONTRACTOR shall furnish, install, maintain and pay for all necessary inspections, temporary wiring, metering devices and use charges, move ins/outs, connections & fees, service, extension and distribution, deliveries/pickups, rentals, storage, transportation, taxes, labor, insurance, bonds, materials, equipment and all other required miscellaneous items for the temporary electric

- systems and upon Substantial Completion of Work, removal of all such temporary electric systems and appurtenances.
- 2. CONTRACTOR shall provide temporary electric for construction, temporary facilities, and connections for construction equipment requiring power or lighting, at all points required for the Work, for inspection and safety.
- 3. CONTRACTOR shall provide 5 foot candles outside for safety and security.
- 4. CONTRACTOR shall ensure welding equipment is supplied by electrical generators.
- 5. CONTRACTOR shall at their expense and without limitation remove, extend and/or relocate temporary electric systems as rapidly as required in order to provide for progress of the Work.

# D. Temporary Telephone:

- 1. CONTRACTOR shall furnish, install, maintain and pay for all necessary inspections, move ins/outs, extensions and distribution, devices, connections and fees, use charges, rentals, deliveries/pickups, storage, transportation, taxes, labor, insurance, bonds, material, equipment and all other required miscellaneous items for temporary phone service and distribution to the on site temporary office as described in this Section and Section 01500, 3.03.
- 2. Upon Substantial Completion of the Work, CONTRACTOR shall remove all such temporary phone service, distribution, devices and appurtenances.

## 3.03 CONTRACTOR FACILITIES

- A. CONTRACTOR shall provide temporary storage units, fencing, barricades, chutes, elevators, hoists, scaffolds, railings and other facilities or services as required. CONTRACTOR shall be responsible for providing, installation, maintenance, supplying and all use charges for the items provided under Section 01500.
- C. Temporary Storage Units:
  - 1. CONTRACTOR shall provide secure and waterproof storage units for the temporary storage of materials, equipment and other items requiring protection.
  - 2. Walls, roof and doors shall be a minimum of 16-gage steel with floors of 1" tongue and groove hardwood or 3/4" minimum exterior type plywood. The undercarriage shall be designed to accommodate forklift blades 42" to 60" long. There shall be doublewide swing out lockable doors at one end equipped with waterproof gaskets.
  - 3. CONTRACTOR shall be responsible for all delivery charges and will install the storage unit in an appropriate area.
  - CONTRACTOR shall remove the storage unit from the Project site when the storage unit is no longer required for the Work or upon Substantial Completion of the Work.
  - 5. CONTRACTOR shall at their expense and without limitation remove and/ or relocate storage units as rapidly as required in order to provide for progress of the Work.

# D. Temporary Sanitary Facilities:

- CONTRACTOR shall provide portable chemical toilet facilities. Quantity of portable chemical toilet facilities shall be based on total number of workers and shall be in accordance with CAL/OSHA standards.
- 2. Portable chemical toilet facilities shall be maintained with adequate supplies and in a clean and sanitary condition and shall be removed from the Project site upon Substantial Completion of the Work.
- 3. CONTRACTOR employees shall not use school toilet facilities.
- 4. At CONTRACTOR expense and without limitation remove and/or relocate portable chemical toilet facilities as rapidly as required in order to provide for progress of the Work.
- 5. CONTRACTOR will contain their breaks and lunch periods to the areas designated by OWNER or any public area outside the Project site. CONTRACTOR shall provide a suitable container within the break/lunch area for the placement of trash. Areas used for break/lunch must be maintained clean and orderly. Once finish flooring has been installed in a particular area, no food or beverages will be permitted in that area.

## E. Temporary Security Barricade:

- CONTRACTOR shall install temporary Project site security barricade(s) indicated on Drawings or as required for safety and as specified herein. New or used material may be furnished. Security of Project site and contents is a continuous obligation of CONTRACTOR.
- 2. Security barricade shall be constructed of 8'-0" high minimum 3/4" thick exterior plywood with treated wood posts and framing. Space posts not to exceed 8'-0" on centers. Posts, shall be as follows:
  - a. Shall be set in the earth a depth of 30" with soil firmly compacted around post, or by other method proposed by CONTRACTOR and approved by OWNER.
  - b. Gates shall be fabricated of ¾" exterior plywood, wood framing, and bracing as required. Provide all gate hardware of a strength and quality to perform satisfactorily until barricade is removed upon Substantial Completion of the Work. Each gate shall have a padlock. Provide two (2) keys to OWNER. At Substantial Completion of the Work, remove barricade from Project site, backfill and compact fence footing holes. Existing surface paving that is cut into or removed shall be patched and sealed to match surrounding areas.
  - c. At CONTRACTOR expense and without limitation remove and/or relocate barricades or other security and protection facilities as rapidly as required in order to provide for progress of the Work.

# F. Other Temporary Enclosures & Barricades:

 Provide lockable, temporary weather-tight enclosures at openings in exterior walls to create acceptable working conditions, to allow for temporary heating and for security.

- 2. Provide protective barriers around trees, plants and other improvements designated to remain.
- 3. Temporary partitions shall be installed at all openings to protect areas, spaces, property, personnel, students and faculty and to separate and control dust, debris, noise, access, sight, fire areas, safety and security. At CONTRACTOR expense and without limitation remove and/or relocate enclosures, barriers and temporary partitions as rapidly as required in order to provide for progress of the Work.
- 4. Since the Work of this Project may be immediately adjacent to existing occupied structures and vehicular and pedestrian right of ways, CONTRACTOR shall, in his sole judgment and in accordance with applicable safety standards, provide all temporary facilities, additional barricades, protection and care to protect existing structures, occupants, property, pedestrians and vehicular traffic. CONTRACTOR is responsible for any damage, which may occur to the property and occupants of the property of OWNER or adjacent private or public properties which in any way results from the acts or neglect of CONTRACTOR.
- 5. Contractor shall be responsible for all moisture control in the building during execution of the work, and any required drying out resulting from building leaks while under construction.

# G. Temporary Storage Yards:

- 1. CONTRACTOR shall fence and maintain storage yards in an orderly manner.
- 2. Provide storage units for materials that cannot be stored outside.
- 3. At CONTRACTOR expense and without limitation remove and/or relocate storage yards and units as rapidly as required in order to provide for progress of the Work.

## H. Temporary De-watering Facilities & Drainage:

- For temporary drainage and de-watering facilities and operations not directly associated with construction activities included under individual sections, comply with de-watering requirements of applicable Division 01 sections. CONTRACTOR shall maintain the Work, Project site and related areas free of water.
- 2. For temporary drainage and de-watering facilities and operations directly associated with new buildings, additions or other construction activities, comply with Division 01 & 02 Sections. CONTRACTOR shall be responsible for, but not limited to, de-watering of excavations, trenches & below grade areas of buildings, structures, the Project site and related areas.

## I. Temporary Protection Facilities Installation:

 CONTRACTOR shall not change over from using temporary facilities and controls to permanent facilities until Substantial Completion, except as permitted by OWNER.

- 2. Until permanent fire protection needs are supplied and approved by authorities having jurisdiction, CONTRACTOR shall provide, install and maintain temporary fire protection facilities of the types needed in order to adequately protect against fire loss. CONTRACTOR shall adequately supervise welding operations, combustion type temporary heating and similar sources of fire ignition.
- CONTRACTOR shall provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security. Where materials, tools and equipment are stored within the Work area, CONTRACTOR shall provide secure lock up to protect against vandalism, theft and similar violations of security. OWNER accepts no financial responsibility for loss, damage, vandalism or theft.
- 4. CONTRACTOR operations shall not block, hinder, impede or otherwise inhibit the use of required exits during an emergency. CONTACTOR shall maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, and other access routes for fire fighting equipment and/or personnel.
- 5. With approval of OWNER and at the earliest feasible date in each area of the Work, complete installation of the permanent fire protection facilities including connected services and place into operation and use. Instruct OWNER personnel in use of permanent fire protection facilities.
- 6. In the event of an emergency drill or an actual emergency, designated by the sounding of the fire alarm and/or other sounding device, all construction activities must cease. CONTRACTOR shall evacuate the Work area and remain outside the Work area until permitted to return. No Work shall be conducted during the evacuation of a building or during an emergency.
- J. Temporary Security and Safety Measures:
  - 1. During performance of the Work in existing facilities CONTRACTOR shall provide, install and maintain substantial temporary barriers and/or partitions separating all Work areas from areas occupied by students, faculty and/or administrative staff.
  - 2. During performance of the Work in existing facilities and/or on a Project site occupied by students and where temporary barriers and/or partitions are not physically feasible, CONTRACTOR shall provide an employee meeting the requirements of Education Code Section 45125.2.(2) to continually supervise and monitor all employees of the CONTRACTOR and Subcontractor. For the purposes of this Section, CONTRACTOR employee shall be someone whom the Department of Justice has ascertained has not been convicted of a violent or serious felony as listed in Penal Code Section 667.5(c) and/or Penal Code Section 1192.7(c). To comply with this Section, CONTRACTOR shall have his employee submit his or her fingerprints to the Department of Justice pursuant to Education Code Section 45125.1(a).
  - 3. Penal Code Sections 290 and 290.4 commonly known as "Megan's Law", require, among other things, individuals convicted of sexually oriented crimes, to register with the chief of police where the convicted individual resides or with a county sheriff or other law enforcement officials. The CONTRACTOR shall check it's own employees and require each Subcontractor to check it's employees and report to the CONTRACTOR if any such employees are registered sex offenders. The CONTRACTOR shall check monthly during the life of the Contract to ascertain this information and report same to OWNER. Before starting the Work,

and monthly thereafter during the life of Contract, CONTRACTOR shall notify the OWNER in writing if any of it's employees and/or if any Subcontractor's employees is a registered sex offender. If so, CONTRACTOR shall proceed in accordance with Section 3.03 J.2 above.

- K. Temporary Access Roads and Staging Areas:
  - Due to the limited amount of on and off Project site space for the parking of staff and school visitor's vehicles there will be no parking of CONTRACTOR vehicles in areas designated for school use only. CONTRACTOR shall provide legal access to and maintain CONTRACTOR designated areas for the legal parking, loading, off-loading & delivery of all vehicles associated with the Work. CONTRACTOR shall be solely responsible for providing and maintaining these requirements whether on or off the Project site.
  - 2. Temporary access roads are to be installed and maintained by CONTRACTOR to all areas of the Project site.
  - CONTRACTOR will be permitted to utilize existing facility campus roads as designated by OWNER. CONTRACTOR shall only utilize those entrances and exits as designated by OWNER and CONTRACTOR shall observe all traffic regulations of OWNER.
  - 4. CONTRACTOR shall maintain roads and walkways in a clean condition including removal of debris and/or other deleterious material on a daily basis.

## 3.04 PROJECT SIGNAGE

- A. CONTRACTOR shall provide and install signage to provide directional information to construction personnel and visitors as follows and as reviewed by OWNER:
  - For construction traffic control/flow at Entrances/Exits, and as designated by OWNER.
  - 2. To direct visitors.
  - 3. For construction parking.
  - 4. To direct deliveries.
  - 5. For Warning Signs as required.
  - 6. Per CAL/OSHA standards as necessary.
  - 7. For trailer identification and Project site address.
  - 8. For "No Smoking" safe work site at designated locations.

## 3.05 TRENCHES

A. Open trenches for installation of utility lines (water, gas, electrical and similar utilities) and open pits outside barricaded working areas shall be barricaded at all times in a legal manner determined by CONTRACTOR. Trenches shall be backfilled and patch-paved within twenty-four (24) hours after approval of installation by authorities having jurisdiction or shall have "trench plates" installed. CONTRACTOR shall comply with all applicable statutes, codes & regulations regarding trenching and trenching operations. Open

trenches deeper than 3'-6", and not located within a public street access, shall be enclosed within an 8'-0" high chain-link fence.

### 3.06 DUST CONTROL

A. CONTRACTOR is responsible for dust control on and off the Project site. When Work operations produce dust the Project site and/or streets shall be sprinkled with water to minimize the generation of dust. CONTRACTOR shall clean all soils and debris from construction vehicles and cover both earth and debris loads prior to leaving the Project site. CONTRACTOR shall, on a daily basis, clean all streets and/or public improvements within the right of way of any and all debris, dirt, mud and/or other materials attributable to operations of CONTRACTOR.

# 3.07 WASH OUT

A. CONTRACTOR shall provide and maintain a minimum of one (1) wash out box of sufficient size and strength to provide for concrete mixer wash out. CONTRACTOR shall locate and relocate both the wash out boxes and wash out areas in order to accommodate the progression of the Work. The wash out area shall be located as to minimize the amount of potential run off onto adjacent private and/or public property. CONTRACTOR shall legally dispose of the contents of the wash out boxes and area on an as needed basis or as required by OWNER.

## 3.08 WASTE DISPOSAL

A. CONTRACTOR shall provide and maintain trash bins on the Project site. Trash bins shall be serviced on an as needed basis and CONTRACTOR is responsible for the transportation of and the legal disposal of all contents.

# 3.09 ADVERSE WEATHER CONDITIONS

- A. Should warnings of adverse weather conditions such as heavy rain and/or high winds be forecasted, CONTRACTOR shall provide every practical precaution to prevent damage to the Work, Project site and adjacent property. CONTRACTOR precautions shall include, but not be limited to, enclosing all openings, removing and/or securing loose materials, tools, equipment and scaffolding.
- B. CONTRACTOR shall provide and maintain drainage away from buildings and structures.

# 3.10 DAILY REPORTS

- A. CONTRACTOR shall provide and maintain in the Project site office of CONTRACTOR, a daily sign in sheet for use by all employees of CONTRACTOR and all Subcontractors at whatever tier. At the beginning of each work day, the foreman, project manager, superintendent of CONTRACTOR and/or Subcontractors shall visit the site office of the CONTRACTOR and shall enter onto the daily sign in sheet: all employee names; trade classification; and represented company. The completed sign in sheet shall serve as the basis of and shall be submitted with the daily construction report as set forth in Section 3.10 B.
- B. By the end of each workday, CONTRACTOR shall submit to OWNER and IOR a daily construction report denoting the daily manpower counts and a brief description/location of the workday activities. Manpower shall be broken down by trade classification such as foreman, journeyman or apprentice. The report shall also note the date, day of the week, weather conditions, deliveries, equipment on the Project site whether active and/or idle, visitors, inspections, accidents and unusual events, meetings, stoppages, losses, delays,

shortages, strikes, orders and requests of governing agencies, Construction Directive and/or Change Orders received and implemented, services disconnected and/or connected, equipment start up or tests and partial use and/or occupancies. CONTRACTOR shall also include on the daily construction report the above information for all Subcontractors at whatever tier.

#### MATERIALS AND EQUIPMENT

## PART 1 - GENERAL

#### 1.1 SECTION INCLUDES

A. This Section includes administrative and procedural requirements governing selection of products for incorporation into the Work.

#### 1.2 RELATED SECTIONS

A. Section 01040: Coordination C. Section 01300: Submittals

D. Section 01310: Construction Schedule E. Section 01420: Testing and Inspection

F. Section 01640: Substitutions G. Section 01740: Warranties

### 1.3 DEFINITIONS

- A. Definitions used in this Section are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and other similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.
  - 1. "Products" are items purchased for incorporation into the Work, whether purchased for the Work or taken from previously purchased stock. The term "product" includes the terms "material" and "equipment", and terms of similar intent.
    - a. "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
    - b. "Foreign Products", as distinguished from "domestic products", are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.
  - 2. "Materials" are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.
  - 3. "Equipment" is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

## 1.4 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
  - CONTRACTOR is to verify necessary lead times for all materials; however, when specified products are available only from sources that do not, or cannot, produce a quality adequate to complete Work in a timely manner, consult with the ARCHITECT to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a

determination has been made, select products from sources producing these qualities, to the fullest extent possible.

- B. Compatibility of Options: When the CONTRACTOR is given the option of selecting between two or more products for use in the Work, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion into the Work:
  - 1. No available domestic product complies with the Contract Documents.
  - 2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.
- D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer's or producer's nameplates or trademarks on exposed surfaces of products that will be exposed in view in occupied spaces or on the exterior.
  - 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:
    - a. Name of product and manufacturer
    - b. Model and serial number
    - c. Capacity
    - d. Speed
    - e. Ratings

# 1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
  - 1. Schedule delivery to minimize long-term storage at the Project site and to prevent overcrowding of work spaces.
  - 2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
  - 3. Deliver products to the Project site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
  - 4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
  - 5. Store products at the Project site in a manner that will facilitate inspection and measurement of quantity or counting of units.
  - 6. Store heavy materials away from structures in a manner that will not endanger the structure's supporting construction.

7. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

# PART 2 - PRODUCTS

#### 2.1 MATERIAL SELECTION

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.
  - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
- B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
  - 1. Proprietary Specification Requirements: Where Specifications name only a single material or manufacturer, provide the product indicated. No substitutions will be permitted.
  - Semi-proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.
    - a. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or approved equal", comply with General Condition Section 6.14 to obtain approval for use of an unnamed product.
  - 3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, list exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with the Contract Documents.
  - 4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
    - a. Manufacturer's recommendations may be contained in published material literature or by the manufacturer's certification of performance.
  - 5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard or regulation select a product that complies with the standards, codes, or regulations specified.
  - 6. Visual Matching: Where Specifications require matching an established Sample, decision of the ARCHITECT will be final on whether a proposed product matches satisfactorily.
  - 7. Visual Selection: Where specified product requirements include the phrase "... as selected from manufacturer's standard or premium colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The ARCHITECT will select the color, pattern, and texture from the product line selected.

# PART 3 - EXECUTION

# 3.1 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
  - 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

## **SUBSTITUTIONS**

## PART 1 - GENERAL

### 1.1 SECTION INCLUDES

A. This Section includes administrative and procedural requirements for handling requests for substitutions made after the Effective Date of the Contract.

#### 1.2 RELATED SECTIONS

A. Section 01300: Submittals

B. Section 01600: Materials and EquipmentC. Section 01700: Contract Close-out

# PART 2- PRODUCTS (Not applicable)

## PART 3- EXECUTION

#### 3.1 APPLICATION

- A. CONTRACTOR proposed changes in products required by the Contract Documents after the Effective Date of the Contract are considered to be requests for substitutions. OWNER will consider requests for substitution if a product is no longer manufactured and/or cannot be acquired from existing inventories. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by Addenda prior to bid date, are included in the Contract Documents.
  - 2. Revisions to the Contract Documents requested by OWNER or ARCHITECT.
  - 3. Specified options of products included in the Contract Documents.
  - 4. Substitutions requested after bid opening and prior to the Effective Date of the Contract.

#### 3.2 SUBMITTALS

- A. Transmit submittals as described in related Sections for each request for substitution.
  - 1. Identify the product to be replaced in each request. Include related Specification Section and Drawing number.
  - 2. Provide complete documentation denoting compliance with the requirements for substitutions, and the following information, as appropriate.
    - a. A detailed comparison of significant qualities of the proposed substitution with those specified in the Contract Documents. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - b. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
    - c. Samples, where applicable or requested.

- d. CONTRACTOR certification the proposed substitution conforms to requirements of the Contract Documents in every respect and is appropriate for the applications indicated.
- e. CONTRACTOR waiver of rights to an increase in the Contract Amount, Milestones and/or Contract Time that may subsequently become necessary because of the failure of the substitution to adequately perform.
- 3. If required, ARCHITECT will request additional information or documentation for evaluation. OWNER will notify CONTRACTOR of acceptance or rejection of the substitution.
- 4. ARCHITECT will review and consider request for substitution and make a recommendation to OWNER.
- 5. Where a proposed substitution involves and/or effects more than one Subcontractor, CONTRACTOR shall ensure each Subcontractor cooperates with the other Subcontractor involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of all products.
- 6. CONTRACTOR submittal and ARCHITECT review of Shop Drawings, Product Data, or Samples do not constitute an acceptable or valid request for substitution.

#### CONTRACT CLOSEOUT

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record documents submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. OWNER orientation and instruction.
  - 5. Final cleaning.
  - 6. Pest control.
- B. Closeout requirements for specific Work activities are included in the appropriate Sections in Divisions 02 through 16.

## 1.2 RELATED SECTIONS

A. Section 01080: Application for Payment

B. Section 01300: Submittals

C. Section 01310: Construction Schedule

D. Section 01500: Construction Facilities and Temporary Controls

E. Section 01740: Warranties

# PART 2 – PRODUCTS (Not applicable)

#### PART 3 - EXECUTION

## 3.1 SUBSTANTIAL COMPLETION

- A. Inspection Procedures: On receipt of a request for a certificate of Substantial Completion, OWNER will either authorize commencement of inspection or advise CONTRACTOR of unfilled requirements. IOR, OWNER, CONTRACTOR and ARCHITECT will inspect the Work and prepare a comprehensive punch list of items to be completed.
  - 1. IOR will repeat inspection when requested and assured the Work is complete.
  - 2. Results of the completed inspection will form the basis of the requirements for final inspection and Final Completion.
- B. Re-inspection Procedures: IOR, OWNER, CONTRACTOR and ARCHITECT will inspect the Work upon notice the Work, including final inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to OWNER.
  - 1. Upon completion of inspection, ARCHITECT will recommend Final Completion. If the Work is incomplete, ARCHITECT will advise CONTRACTOR of Work that is incomplete or of obligations that have not been fulfilled but are required for Final Completion.
  - 2. If necessary, re-inspection will be repeated, but may be assessed against CONTRACTOR if OWNER is subject to additional professional service and or additional costs of inspection.

#### 3.2 PROJECT RECORD DOCUMENT SUBMITTAL

- A. General: Do not use project record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for ARCHITECT, IOR and OWNER reference during normal working hours. Project record document shall be updated on a weekly basis. Prior to submitting each application for payment, secure IOR and ARCHITECT approval of project record documents.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white prints of Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which Drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
  - 1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work. Date and number entries in the same format as submitted. Call attention to entry by a "cloud" around the affected areas.
  - 2. Mark new information important to OWNER but was not shown on Drawings or Shop Drawings.
  - 3. Utility location and depth below finished grade and or above ceilings and attic spaces shall be fully dimensioned and indicated on record drawings. Dimensions shall be measured from building lines or permanent landmarks and shall be triangulated.
  - 4. Note related Change Order or Construction Directive numbers where applicable. RFC submissions shall be referenced on each affected sheet, plan and/or Shop Drawing.
  - 5. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
- C. Record Specifications: Maintain two complete copies of the Specifications, including Addenda. Include with the Specifications two copies of other written Contract Documents, such as Change Orders and/or Construction Directives issued during construction.
  - 1. Mark these record documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
  - 2. Give particular attention to substitutions and selection of options and information on concealed Work that cannot otherwise be readily discerned later by direct observation.
  - 3. Note related record document information with Product Data.
  - 4. Prior to Final Completion of the Work, submit record Specifications to ARCHITECT for OWNER records.
- D. Record Product Data: Maintain two copies of each Product Data submittal. Note related Change Orders and Construction Directives and mark-up of record drawings and Specifications.
  - 1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the Project site and from the manufacturer's installation instructions and recommendations.
  - 2. Giver particular attention to concealed products and portions of Work that cannot otherwise be readily discerned later by direct observation.
  - 3. Prior to Final Completion of the Work, submit complete set of record Product Data to the ARCHITECT for OWNER records.

E. Miscellaneous Records: Refer to other Specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date of Final Completion, complete and compile miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to ARCHITECT for OWNER records.

## 3.3 FINAL CLEANING

- A. General: The General Conditions specify general cleaning during the Work. General cleaning is included in Division 01 Section "Construction Facilities and Temporary Controls".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  - 1. Complete the following cleaning operations before requesting inspection for a certificate of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finished to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Vacuum carpeted surfaces.
    - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
    - e. Clean the Project site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

#### 3.5 PEST CONTROL

A. Prior to Substantial Completion, engage an experienced, licensed exterminator to make a final inspection and rid the Project site of rodents, insects, and other pests.

#### **WARRANTIES**

## PART 1 - GENERAL

## 1.01 SECTION INCLUDES

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers' standard warranties on products and special product warranties.
  - 1. Refer to the General Conditions for terms of the guarantee period for the Work.

# 1.02 RELATED SECTIONS

A. Section 01045: Cutting and Patching
B. Section 01600: Materials and Equipment
C. Section 01700: Contract Closeout

PART 2- PRODUCTS (Not applicable)

#### PART 3- EXECUTION

#### 3.01 WARRANTY REQUIREMENTS

- A. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties shall not relieve CONTACTOR of the warranty of the Work incorporating such materials, products and/or equipment. Manufacturer's disclaimers and limitations on warranties do not relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with CONTRACTOR.
- B. Standard warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to OWNER.
- C. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for OWNER.
- D. Related Damages and Losses: When correcting failed or defective warranted Work, remove and replace Work that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted Work.
- E. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement with the reinstated warranty equal to the original warranty.
- F. Replacement Cost: Upon determination the Work covered by a warranty has failed and/or is defective, replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents. CONTRACTOR is responsible for the cost of replacing or rebuilding defective Work regardless of whether OWNER has benefited from use of the Work through a portion of its anticipated useful service life.
- G. OWNER Recourse: Expressed warranties made to 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 OWNER can enforce such other duties, obligations, rights, or remedies.

- H. Rejection of Warranties: OWNER reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
- I. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, OWNER reserves the right to refuse to accept the Work until CONTRACTOR presents evidence the entities required to countersign such commitments have done so.

#### 3.02 SUBMITTALS

- A. Submit written warranties to ARCHITECT prior to Final Completion of the Work. If the certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, submit written warranties as set forth in the certificate of Substantial Completion.
  - 1. When a designated portion of the Work is partially used and or occupied by OWNER, submit properly executed warranties to ARCHITECT within fifteen (15) days of the Partial Use or Occupancy of the designated portion of the Work.
- B. When the Contract Documents require CONTRACTOR, or CONTRACTOR and a Subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document containing appropriate terms and identification, ready for execution by the required parties. Submit a draft to OWNER, through the ARCHITECT, for approval prior to final execution.
  - 1. Refer to Divisions 02 through 16 for specific content requirements and particular requirements for submitting special warranties.
- C. Form of Submittal: Prior to Final Completion of the Work, compile two copies of each required warranty properly executed by CONTRACTOR, or by CONTRACTOR and Sub contractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the Specifications.
- D. Bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ by 11" (115 by 280 mm) paper.
  - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the item 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 the installer.
  - 2. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project title and/or name, and name of CONTRACTOR.
  - 3. When warranted Work requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

## **SECTION 31 1000**

#### SITE CLEARING

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Contractor shall furnish all labor, materials, services, testing, transportation and equipment necessary for the completion of all site clearing work as required and as indicated on drawings and specified herein. Work materials and equipment not indicated or specified which is necessary for the complete and proper operation of the work of this Section in accordance with the true intent and meaning of the contract documents shall be provided and incorporated at no additional cost to the Owner.
- B. Removal of surface debris; removal of paving and curbs; removal of trees, shrubs, and other plant life; topsoil excavation; and repair of damaged vegetation and/or irrigation systems/system components.
- C. Removal of concrete and bituminous surfacing.

## 1.2 RELATED SECTIONS

- A. Section 01712: Field Engineering.
- B. Section 01160: Storm Water Pollution Control.
- C. Section 31 2200: Grading.

#### 1.3 REFERENCE STANDARDS

A. The work provided herein shall conform to and be in accordance with the Contract Plans, General Conditions/Specifications and Special Provisions, as well as the <u>Standard Specifications for Public Works Construction</u> ("GREENBOOK"), Latest Edition, adopted by the Southern California Chapter, American Public Works Association; herein referred to as the "Standard Specifications".

## 1.4 REGULATORY REQUIREMENTS

- A. The Contractor shall obtain all necessary permits, licenses, or agreements required by any legally constituted agency, pay for all fees and give all necessary notices required for the construction of the work. The School District shall reimburse the contractor for all necessary permits or inspection fees by any legally constituted agency.
- B. Perform all work of this Section in strict accordance with applicable Government Codes and Regulations especially meeting all safety standards and requirements of CAL/OSHA, the County and City in which the work is taking place. Provide additional measures, added materials and devices as may be needed as directed by the District Representative at no added cost to the District.
- C. Comply strictly to Rule 403 Fugitive Dust, South Coast Air Quality Management District.
- D. Coordinate clearing Work with utility companies.

#### 1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated.
- C. Do not commence site clearing operations until temporary erosion and sedimentation control measures are in place.
- D. Do not direct vehicle or equipment exhaust towards protection zones.
- E. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- F. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

## PART 2 - PRODUCTS

2.1 Satisfactory Soil Materials: Requirements for satisfactory soil materials are specified in Section 02310 – Grading, part 2.01D.

#### PART 3 - EXECUTION

#### 3.1 PREPARATION

- Verify that existing plant life designated to remain is tagged or identified.
- B. Protect and maintain benchmarks and survey control points from disturbance during construction.
- C. Identify a waste area for placing removed materials.

# 3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Retain first paragraph below if tree- or plant-protection zones are required.
- C. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- D. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.

E. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

#### 3.3 PROTECTION

- A. Protect existing structures and site improvements indicated to remain from damage by approved methods and/or as authorized by the District Representative. Removal of all protections shall be when work of this Section is completed or when so authorized by the District Representative.
- B. Protect Existing Utilities indicated or made known to remain traversing the job-site and serving existing adjacent facilities.
- C. Protect Existing Trees and Shrubs indicated to remain by providing temporary surrounding fencing so located a sufficient distance away so that trees and shrubs will not be damaged by site-clearing operations.
  - 1. Protection Barrier: A protection barrier shall be installed around the shrubs or trees to be preserved. The barrier shall be constructed of a durable fencing material, such as plastic construction fencing, snow fence, or chain link. The barrier shall be placed at or beyond the drip line. "Drip line" as referred to herein means a line which may be drawn on the ground around the tree directly under its outermost branch tips and which identifies that location where rainwater tends to drip from the tree. Placement of barrier to be approved by District Representative (Grounds Supervisor). If barrier is placed inside the drip line, then 3/4 inch plywood must be placed over the root zone up to the drip line. The fencing shall be maintained in good repair throughout the duration of the project, and shall not be removed, relocated, or encroached upon without permission of the District Representative (Grounds Supervisor).
  - 2. Storage of Materials: There shall be NO storage of materials or supplies of any kind within the area of the protection barriers. Concrete, cement, asphalt materials, block, stone, sand and soil shall not be placed within the drip line of the tree(s).
  - Fuel Storage: Fuel storage shall NOT be permitted within 150 feet of any tree to be preserved. Refueling, servicing and maintenance of equipment and machinery shall NOT be permitted within 150 feet of protected trees.
  - 4. Vehicles/equipment: NO parking or driving of vehicles or storage of equipment shall be permitted within the drip line of any tree to be preserved.
  - 5. Debris and Waste Materials: Debris and waste from construction or other activities shall NOT be permitted within protected areas. Wash down of Concrete, cement or asphalt handling equipment, in particular shall NOT be permitted within 150 feet of protected areas.
  - 6. Grade Changes: Grade changes can be particularly damaging to trees. Any grade changes should be approved by the District Representative (Grounds Supervisor) before construction begins and precautions taken to mitigate potential injuries.
  - 7. Damages: Any damages or injuries to the preserved trees (including pruning or cutting of such trees not in conformity with the International Society of Arboricultural Pruning Guidelines and ANSI A300 Pruning Standards) shall be reported immediately to the District Representative (Grounds Supervisor). Severed roots shall be pruned cleanly to healthy tissue, using proper pruning tools. Broken branches/limbs shall be pruned according to International Society of Arboricultural Pruning Guidelines and ANSI A300 Pruning Standards. In the event that any damage, injury, improper pruning or cutting of a protected tree is deemed to be so substantial as to require its replacement (such determination to be made in the sole discretion of the District Representative), Contractor

shall replace such tree with the same species and variety of tree, up to a box size of 48 inches, or if no such replacement is available, with a substitute species or variety as determined in the sole discretion of the District Representative. Any replacement tree shall be approved in advance by the District Representative. The value of the tree to be replaced shall be determined by a Certified Arborist selected by Contractor from the District's approved list of Registered Consulting Arborists. To the extent that the value of the replaced tree as determined by the Certified Arborist exceeds the cost of the replacement tree, Contractor shall be liable to District for such difference in value in addition to all costs associated with replacement of the damaged tree.

- 8. Removal of Existing Tree or Shrub: Prior to removing or cutting any trees designated for removal, the contractor shall coordinate with the District's Ground Supervisor. In the event that Contractor, a Subcontractor, Sub-Subcontractor, material supplier or anyone else performing the Work of the Contract willfully, negligently or mistakenly removes any tree or shrub not designated for removal, Contractor shall immediately report such removal to the District Representative (Grounds Supervisor). Contractor shall replace such tree with the same species and variety of tree, up to a box size of 48 inches, or if no such replacement is available, with a substitute species or variety as determined in the sole discretion of the District Representative. Any replacement tree shall be approved in advance by the District Representative. The value of the tree to be replaced shall be determined by a Certified Arborist selected by Contractor from the District's approved list of Registered Consulting Arborists. To the extent that the value of the replaced tree as determined by the Certified Arborist exceeds the cost of the replacement tree, Contractor shall be liable to District for such difference in value in addition to all costs associated with replacement of the damaged tree.
- 9. Unauthorized Tree Removal or Injury: Criminal Penalties: Reference is made to California Penal Code §384a which provides that any person who willfully or negligently cuts, destroys, mutilates or removes any tree or shrub or portion thereof growing on public land without a written permit from the owner of said public land is guilty of a misdemeanor, subject to a fine of up to \$1,000, imprisonment in county jail for up to 6 months, or both. Contractor is advised that, in addition to all remedies provided herein and in the Contract Documents, the District shall cooperate with appropriate authorities in prosecuting and enforcing Penal Code §384a and other criminal sanctions as appropriate concerning trees and shrubs located on District property.
- 10. Preventive Measures: Before construction begins fertilization of the affected areas to be applied at a rate to be determined by the District Representative (Grounds Supervisor).
- D. Protect bench marks, survey control points, and existing structures from damage or displacement.
- E. Protection of Persons and Property (existing structures and site improvements):
  - 1. Provide barricades, warning signs at open depressions and holes on adjacent property and public accesses.
  - 2. Provide operating warning lights during hours from dusk to dawn each day or as otherwise required.
  - 3. Protect existing remaining structures, utilities, sidewalks, pavements other facilities from damage as caused by settlement, undermining, washout or other hazards created by site-clearing operations of this Section.
- F. Use means necessary to prevent dust from becoming a nuisance to the public, to neighbors and to others performing work on or near the job-site.
- G. Maintain access to the job-site at all times.

#### 3.4 CLEARING AND GRUBBING

- A. Clear areas required for access to site and execution of Work.
- B. Remove all rubbish and debris existing and resulting from work operations of this Section as soon as possible, do not allow to pile up. Do not burn rubbish and debris on the job-site.
- C. Where active utility lines need to be capped or plugged, perform such work in accordance with requirements of the Utility Company.

#### 3.5 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Excavate and remove associated plumbing piping.
- C. Prior to demolition work, the Contractor shall notify the District Representative to identify the existing items for salvage purposes. The materials identified for salvage shall be returned to the District in a timely manner agreed upon by the District Representative.

#### 3.6 REPAIRS

- A. During demolition and construction, ensure that trees, shrubs and other plant material and vegetation are protected inside and outside of the work zone and that the vegetation is being watered, maintaining the proper moisture content according to the season. Failed vegetation, including sod, due to lack of water, and/or plant material destroyed during construction period are to be replaced to equal or better size and condition at no additional cost to the District.
- B. If the irrigation system is damaged or modified during construction, it shall be repaired to the Districts standards, and shall be in equal or better condition than prior to damage or modification. All repairs shall be, inspected and approved by the District Representative (Grounds Supervisor) prior to backfilling or covering of said repairs. The District representative requires forty-eight hours prior notice, when contractor requests inspection of completed repairs. All repairs shall be made so as to ensure proper operation prior to the close of the contract at no additional cost to the District.
- C. Controller Wires: If damaged, cut or removed, repair by splicing, soldering and silicone sealing. To ensure proper operation, reconnect the wires to the valve to correspond with the map on the controller to the correct station.
- D. Hydraulic Tubes: If damaged/cut or removed, repair by replacing the tubing using equal or better material.
- E. Valves: If damaged, repair/replace with equal or better material. All valves are to be flushed/cleaned thoroughly.
- F. Mainlines: If damaged, repair/replace with equal or better material. All lines are to be flushed/cleaned thoroughly.
- G. Lateral Lines: If damaged, repair/replace with equal or better material. All lines are to be flushed/cleaned thoroughly.
- H. Irrigation Heads: If damaged, repair/replace with equal or better material. All heads are to be flushed and filters cleaned thoroughly.
- I. Controllers: If damaged repair/replace with equal or better material.

- J. Backflow Prevention Devices: If damaged, repair/replace with equal or better material.
- K. Gate/Ball/Quick Coupler Valves: If damaged repair/replace with equal or better material.
- L. Valve Boxes: If damaged, repair/replace with equal or better material. Concrete boxes and concrete lids with the appropriate markings for identification shall be used. The top of the box shall be buried below finish grade, equal to existing depth or deeper. The top of the valve stems shall be 6" below the underside of the top of the box.
- M. Construction in grass areas: Sod shall be removed by sod cutting at a soil depth of 2", stored on site, and watered on a daily basis. Upon completion of work, stored sod shall be reinstalled over the areas disrupted due to construction. An option may be to bypass cutting the sod, however at the completion of the project, finish grading and installation of new Hybrid Bermuda GN -1 sod over the areas disrupted by construction shall be required.

#### 3.7 EXCESS MATERIALS DISPOSAL

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other non-recyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

#### 3.8 SITE CLEANUP

A. Cleanup of branches, limbs, logs, or any other debris resulting from any operations shall be promptly and properly accomplished. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs, or other debris be allowed in such a manner as to result in a hazard to the public. All debris shall be cleaned up each day before the work clew leaves the site, unless permission is given by the Owner to do otherwise. All lawn areas shall be raked, all streets and sidewalks shall be swept, and all brush, branches, rocks or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of operations.

**END OF SECTION** 

#### **SECTION 31 2200**

#### **GRADING**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. General exterior grading, cutting and filling, including grading for building area, paving, planting areas, banks and hillsides.
- B. Related Requirements:
  - 1. Division 01 General Requirements.
  - 2. Section 31 1000 Site Clearing.
  - Section 31 2326 Base Course.
  - 4. Section 32 9000 Planting.

#### 1.02 PROJECT REQUIREMENTS

- A. General:
  - 1. Fees: Pay as required by authorities having jurisdiction over the area.
  - 2. Bonds: Post as required by authorities having jurisdiction over the area.
  - 3. Haul Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.
  - 4. Before grading, contact Underground Service Alert of Southern California (USASC) for information on public buried utilities and pipelines. Retain the services of an underground utility locator for on-site utilities.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

A. Materials shall conform to requirements specified in this and related sections.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Protect and maintain installed stakes until their removal is required for the Work. Provide replacement grade or location stakes lost or disturbed.
- B. Install grade stakes and compare to indicated grades. If discrepancies are found between existing grades and grades indicated on Drawings, do not proceed until discrepancies are resolved.

#### 3.02 ROUGH AND FINE GRADING

- A. Rough grade area sufficiently high to require cutting by fine grading:
  - 1. Grade area for bituminous surfacing and other paving to the indicated grades, equal to the section of the indicated base and pavement.
  - 2. Slope banks to required finish grades as cut progresses or leave cuts full and finish grade by mechanical equipment to provide grades and soil densities indicated on the Drawings.
  - 3. Rough grade, fill and compact banks beyond indicated finish grades. Finish grade banks and slopes to indicated grades and specified soil densities.
  - 4. Grade Only Areas: In areas not indicated to receive pavement, rough grade to approximate finish grades and then scarify, moisten and roll to obtain required density and indicated finish grades.
  - 5. Tolerances: Finish grades shall be within a tolerance of 0.05 inch per foot above or below grades indicated. Provide an average grade as indicated.

#### B. Base or Subgrade:

- 1. After subgrade has been constructed to approximate required grades, scarify to a depth of at least 6 inches:
  - a. After scarifying, process loosened material to a finely divided condition and adjust moisture content to optimum condition by addition of water, addition and blending of dry suitable material, or by drying of existing material.
  - Subgrade material shall be compacted by tamping, sheepsfoot rollers or pneumatic tire rollers. Required relative compaction shall be 90 percent minimum for the top 6 inches below subgrade.
  - c. Install base course in accordance with Section 31 2326 Base Course.
- 2. Tolerance of completed grades of base or subgrade shall not vary more than 0.03 inch per foot from grades indicated. Provide an average grade as indicated.

#### 3.03 SHORING

- A. Provide shoring as necessary to properly and safely support earth sides of excavations, and existing curbs, sidewalks, gutter, drives and stairs, against movement and collapse.
- B. Design and Calculations: Provide in accordance with requirement of CalOHSA.

- C. Remove shoring upon completion of the Work of this section or when no longer needed unless required otherwise by authorities having jurisdiction.
- 3.04 EXCESS MATERIAL DISPOSAL
  - A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.
- 3.05 PROTECTION
  - A. Protect the Work of this section until Substantial Completion.

**END OF SECTION** 

#### **SECTION 31 2326**

#### **BASE COURSE**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section Includes:
  - 1. Installation of base material.
- B. Related Requirements:
  - 1. Division 01 General Requirements.
  - 2. Section 31 1000 Site Clearing.
  - 3. Section 31 2200 Grading.

#### 1.02 SUBMITTALS

- A. Crushed aggregate base (CAB) shall consist of native rock without naturally occurring asbestos or recycled materials.
- C. Product Data: Submit material source, technical information and test data for base materials. Gradation and quality certifications shall be dated within 30 days of the submittal.
- D. Sample: Submit sample of proposed base course material.

#### 1.03 QUALITY ASSURANCE

A. Comply with the following as a minimum requirement: Standard Specifications for Public Works Construction, current edition.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Crushed Aggregate Base (CAB) materials shall conform to the requirements of the Standard Specifications for Public Works Construction: Section 200 Rock Materials.
- B. Crushed Miscellaneous Base (CMB) or materials generated on site shall not be used as a base course material.

### 2.02 MATERIAL APPROVAL

A. Base material shall be inspected by the Project Inspector for gradation and material content prior to installation. The OWNER may choose to have additional tests performed by a geotechnical engineer, retained by the OWNER, before installation.

#### PART 3 - EXECUTION

#### 3.01 INSTALLATION

- A. Install base course material in layers not exceeding 4 inches in thickness, unless required otherwise. Grade and compact to indicated levels or grades, cut and fill, water and roll until the surface is hard and true to line, grade and required section. Provide a relative compaction of at least 95 percent, unless otherwise required.
- B. Grade base course to elevations indicated on Drawings, ready to receive surfacing, in accordance with Section 31 2200 Grading.
- 3.02 PROTECTION
  - A. Protect the Work of this section until Substantial Completion.
- 3.03 CLEANUP
  - A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

**END OF SECTION** 

#### **SECTION 32 1827**

#### NATURAL WARNING TRACK SURFACING

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Section includes:
  - 1. Decomposed granite over crushed aggregate base.
- B. Related Requirements:
  - 1. Division 01 General Requirements.
  - 2. Section 31 2200 Grading.
  - 3. Section 31 2326 Base Course.

#### 1.02 PROJECT REQUIREMENTS

A. Unless otherwise indicated on the Drawings, track sub-grade soils shall be graded 7 inches below final finish grades indicated on the Drawings. A 4-inch layer of compacted crushed aggregate base shall be installed to the required finish grades. A 3-inch layer of compacted decomposed granite shall then be installed to the required finish grades.

#### 1.03 REGULATORY REQUIREMENTS

- A. Hauling Routes and Restrictions: Comply with requirements of governing authorities having jurisdiction over the Work.
- B. Fees: Pay fees and post bonds for import or export of earth and rock materials as required by authorities having jurisdiction over the Work.

#### 1.04 SUBMITTALS

- A. Submit in accordance with Section 01 3300 Submittal Procedures.
- B Submit a five pound sample and sieve analysis per ASTM C136 for decomposed granite.
- C. Submit set of computerized calculations prepared by a licensed engineer that verifies accurate distance around track for each lane and each race. Calculations shall conform to appropriate governing body National Federation of State High School Association.
- D. Submit scaled drawing showing markings on track.

#### 1.05 QUALITY ASSURANCE

A. Comply with the Standard Specifications for Public Works Construction, current edition, except as modified herein.

B. Provide evidence of successful experience by the installer in the Work of this section.

#### 1.06 DELIVERY, STORAGE AND HANDLING

A. Do not install decomposed granite during rainy conditions.

#### PART 2 - PRODUCTS

#### 2.01 CRUSHED AGGREGATE BASE

A. Base materials shall comply with Section 31 2326 - Base Course.

#### 2.02 DECOMPOSED GRANITE

A. Decomposed granite shall be 2 mil track fine available from West Coast Sand and Gravel, Gail Materials, or equal.

#### PART 3 - EXECUTION

#### 3.01 PREPARATION OF SUBGRADE

A. The sub-grade shall be graded to an elevation 7 inches lower than the finish grades indicated on the Drawings or as required to match existing track profile. After the warning track and straight-aways are graded to the required elevations, they shall be compacted and/or rolled as required by Section 31 2200 - Grading. Sub-grade shall then be dragged or floated to provide a uniform surface, free from any irregularities.

#### 3.02 INSTALLATION OF CRUSHED AGGREGATE BASE

A. 4-inch layer of crushed aggregate base material shall be installed in accordance with Section 31 2326
 Base Course. Grade to indicated levels or grades, and roll until the surface is true to line and required section.

#### 3.03 INSTALLATION OF DECOMPOSED GRANITE

A. A finish layer of decomposed granite shall then be spread over the entire track and straightaway to finish grades. The entire surface shall then be moistened to provide full depth moisture penetration. While the decomposed granite is still thoroughly moist, roll the material with suitable compaction equipment to provide at least 90 percent relative compaction. Surface shall be filled as required and again rolled to produce a 3-inch thick (or as required to match existing track profile) uniform plane with proper drainage and slopes. Compaction with a wacker or vibratory roller is not permitted.

## 3.04 PROTECTION

A. Protect the Work of this section until Substantial Completion.

#### 3.05 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

#### **END OF SECTION**

#### SECTION 32 8413 IRRIGATION SYSTEM

#### PART 1 - GENERAL

#### 1.01 GENERAL CONDITIONS

A. The requirements of the "General Conditions of the Contract" and of Division 1, "General Requirements", shall apply to all work of this Section with the same force and effect as though repeated in full herein.

#### 1.02 DESCRIPTION

A. Scope of Work: Provide all labor, materials, transportation, and services necessary to furnish and install the Irrigation System as shown on the Drawings and described herein.

#### 1.03 QUALITY ASSURANCE & REQUIREMENTS

- A. Qualifications: The Contractor and its on-site job superintendent shall have regularly engaged and specialized, for the preceding five years, in the installation of irrigation systems of similar scope, size and complexity as the system being installed under this contract.
- B. Permits and Fees: The Contractor shall secure the required licenses and permits, make payments of charges and fees required, give required notices to public authorities and verify permits secured or arrangements made by others affecting the work of this section.
- C. Manufacturer's Directions: Manufacturer's directions and detailed drawings shall be followed in all cases where the manufacturers of articles used in this Contract furnish directions covering points not shown in the Drawings and Specifications.

#### D. Ordinances and Regulations:

- 1. Comply with all local, municipal and state laws, rules and regulations.
- Conform to applicable provisions of the latest editions of the California Building Code, Uniform Plumbing Code, the National Electric Code and all codes properly governing the materials and work at the project site.
- 3. All Water District, municipal and state laws, and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these Specifications and shall apply to all work of this Section with the same force and effect as though repeated in full herein. The Contractor shall carry out their provisions. Anything contained in these Specifications shall not be construed to conflict with any of the above rules, regulations, or requirements. However, when these Specifications and Drawings call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of these Specifications and Drawings shall take precedence.

#### E. Explanation of Drawings:

- 1. Due to the scale of the Drawings, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required. The Contractor shall carefully investigate the structural and finished conditions affecting all of his work and plan his work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed. The work shall be installed in such a manner as to avoid conflicts between the irrigation system, planting, underground utilities, above ground utilities and architectural features.
- 2. All work called for on the Drawings by notes or details shall be furnished and installed whether or not specifically mentioned in the Specifications.
- 3. The Contractor shall not willfully install the irrigation system as shown on the Drawings when it is obvious in the field that obstructions, grade differences, or discrepancies in area dimensions exist that might not have been considered in engineering. Such obstructions or differences should be brought to the attention of the District's Authorized Representative. In the event this notification is not performed, the Contractor shall assume full responsibility for any revision necessary.

### F. Reference specification and standards:

- ASTM: D1784 Rigid Poly (Vinyl Chloride) Compounds and Chlorinated Poly (Vinyl Chloride) Compounds.
- 2. ASTM: D1785 Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80 and CL200.

- 3. ASTM: F441 Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe, Schedules 40, 80 and CL200.
- 4. ASTM: D2464 Threaded Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 80.
- 5. ASTM: F437 Threaded Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 80.
- ASTM: D2466 Socket-Type Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- ASTM: F438 Socket-Type Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe Fittings, Schedule 40.
- 8. ASTM: F2564 Solvent Cements for Poly (Vinyl Chloride) (PVC) Plastic Pipe and Fittings.
- 9. ASTM: F493 Solvent Cements for Chlorinated Poly (Vinyl Chloride) (CPVC) Plastic Pipe and Fittings.
- 10. The latest edition of the California Building Code.
- 11. The latest edition of the regulations for the construction of irrigation water systems within the local Water District

#### 1.04 SUBMITTALS

#### A. Material List:

- The Contractor shall furnish the articles, equipment, materials, or processes specified by name in the Drawings and Specifications. No substitution will be allowed without prior written approval by the District's Authorized Representative.
- Complete material list shall be submitted prior to performing any work. Material list shall include the manufacturer, model number, and description of all materials and equipment to be used.
- Although manufacturer and other information may be different, the following is a guide to proper submittal format:

<u>lt</u>	<u>Manufacturer</u>	Model Number	<u>Description</u>
<u>em</u> 1.	Pacific Plastics	Mainline piping per Specification	PVC Class 315 with solvent welded joints for sizes 2" and larger and PVC Schedule 40 with solvent welded for sizes 1-1/2" and smaller.
2.	Paige Electric	Irrigation Control wire	# 14 UF UL approved for control wire and # 12 UF UL approved for common wire.
3.	Nibco	T-113	T-113 with bronze cross handle - 3" and smaller.
4.	Hunter	I-25-04-SS-R	4" pop-up Rotor head for recycled water
5.	Etc.	Etc.	Etc.

- 4. Irrigation submittal must be specific and complete with a full description of product use. All items must be listed and should include solvent/primer, wire, wire connectors, valve boxes, etc. No copies of manufacturer's literature (catalog cuts) are required as submittal information.
- 5. The Contractor may submit substitutions for equipment and materials listed on the Irrigation Drawings by following procedures as outlined in Section 1.06 of the Irrigation Specifications.
- 6. Equipment or materials installed or furnished without prior approval of the District's Authorized Representative may be rejected and the Contractor may be required to remove such materials from the site at his own expense.
- Approval of any item, alternative or substitute, indicates only that the product or products apparently
  meet the requirements of the Drawings and Specifications on the basis of the information or samples
  submitted.
- 8. Manufacturer's warranties shall not relieve the Contractor of his liability under the guarantee. Such warranties shall only supplement the guarantee.

#### B. Record Drawings:

 The Contractor shall provide and keep up-to-date a complete record set of plain paper copy prints which shall be corrected daily, showing every change from the original Drawings and Specifications

- and the exact installed locations, sizes, and kinds of equipment. Prints for this purpose may be obtained from the District's Authorized Representative at cost. This set of drawings shall be kept on the site and shall be used only as a record set.
- 2. These drawings shall also serve as work progress sheets and shall be the basis for measurement and payment for work completed. These drawings shall be available at all times for observation and shall be kept in a location designated by the District's Authorized Representative. Should the record drawing progress sheets not be available for review or not be up-to-date at the time of any observation (refer to Section 3.10 Site Observation Schedule), it will be assumed no work has been completed and the Contractor may be assessed by the District the cost of that site visit at the current billing rate of the District's Authorized Representative. No other observations shall take place prior to payment of that assessment.
- 3. The Contractor shall make neat and legible notations on the record drawing progress sheets daily as the work proceeds, showing the work as actually installed. For example, should a piece of equipment be installed in a location that does not match the plan, the Contractor must indicate that equipment has been relocated in a graphic manner so as to match the original symbols as indicated in the irrigation legend. The relocated equipment and dimensions will then be transferred to the original record drawing plan at the proper time.
- 4. Before start of plant establishment, the Contractor shall provide the completed irrigation red lined set of "as-built" record drawings to the District's Authorized Representative for review and approval. After review and approval of the red lined set of "as-built" record drawings by the District, "as-built" information shall be transferred to AutoCad electronic drawing files. Electronic files of irrigation system will be provided by District. Dimensions shall be made so as to be legible even on the final controller chart. Provide AutoCAD submittal plot for District's review and approval prior to fabricating the controller charts. Update AutoCAD electronic files of "as-built" drawings in accord with District's requirements.
- 5. The Contractor shall be responsible for preparation of irrigation "as-built" record drawings in AutoCAD format. As an option, the Contractor may request to have the irrigation "as-built" record drawings prepared by the irrigation designer. If the Contractor elects to have the irrigation "as-built" record drawings prepared by the irrigation designer, the Contractor shall provide the irrigation designer with a copy of the redlined the irrigation "as-built" record drawings approved by the District's Authorized Representative at start of plant establishment. The irrigation designer will transfer Contractor's redlined irrigation "as-built" record drawing information in AutoCAD format to the Contractor within 30 days of the request. Failure of the Contractor to provide red lined "as-built" information to the irrigation designer at the required time could result in an extension of the plant establishment period. Extension of the plant establishment period caused by the Contractor non-performance to provide the irrigation designer with a copy of the redlined the irrigation "as-built" record drawings approved by the District's Authorized Representative shall be at no additional cost to the District. The Contractor shall pay all costs involved for preparation of the irrigation "as-built" record drawings in AutoCAD format to the irrigation designer. This cost shall be included as a part of the Contractor's bid and no additional compensation shall be paid to the Contractor by the District.
- 6. The Contractor shall dimension from two (2) permanent points of reference, such as building corners, sidewalk edges, road intersections, etc., the location of the following items:
  - a. Connection to existing water lines.
  - b. Connection to existing electrical power.
  - c. Gate valves.
  - d. Routing of sprinkler pressure lines (dimension max. 100' along routing and at each change of direction).
  - e. Electric control valves.
  - f. Routing of control wiring and flow sensor cable.
  - g. Quick coupling valves.
  - h. Other related equipment as directed by the District's Authorized Representative.
- 7. Prior to the start of maintenance, the Contractor shall deliver the corrected and completed mylars, prints and electronic files of the of irrigation "as-built" record drawings to the District's Authorized Representative. Submittal shall include one set of bond plots and one set of mylar plots along with one digital file on CD-ROM of the irrigation "as-built" record drawings in AutoCAD format and PDF format. Delivery of the mylars, prints and electronic files will not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the redlined prints.
- C. Controller Charts:

- As-built drawings shall be reviewed by the District's Authorized Representative before controller charts are prepared.
- 2. Provide two controller charts for each controller supplied.
- 3. The chart shall show the area controlled by the automatic controller and shall be 11" X 17" in size and shall be prepared in AutoCAD format in the same manner as "as-built" record drawings.
- 4. The chart is to be a reduced drawing of the actual installed system. However, in the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a size that will be readable when reduced.
- 5. The chart shall be a plain paper copy print and a different color shall be used to indicate the area of coverage for each station.
- 6. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils.
- These charts shall be completed approved and shall be turned over to the District prior to start of landscape maintenance. Also, include one digital file on CD-ROM of the irrigation controller charts in PDF format shall be included on the record drawing CD-ROM.
- D. Operation and Maintenance Manuals:
  - 1. Prepare and deliver to the District's Authorized Representative within ten calendar days prior to completion of construction, two hard-cover, three-ring binders containing the following information:
    - a. Index sheet which states Contractor's name, address, and telephone number, and which lists each installed equipment and material item, including names and addresses of manufacturers' local representatives.
    - b. Catalog and parts sheets on every material and equipment item installed under this Contract.
    - c. Complete operating and maintenance instructions on all major equipment.
    - d. Guarantee statement.
  - In addition to the above-mentioned maintenance manuals, provide the District's maintenance
    personnel with instructions for major equipment and show evidence in writing to the District's
    Authorized Representative prior to start of landscape maintenance that this service has been
    rendered.
- E. Equipment to be furnished:
  - Supply as a part of this contract the following:
    - a. Operation and maintenance manuals.
    - b. One (1) set of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
    - c. A minimum of one (1) five-foot key for operation of gate valves. Provide one (1) key for each type of operating device (2" operating nut, cross handle, etc.).
    - Two (2) quick coupler keys and matching hose swivel for each type of quick coupling valve installed.
    - e. Color-coded controller charts laminated between 2 pieces of 10 mil plastic for a total thickness of 20 mils– Provide two charts for each controller.
    - f. "As-built" record drawings of irrigation plans.
    - g. Completed Irrigation Guarantee Statement.
    - h. Acceptance document to be signed by District's authorized representative.
  - The above-mentioned equipment shall be turned over to the District prior to start of landscape
    maintenance. Before landscape maintenance and final observation to start can occur, evidence that
    the District has received these items must be shown to the District's Authorized Representative.
    Refer to "TURNOVER, AND ACCEPTANCE FORM" portion of these specifications for additional
    information.
- F. Checklist:
  - 1. Provide the District with the following checklist information at the end of each segment of the project. This checklist shall be completed prior to start of maintenance.

- a. Plumbing permits obtained: If none required, so state.
- b. Material approvals. By whom approved and date.
- c. Pressure line tests: By whom approved and date.
- d. Manufacturer's warranties, if required: Recipient and date.
- e. Written guarantee: Recipient and date.
- f. Lowering of heads in lawn areas: If not complete, so state and include anticipated completion date.
- g. Install anti-drain valve protection as required to prevent low head drainage.

#### 1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Handling of PVC Pipe and Fittings: The Contractor is cautioned to exercise care in handling, loading, unloading, and storing PVC pipe and fittings. All PVC pipe shall be transported in a vehicle, which allows the length of pipe to lie flat so as not to subject it to undue bending or a concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded, and if installed, shall be replaced with new piping.

#### 1.06 PROJECT CONDITIONS

A. Before excavation, contact the "Underground Service Alert of Southern California" (USASC) for information on buried utilities and pipelines.

#### 1.07 QUALIFICATION OF IRRIGATION PERSONNEL

- A. Contractor and on site field superintendent shall have the following minimum qualifications:
  - 1. Not less than five years continuous experience in installation of commercial irrigation systems.
  - 2. Upon District's request, supply a list of references listing successfully completed commercial irrigation systems.

#### 1.08 SUBSTITUTIONS

- A. If the Contractor wishes to substitute any equipment or materials for the equipment or materials listed on the Drawings and Specifications, he may do so by providing the following information to the District's Authorized Representative for review:
  - 1. Provide a statement indicating the reason for making the substitution. Use a separate sheet of paper for each item to be substituted.
  - Provide descriptive catalog literature, performance charts and flow charts for each item to be substituted.
  - 3. Provide the amount of cost savings if the substituted item is approved.
- B. The District's Authorized Representative shall have the sole responsibility in accepting or rejecting any substituted item as an approved equal to the equipment and materials listed on the Drawings and Specifications.

#### 1.09 GUARANTEE

- A. The guarantee for the irrigation system shall be made in accordance with the attached form. The General Conditions and Supplementary Conditions of these Specifications shall be filed with the District prior to acceptance of the irrigation system.
- B. A copy of the guarantee form shall be included in the operations and maintenance manual.
- C. The guarantee form shall be re-typed onto the Contractor's letterhead and shall contain the following information:

#### **GUARANTEE FOR IRRIGATION SYSTEM**

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Drawings and Specifications, ordinary wear and tear, unusual abuse, or neglect accepted. We agree to repair or replace any defects in material or workmanship which may develop during the period of one year from date of acceptance and to repair or replace any damage resulting from the repairing or replacing of such defects at no additional costs to the Los Alamitos School District (District). We shall make such repairs or replacements within a reasonable time, as determined by the District, after receipt of written notice. In the event of our failure to make such repairs or replacements within a reasonable time after receipt of written notice from the District, we authorize the District to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT NAME:				
PROJECT LOCATION:	_			
SIGNED BY:				
CONTRACTORS ADDRESS:				
CONTRACTOR'S PHONE NO.:				
DATE OF ACCEPTANCE:	_			
DATE OF ACCEPTANCE:	_			

#### 1.10 Turnover to District

The following checklist, turnover and acceptance forms shall be re-typed onto the Contractor's letterhead. The form shall be completed by the contractor and shall contain the all of the information shown on this sample checklist form and turned over to the District prior to start of maintenance:

TURNOVER, AI	ND ACCEPTANCE FORM				
PROJECT NAME:PROJECT LOCATION:					
TURNOVER ITEMS:					
□ One (1) set of special tools required and valve supplied on this project. □ A minimum of one (1) five-foot key for operating device (2" operating nut, or operating nut, or operating device (2" operating nut, or operating nut, or operating device (2" operating nut, or opera	A minimum of one (1) five-foot key for operation of gate valves. Provide one (1) key for each type of operating device (2" operating nut, cross handle, etc.).  Two (2) quick coupler keys and matching hose swivel for each type of quick coupling valve installed.				
DELIVERED BY:	ACCEPTED BY:				
Name of Contractor	Name Of District Director of Facilities				
Name of contractor's authorized representative	Name of District authorized representative				
Signature contractor's authorized representative	Signature District authorized representative				
Date of deliverance to District	Date of acceptance by District				

#### 2.01 MATERIALS

- A. General: Use only new materials of brands and types noted on drawings, specified herein, or approved equals.
- B. PVC Pressure Main Line Pipe and Fittings: (Use Purple pipe for irrigation systems carrying recycled water)
  - Pressure main line piping for size 3" and larger shall be Class 200, PVC plastic, ASTM D1785, Type I, Grade I with rubber gasketed bell and spigot connections for size 4 in. and larger. The insertion mark shall be visible to show proper depth into spigot. Harco joint restraints shall be installed in accord with manufacturer's recommendations.
    - All fittings including but not limited to bends, reducers, plugs and the opposite side of tee branches shall be bell end ductile iron fittings for PVC pipe.
    - b. Fittings shall be manufactured of ductile iron, grade 70-55-05 in accord with ASTM A536. Fittings shall have deep bell push-on joints with gaskets meeting ASTM F477. Fittings shall be HARCO DEEP BELL as manufactured by The Harrington Corporation of Lynchburg, VA, Tel: (804) 845-7094, or approved equal by Leemco.
    - c. Fitting to Pipe to Valve Restraints shall meet the requirements of UNI-B-13-94. Grip ring serrations shall be machined. As cast serrations are not permitted. Restraint rods, bolts and nuts shall be of ductile iron to ASTM A563 or low alloy steel to AWWA/ANSI C111/A21.11. Fitting to Pipe Restraint shall be supplied by The Harrington Corporation, Lynchburg, VA.
    - d. Knuckle type Joint Restraints shall as manufactured by HARCO (Harrington Corporation) of Lynchburg, Virginia. The grip ring shall be one piece residing within a ductile iron housing having machined serrations and shall be activated by one bolt. Housing and grip ring shall be of ductile iron to ASTM A536. Bolt and nut shall be Type 304
  - 2. Pressure main line piping for sizes 2" through 3" shall be PVC Class 315.
  - Class 315 pipe shall be made from an NSF approved Type I, Grade I, PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements as set forth in Federal Specification PS-22-70, with an appropriate standard dimension (S.D.R.) (Solvent-weld Pipe).
  - Pressure main line piping for sizes 1-1/2" and smaller shall be PVC Schedule 40 with solvent welded joints.
  - Schedule 40 pipe shall be made from NSF approved Type I, Grade I PVC compound conforming to ASTM resin specification D1785. All pipe must meet requirements as set forth in Federal Specification PS-21-70.
  - 6. PVC solvent-weld fittings shall be Schedule 40, 1-2, II-I NSF approved conforming to ASTM test procedure D2466.
  - Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of type and installation methods prescribed by the manufacturer.
  - 8. All PVC pipe must bear the following markings:
    - a. Manufacturer's name
    - b. Nominal pipe size
    - c. Schedule or class
    - d. Pressure rating in P.S.I.
    - e. NSF (National Sanitation Foundation) approval
    - f. Date of extrusion
  - 9. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.
- C. PVC Non-Pressure Lateral Line Pipe and Fittings: (Use purple pipe for irrigation systems carrying

#### recycled water)

- 1. Non-pressure buried lateral line piping shall be PVC Schedule 40 with solvent-weld joints when installed in on-site planting areas.
- Non-pressure lateral line piping installed under paved areas shall be PVC Schedule 40 with solvent welded joints.
- 3. Pipe shall be made from NSF approved, Type I, Grade II PVC compound conforming to ASTM resin specification D1784. All pipe must meet requirements set forth in Federal Specification PS-22-70 with an appropriate standard dimension ratio.
- 4. Except as noted in paragraphs 1, 2, and 3 of this section (2.01C), all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in section 2.01B of these Specifications.
- D. Brass Pipe and Fittings:
  - Where indicated on the Drawings, use red brass screwed pipe conforming to Federal Specification #WW-P-351.
  - 2. Fittings shall be red brass conforming to Federal Specification #WW-P-460.
- E. Copper Pipe and Fittings:
  - 1. Pipe: Type K, hard tempered
  - 2. Fittings: wrought copper, solder joint type
  - 3. Joints shall be soldered with silver solder, 45% silver, 15% copper, 16% zinc, 24% cadmium, solidus at 1125o F. and liquidus at 1145o F.

#### F. Gate Valves:

- 1. Gate valves 2-1/2" and smaller shall meet the following requirements:
  - a. Gate valve shall be size and type shown on the drawings.
  - b. Gate valve shall have threaded ends and shall be equipped with a bronze handwheel or bronze cross handle.
  - c. Gate valve shall be similar to those manufactured by Nibco or approved equal.
- 2. Gate Valve valves 4" and larger shall meet the following requirements:
  - a. Cast Iron body for IPS PVC push-on ends with stainless steel stem and 2" operating nut.
  - b. IPS PVC push-on valves shall utilize Harco gaskets and shall be interchangeable with Harco fittings.
  - c. Rubber encapsulated ductile iron wedge with full diameter water way.
  - Valves shall meet or exceed AWWA C-509 and shall be epoxy coated inside and out meeting or exceeding AWWA C-550.
  - e. Gate valves 4" and larger Use Nibco #P-619-RW iron resilient wedge gate valves.
- 3. Gate valves shall be installed per installation details.
- G. Quick Coupling Valve:
  - 1. Quick coupling valves shall have a brass, two-piece body designed for working pressure of 150 P.S.I.
  - 2. Quick coupling valve shall be operable with a quick coupler key. Key size and type shall be as shown on the Drawings.
- H. Control Wiring:
  - 1. Wire requirements are as follows:
    - a. Unless otherwise noted, connections between an automatic controller and its corresponding electric control valves shall be made with direct burial copper wire AWG-U.F. 600 volt.

- b. Master valve control and common wires shall be installed within 2" PVC schedule 40 conduit along with flow sensor cable. Wires shall be a different color than the control, common and spare wires used for the associated irrigation controller.
- c. When more than one controller is installed at the same location, pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Colors shall be as indicated below:

 Controller
 Control Wire Color
 Common wire color

 A
 Black or Red
 White

- d. Install in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than #14.
- 2. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.
- 3. Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.
- 4. An expansion curl shall be provided within three (3) feet of each wire connection. Expansion curl shall be of sufficient length at each splice connection at each electric control valve, so that in case of repair, the valve bonnet may be brought to the surface without disconnecting the control wires. Control wires shall be laid loosely in trench without stress or stretching wire conductors.
- 5. All control wire connection splices shall be made with 3M "DBY" direct bury splice kits or approved equal. Make only one splice with each splice kit.
- 6. Field splices between the automatic controller and electric control valves will not be allowed without prior approval of the District's Authorized Representative.
- I Automatic Controller Assembly:
  - 1. Automatic controller(s) are existing. Protect in place.
- J. Electric Control Valve:
  - 1. All electric control valves shall be the same size and type shown on the Drawings.
  - 2. All electric control valves shall have a manual flow adjustment.
  - 3. Provide and install one control valve box for each electric control valve.
- K. Valve Box:
  - 1. Use 10" x 10-1/4" round box for all Lateral line isolation valves, Carson Industries #910-12B with green bolt-down cover or approved equal. Extension sleeve shall be PVC with minimum size of six (6) inches.
  - Use 15" x 22" x 12" jumbo rectangular box for all gate valves 4" and larger, Carson Industries #1220-12B with green bolt-down cover or approved equal. Extension for valve box shall Carson 1220 extension box.
  - 3. Use 12" x 18" x 12" rectangular box for all electric control valves, Carson Industries #1419-12B with green bolt-down cover or approved equal.
  - 4. Use 10" diameter x 10-1/4" deep round plastic valve box for all quick coupling valves, Carson Industries #910-12B with green bolt-down cover or approved equal.
- L. Sprinkler Head:
  - All sprinkler heads shall be of the same size, type, and deliver the same rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as shown on the Drawings and/or as specified herein.
  - 2. Spray heads shall have a screw adjustment.

- 3. Riser units shall be fabricated in accordance with the installation details.
- 4. Riser nipples for all sprinkler heads shall be the same size as the riser opening in the sprinkler body.
- 5. All sprinkler heads of the same type shall be by the same manufacturer.
- M. Identification Tag:
  - 1. I.D. tags for electric control valves shall be manufactured from Polyurethane Behr Desopan. Use Christy's standard tag hot-stamped with black letters on yellow background. Tags shall be numbered to match programming shown on the Drawings. Provide one tag for each electric control valve.
  - 2. special order tags from T. Christy Enterprises, 655 East Ball Road, Anaheim, CA 92805. Phone (714) 507-3300 and Fax (714) 507-3310.
- N. Miscellaneous Irrigation Equipment:
  - 1. Refer to the Drawings for sizes and types of miscellaneous irrigation equipment.
  - 2. All miscellaneous irrigation equipment shall be as specified or approved equal.

#### PART 3 - EXECUTION

#### 3.01 GENERAL INSTALLATION REQUIREMENTS

- A. Before work is commenced, hold a conference with District's Authorized Representative, General Contractor, and District to discuss general details of the work.
- B. Verify dimensions and grades at job site before work is commenced.
- C. During the progress of the work, a competent superintendent and any assistants necessary shall be on site, all satisfactory to District. The superintendent shall not be changed, except with consent of District, unless that person proves unsatisfactory and ceases to be employed. The superintendent shall represent Contractor in its absence and all directions given to the superintendent shall be as binding as if given to Contractor.
- D. All work indicated or noted on Drawings shall be provided whether or not specifically mentioned in the Specifications.
- E. If there are ambiguities between Drawings and Specifications, and specific interpretation or clarification is not issued prior to bidding, the interpretation or clarification will be made only by District, and Contractor shall comply with the decisions. In the event the installation contradicts the directions given, the installation shall be corrected by Contractor at no additional cost to District.
- F. Layout of sprinkler lines shown on Drawings is diagrammatic only. Location of sprinkler equipment is contingent upon and subject to integration with all other underground utilities. Contractor shall employ all data contained in the Contract Documents and shall verify this information at the construction site to confirm the manner by which it relates to the installation.
- G. Coordinate the installation of all sprinkler materials, including pipe, with the landscape Drawings to avoid conflict with the trees, shrubs, or other planting.
- H. Do not proceed with the installation of the sprinkler system when it is apparent that obstructions or grade differences exist or if conflicts in construction details, legend, or specific notes are discovered. All such obstructions, conflicts, or discrepancies shall be brought to the attention of District.
- Replace, or repair to the satisfaction of District, all existing paving disturbed during the course of this work.
   New paving shall be the same type, strength, texture, finish, and be equal in every way to the material removed.
- J. District reserves the right to make temporary repairs as necessary to keep equipment in operating condition without voiding Contractor's guarantee or relieving Contractor of its responsibilities during the guarantee shall not be allowed.
- K. All sprinkler heads will require installation of anti-drain devices to prevent low head drainage.

L. Coordinate the installation of all sprinkler materials, including pipe, with the landscape Drawings to avoid conflict with the trees, or other planting.

#### 3.02 OBSERVATION OF SITE CONDITIONS

- A. All scaled dimensions are approximate. The Contractor shall check and verify all size dimensions and receive approval from the District's Authorized Representative prior to proceeding with work under this Section.
- B. Exercise extreme care in excavating and working near existing utilities. The Contractor shall be responsible for damages to utilities, which are caused by his operations or neglect. Check existing utilities drawings for existing utility locations.
- C. Coordinate installation of sprinkler irrigation materials including pipe, so there shall be NO interference with utilities or other construction or difficulty in planting trees, shrubs, and ground covers.
- D. The Contractor shall carefully check all grades to satisfy itself that he may safely proceed before starting work on the irrigation system.

#### 3.03 PREPARATION

#### A. Physical Layout:

- Prior to installation, the Contractor shall stake out all pressure supply lines, routing and location of sprinkler heads.
- 2. All layouts shall be reviewed by the District's Authorized Representative prior to installation.

#### B. Water Supply:

- The irrigation system shall be connected to water supply point(s) of connection as indicated on the Drawings.
- 2. Connections shall be made at the approximate location(s) shown on the Drawings. The Contractor is responsible for minor changes caused by actual site conditions.

#### C. Electrical Supply:

- Electrical connections for any and all automatic controllers shall be made to electrical point(s) of connection as indicated on the Drawings.
- 2. Connections shall be made at the approximate location(s) shown on the Drawings. The Contractor is responsible for minor changes caused by actual site conditions.

#### 3.04 INSTALLATION

#### A. Trenching:

- 1. Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on the Drawings and as noted.
- 2. Provide for a minimum of twenty four (24) inches cover for all pressure supply lines of 3-inch nominal diameter or smaller.
- 3. Provide for a minimum of thirty six (36) inches cover for all pressure supply lines of 4-inch nominal diameter or larger.
- 4. Provide for a minimum of twelve (12) inches for all spray head non-pressure lines.
- 5. Provide for a minimum of fifteen (15) inches for all rotor head non-pressure lines.
- 6. Provide for a minimum cover of twenty-four (24) inches for all control wiring.

- 7. Provide for a minimum cover of twenty-four (24) inches for all communication cable conduits.
- 8. Additional information per Specification Sections 02315 and 02318

#### B. Backfilling:

- 1. The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling, consisting of earth, loam, sandy clay, sand, or other approved materials, free from large clods of earth or stones. Backfill shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill will conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.
- 2. A fine granular material backfill will be initially placed on all lines. No foreign matter larger than one-half (1/2) inch in size will be permitted in the initial backfill.
- 3. Flooding of trenches will be permitted only with approval of the District's Authorized Representative.
  - If settlement occurs and necessitates adjustments in pipe, valves, sprinkler heads, lawn, plantings, or other installed work, the Contractor shall make all required adjustments without cost to the District.
  - 2. Additional information per Specification Sections 02315 and 02318

#### C. Trenching and Backfill Under Paving:

- 1. Trenches located under areas where paving, asphaltic concrete, or concrete will be installed, shall be backfilled with sand (a layer six [6] inches below the pipe and three [3] inches above the pipe) and compacted in layers to 95% compaction, using manual or mechanical tamping devices. Trenches for piping shall be compacted to equal the compaction of the existing adjacent undisturbed soil and shall be left in a firm unyielding condition. All trenches shall be left flush with the adjoining grade. The Contractor shall set in place; cap and pressure test all piping under paving prior to the paving work.
- 2. Generally, piping under existing walks is done by jacking, boring, or hydraulic driving, but where any cutting or breaking of sidewalks and/or concrete is necessary, it shall be done and replaced by the Contractor as a part of the Contract cost. Permission to cut or break sidewalks and/or concrete shall be obtained from the District's Authorized Representative. No hydraulic driving will be permitted under concrete paving.
- 3. Provide for a minimum cover of eighteen (18) inches between the top of the pipe and the bottom of the aggregate base for all pressure and non-pressure piping installed under asphaltic concrete paving.

## D. Plastic Pipe:

- 1. Install plastic pipe in accord with manufacturer's recommendations.
- 2. Install sprinkler head on plastic pipe as indicated on Drawings.
- 3. Prepare all welded joints with manufacturer's primer prior to applying solvent.
- a. Allow welded joints at least 15 minutes set-up/curing time before moving or handling.
  - b. Partially center load pipe in trenches to prevent arching and shifting when water pressure is on.
  - c. Do not permit water in pipe until a period of at least four hours has elapsed for solvent weld setting and curing, unless recommended otherwise by solvent manufacturer.
  - 4. Attach pipe identification tape directly to pipe as specified in Section 02601, where color-impregnated and stenciled pipe is not utilized.
  - 5. Do backfilling when pipe is cool.
    - a. Pipe can be cooled by operating the system for a short time before backfill, or by backfilling in the early part of the morning before the heat of the day.

#### 6. Curing:

- a. When the temperature is above 80°F., allow soluble weld joints at least 24 hours during the time before water is introduced under pressure.
- b. When temperature is below 80°F., follow manufacturer's recommendations.

#### E. Assemblies:

- 1. Routing of sprinkler irrigation lines as indicated on the Drawings is diagrammatic. Install lines (and various assemblies) in such a manner as to conform to the details per the Drawings.
- 2. Install NO multiple assemblies in plastic lines. Provide each assembly with its own outlet.
- 3. Install all assemblies specified herein in accordance with respective detail. In absence of detail drawings or Specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of District's Authorized Representative.
- PVC pipe and fittings shall be thoroughly cleaned of dirt, dust, and moisture before installation.
   Installation and solvent welding methods shall be as recommended by the pipe and fitting manufacturer.
- 5. On PVC to metal connections, the Contractor shall work the metal connections first. Teflon tape or approved equal, shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

#### F. Conduit and Sleeves:

- Coordination: Sleeving shall be considered existing only when installed under another contract. For all other installations, provide materials and coordinate conduit and sleeve installation with other trades as required to facilitate smooth construction sequence.
- Conduit: Furnish and install conduit where control wires pass under or through walls, walks and paving. Conduits to be of adequate size to accommodate retrieval for repair of wiring and shall extend 12 inches beyond edges of walls and pavement.
- 3. Sleeving: Install sleeves for all pipes passing through or under walks and paving as shown on the Drawings. Sleeving to be of adequate size to accommodate retrieval of wiring or piping for repair and shall extend 12 inches beyond edges of paving or other construction.

#### G. Line Clearance:

1. All lines shall have a minimum clearance of six (6) inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.

#### H. Electric Control Valves:

- 1. Install each electric control valve in a separate valve box.
- 2. Install where shown on the Drawings. Where grouped together, allow at least twelve (12) inches between adjacent valve boxes.
- 3. Each valve number shall be heat branded on valve box lid with 1½" tall letters. Branding unit available from Hydroscape Products, Inc., phone number (714) 639-1850.

#### I. Flushing of System:

- 1. After all new sprinkler pipelines and risers are in place and connected, all necessary diversion work has been completed, and prior to installation of sprinkler heads, the control valves shall be opened and full head of water used to flush out the system.
- 2. Sprinkler heads shall be installed only after flushing of the system has been accomplished to the complete satisfaction of the District's Authorized Representative.

#### J. Sprinkler Heads:

- 1. Install the sprinkler heads as designated on the Drawings. Sprinkler heads to be installed in this work shall be equivalent in all respects to those itemized.
- Spacing of heads shall not exceed the maximum indicated on the Drawings. In no case shall the spacing exceed the maximum recommended by the manufacturer.
- 3. All sprinkler heads shall be set perpendicular to finish grade of the area to be irrigated unless otherwise designated on the plans.

#### 3.05 TEMPORARY REPAIRS

The District reserves the right to make temporary repairs as necessary to keep the irrigation system equipment in operating condition. The exercise of this right by the District shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

#### 3.06 EXISTING TREES

Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. All roots two (2) inches and larger in diameter, except directly in the path of pipe or conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than two (2) inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making clean cuts through. Roots one (1) inch and larger in diameter shall be painted with two coats of Tree Seal, or equal. Trenches adjacent to tree should be closed within twenty-four (24) hours; and where this is not possible, the side of the trench adjacent to the tree shall be kept shaded with burlap or canvas.

#### 3.07 FIELD QUALITY CONTROL

#### A. Adjustment of the System:

- 1. The Contractor shall flush and adjust all sprinkler heads for optimum performance and to prevent overspray onto walks, roadways, and buildings as much as possible.
- If it is determined that adjustments in the irrigation equipment will provide proper and more adequate coverage, the Contractor shall make such adjustments prior to planting. Adjustments may also include changes in nozzle sizes and degrees of arc as required.
- 3. Lowering raised sprinkler heads by the Contractor shall be accomplished within ten (10) days after notification by the District.
- 4. All sprinkler heads shall be set perpendicular to finished grades unless otherwise designated on the Drawings.

#### B. Testing of the Irrigation System:

- 1. The Contractor shall request the presence of the District's Authorized Representative in writing at least 48 hours in advance of testing.
- Test all pressure lines under hydrostatic pressure of 125 pounds per square inch and prove watertight. Pipe shall be center loaded with all pipe joints exposed during the pressure test.
  - Note: Testing of pressure main lines shall occur prior to installation of the electric control valves.
- All piping under paved areas shall be tested under hydrostatic pressure of 150 pounds per square inch and proven watertight prior to paving.
- 4. Sustain pressure in lines for not less than two (2) hours. If leaks develop, replace joints and repeat test until entire system is proven watertight.
- 5. All hydrostatic tests shall be made only in the presence of the District's Authorized Representative. No pipe shall be backfilled until it has been observed, tested, and approved in writing.
- 6. Furnish necessary force pump and all other test equipment.

- 7. When the irrigation system is completed, perform a coverage test in the presence of the District's Authorized Representative to determine if the water coverage for planting areas is complete and adequate. The coverage test shall be accomplished using a contractor furnished radio remote receiver and transmitter to turn each control valve on to observe sprinkler coverage and then to turn the control valve off when coverage test of that system is complete. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Drawings, or where the system has been willfully installed as indicated on the Drawings when it is obviously inadequate, without bringing this to the attention of the District's Authorized Representative. This test shall be accomplished before any ground cover is planted.
- 8. Upon completion of each phase of work, the entire system shall be tested and adjusted to meet site requirements. The contractor shall provide an irrigation water schedule for plant establishment as well as any subsequent schedule changes for review and approval by District. Approval of irrigation schedule indicates only that the schedule submitted apparently meet the scheduling requirements of plant materials on the basis of the information submitted. Any adjustments to the schedule based on plants actual water needs or changes in weather conditions shall be the responsibility of the contractor.

#### 3.08 MAINTENANCE

- A. The entire irrigation system shall be under full automatic operation for a period of seven (7) days prior to any planting.
- B. The District's Authorized Representative reserves the right to waive or shorten the operation period.
- C. The Contractor shall perform maintenance of the irrigation ninety (90) days after the final acceptance. This maintenance includes but is not limited to:
  - 1. Replace broken and/or malfunctioning heads
  - 2. Adjust sprinkler system for coverage
  - 3. Clear clogged valves and devices
  - 4. Inspect and repair as necessary control system and wiring
  - 5.Inspect & verify operation per the following schedule:
    - a. 1st Month Weekly
    - b. 2<sup>nd</sup> Month Alternating Weeks
    - c. 3<sup>rd</sup> Month Alternating Weeks

#### 3.09 CLEAN-UP

Clean up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from the site, all walks and paving shall be broomed or washed down, and any damage occurring to the work of others shall be repaired to original conditions.

#### 3.10 FINAL SITE OBSERVATION PRIOR TO ACCEPTANCE

- A. The Contractor shall operate each system in its entirety for the District's Authorized Representative at time of final observation. Any items deemed not acceptable by the District's Authorized Representative shall be reworked to the complete satisfaction of the District's Authorized Representative.
- B. The Contractor shall show evidence to the District's Authorized Representative that the District has received all accessories, charts, record drawings, and equipment as required before final site observation can occur.

#### 3.11 SITE OBSERVATION SCHEDULE

- A. The Contractor shall be responsible for notifying the District's Authorized Representative in advance for the following observation meetings, according to the time indicated:
  - 1. Pre-Job Conference 7 days
  - 2. Pressure supply line installation and testing 48 hours
  - 3. Irrigation booster pump installation 48 hours
  - 4. Control wire installation 48 hours
  - 5. Lateral line and sprinkler installation 48 hours
  - 6. Point of connection installation 48 hours

- 7. Coverage test 48 hours
- 8. Final site observation 7 days
- B. When site observations have been conducted by a party other than the District's Authorized Representative, show evidence in writing of when and by whom these observations were made.
- C. Prior to walking irrigation system with District's Authorized Representative, the Contractor shall pre-walk irrigation system with its own crew to ensure compliance with plans and specifications. The Contractor shall observe those items shown on the construction observation check list below and initial and date that the all items observed are in accordance with plans and specifications. This list shall be presented to the District's Authorized Representative prior to the final irrigation walkthrough with the District's Authorized Representative.
- D. No site observations will commence without record drawings or "Construction Observation Check List". In the event the Contractor calls for a site visit without record drawings or "Construction Observation Check List", without completing previously noted corrections, or without preparing the system for said visit, it shall be responsible for reimbursing the District's Authorized Representative at his current hourly billing rate, portal to portal (plus transportation costs), for the inconvenience. No further site observations will be scheduled until this charge has been paid and received.
- E. The following checklist and acceptance form shall be re-typed onto the Contractor's letterhead. The form shall be completed by the contractor and shall contain the all of the information shown on the sample checklist form shown on the next page.

CONSTRUCTION OBSERVATION CHECK LIST

PROJECT NAME:						
PROJECT LOCATION:						
DESCRIPTION:	Completed by		Approved by		Approved by Architect/	
Sprinkler Heads	Contractor	Date	District	Date	Designer	Date
Heads plumb and straight						
Spacing per design intent						
Correct nozzles used						
Pressure set appropriately						
PCS Screens installed						
Heads at correct height						
Back-up heads properly located						
Turn down screws used only for minor						
adjustments only						
Nozzles are clean and unobstructed						
Pop-up heads retracting properly						
Heads adjacent to building/paving located correctly						
Head to head coverage ok						
Minimal overspray						
Swing joints installed						
No leaks observed						
Systems on slopes separated correctly						
Direction of spray appropriate						
No low head drainage						
Rotor are rotating						
Install van nozzles where necessary						
Proper arc patterns installed						
	_					
Valves – All sizes and types						
Correct size of boxes						
Correct color of boxes						
Heat branding complete						

Height of valves in boxes			
Gravel in boxes (2cu. ft.) installed			
Brick supports in boxes installed			
Valve I.D. tags installed			
Pressure setting on valve set properly			
Bolt downs on boxes provided			
PVC sleeve in box at gate valve			
Proper wire connectors installed			
No leaks observed			
Correct clearance from valve to gravel			
provided			
Brass handwheel installed			
2" operating nuts installed			
Additional Items			
Pressure test documentation complete			
Coverage test complete			
Certifications complete			

END OF SECTION

#### **SECTION 32 9000**

#### **PLANTING**

#### PART 1 - GENERAL

#### 1.01 SUMMARY

- A. Provide labor, material, equipment, and appliances necessary to provide topsoil, headers, and ground cover as indicated on Drawings, specified, and as required for a complete installation.
- B. Related Requirements:
  - 1. Division 01 General Requirements.
  - 2. Section 31 2200 Grading.

#### 1.02 SUBMITTALS

- A. Comply with provisions of Section 01 3300.
- B. Submit complete lists of landscape materials and equipment to be used, including manufacturers name and address, specific trade names, catalog numbers complete with illustrations and descriptive literature and clearly mark or underline proposed items; list sources of landscape topsoil.
- C. Shop Drawings: Required for any landscape structure.
- D. Material List: Plant materials list.
- E. Certification: In addition to other required certification, furnish a certificate with each delivery of bulk material, including topsoil, planter mix soil, bark mulch, stating its source, quantity, type of material furnished and that such item or material conforms to requirements of this section.
- F. Sample: Submit topsoil Sample and soil amendments with analysis.
- G. Fertilizer analysis: Provide labels of each fertilizer used and quantities used at each applications recommended in Soil Analysis Report.
- H. Soil Test: After completing soil rough grading, have soil tested for fertility and agricultural suitability. Soil shall be tested from minimum of (3-4) locations per acre of planted area. Record locations where samples were taken. A copy of soil test results shall be submitted to District and Architect before landscape work begins. Pay cost of soil test.

#### 1.03 QUALITY ASSURANCE

- A. Workers: Furnish skilled workers thoroughly trained and experienced in required crafts and familiar with specified requirements for proper performance of Work of this section.
- B. Codes and Regulations: Materials, fabrication, and installation in this section shall comply with applicable State Codes and Regulations. Deliver permits and testing certifications to Project Inspector.
- C. Quality and Size: Comply with current edition of "Horticultural Standards" for number one nursery stock as adopted by "American Association of Nurserymen".
- D. Plants:

- 1. True to name, with name of plants in accordance with standards of practice of "American Association of Nurserymen."
- 2. Botanical names take precedence over common names.

#### 1.04 GENERAL REQUIREMENTS

- A. Project Inspector will verify that irrigation systems are operating before starting Work of this section.
- B. Inspection: Notify Architect at least 72 hours in advance to schedule following inspections:
  - 1. Plant material at time of delivery to Project site.
  - 2. Final location of plants prior to preparation of planting pits.
  - 4. Finish grades prior to sodding or seeding areas.
  - Landscape construction items prior to start of maintenance of plant establishment period.
  - 6. Final inspection.
- C. Existing Utilities and Plant Materials:
  - 1. Protect utilities and plant materials from damage.
    - a. Perform modifications only as permitted by Architect, in accordance with applicable provisions noted or specified on Drawings, or in other sections of these Specifications.
  - Replace damaged plant material with like type and size material. Architect shall determine cost
    of irreplaceable plant material according to "square inch" method as described by Council of
    Tree and Landscape Appraisers' "Manual for Plant Appraisers" handbook, Current Edition, and
    "Guide for Establishing Values of Trees and Other Plants".
- D. Verification of Dimensions and Quantities:
  - Verify scaled dimensions and quantities before starting landscaping Work.
  - 2. Promptly notify Architect of any discrepancies between Drawings, Specifications or actual Project site conditions.
- E. Pest Management Method and Products:
  - 1. Contractor shall ensure that plants provided are clean, healthy, free of physical damage, and show no symptoms of abiotic injury. Plants must also be free of diseases, arthropod pests, and any other type of plant pests. Before applying pesticides to plants on District property, the following criteria must be met:
    - a Individuals who apply pesticides on behalf of contractor's company must have a Qualified Applicator License in appropriate category of pest control issued by California Department of Pesticide Regulation and registered to conduct pest control for hire as a business by Los Angeles County Agricultural Commissioner's Office.
    - b. Length of time from date of use of a pesticide products until beneficial occupancy by Owner may not be less than five half lives of products used.

#### 1.05 DELIVERY, STORAGE AND HANDLING

A. Plants shall be protected in transit and after delivery to Project site. Plants in broken containers and plants with broken branches or injured trunks will be deemed defective Work.

B. Plant materials damaged in planting operations shall be replaced.

#### 1.06 WARRANTY

- A. Shrubs and groundcover shall be growth and health guaranteed by installer for a period of 90 days after completion of maintenance period. Trees shall be installer guaranteed to live and grow in upright position for a period of one year after completion of maintenance period.
- B. Within 15 days after notification by Owner, remove and replace failed plantings. Replacement plantings shall be guaranteed as specified for original plantings.

#### PART 2 - PRODUCTS

#### 2.01 MATERIALS

- A. Topsoil: Designated as imported topsoil as specified herein. Soil test will determine suitability of topsoil before installation. Transport topsoil from source to its final position unless stockpiling is specified. Test in compliance with Section 01 4524.
  - 1. Imported Soil:
    - a. Shall be from a source outside Project site and in compliance with this section.
    - Architect may make such inspections and perform such tests as deemed necessary to determine material meets all requirements.
    - c. At least 30 days before scheduled installation, submit proposed source of topsoil and a sample to Architect. Submit a written request for review, accompanied by a written report stating that proposed source complies with these specifications by a testing laboratory registered by State of California for agricultural soil evaluation.
    - d. Comply with recommendations of soils testing laboratory and provide any soil amendments necessary to achieve proper nutrient levels to support healthy plant growth.
    - e. Imported topsoil shall be of a uniform composition and structure, fertile and friable sandy loam soil, and be free of roots, decay, subsoil, clods and stones larger than ¼ inch in greatest dimension, pockets of coarse sand, noxious weeds, sticks, brush and other litter and not be infested with nematodes or other undesirable insects and plant disease organisms. Imported topsoil shall meet following additional requirements:
      - Gradation Limits: Sand 50 to 80 percent, clay 20 percent maximum, and silt – 30 percent maximum. Sand, clay and silt gradation limits shall be as defined in ASTM D422.
      - 2) Agricultural Suitability and Fertility: Topsoil shall be fertile and friable garden soil suitable for sustaining and promoting growth of specified plants.
      - 3) Electrical conductivity less than 2.0 milliohms/centimeter or DS/m.
      - 4) Boron content maximum of 1.0 part per million.
- B. Fertilizers and Conditioning Materials: Comply with applicable requirements of State of California Agricultural Code:
  - 1 General:

- Fertilizing materials shall be packaged, first grade, commercial quality products identified as to source, type of material, weight and manufacturer's guaranteed analysis.
- b. Fertilizing material shall not contain toxic ingredients and fillers in quantities harmful to animal, human or plant life.
- Submit a certificate of compliance stating material substantially meets Specifications in accordance with provisions of Article 1.03B.

#### Materials:

- a. Bone Meal: Commercial raw bone mean shall be finely ground, steamed dry material with a minimum analysis of 2.5 percent nitrogen and 22 percent phosphoric acid.
- b. Gypsum: Hydrated calcium sulfate produce containing 23 percent calcium and 18 percent sulfur with a guarantee analysis of 84 percent calcium sulfate.
- c. Soil Sulfur: Guarantee analysis of 99 percent sulfur.
- Superphosphates: First grade finely ground phosphate rock used for agricultural purpose, containing minimum 18 percent phosphoric acid by volume.
- e. Commercial Fertilizer: Pellets or granular product having a chemical analysis of 14-14-14, with a minimum of 68 percent of nitrogen from slow release nitrogen unless otherwise specified in Soil Analysis Report: it should be a free flowing material delivered in unopened bags, do not install material which becomes caked or otherwise damaged.
- f. Nitrogen Fortified Wood Product: Derived from redwood, fir or cedar sawdust or from bark of fir or pine treated with a non-toxic agent to quickly absorb water and comply with following requirements:

#### Gradation:

SIEVE SIZE	PERCENT PASSING
½-inch	95 percent minimum
#8	80 percent minimum
#35	30 percent minimum

#### Nitrogen Content:

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NITROGEN CONTENT	PERCENT DRY WEIGHT
Redwood	0.4 to 0.6 percent
Fir	0.56 to 0.84 percent
Cedar	0.56 to 0.84 percent
Fir Bark	0.8 to 1.2 percent
Pine Bark	0.8 to 1.2 percent

- 3) Salinity: Maximum saturation extract conductivity 2.5 milliohms/centimeter at 25 degrees Celsius.
- 4) Absorption: When one teaspoon of water is applied to 4 cubic inches of airdried products, material shall be become completely damp in a period of less than 2 minutes. Kellogg KRA, Sequoia Redwood/Cedar Blend or White Fir, Long Beach Soil Preparation, Bandini #101 Redwood Soil Builder of nitrogenized wood amendment.
- g. Organic Fertilizer: Treated, relatively dry friable organic compost derived from sewage sludge processed for agricultural use; containing at least 1 percent nitrogen by dry

weight, 2 percent phosphoric acid and comply substantially with gradation noted in sub-section 2.1, B6. Milorganic, Kellogg's Nitrohumus, or equal.

#### C. Prepared Backfill mix:

- 1. To be based upon recommendations from soils test performed by a certified laboratory.
- 2. Mix (for bidding purposes):
  - a. Seventy percent by volume clean excavated topsoil/import soil.
  - b. Thirty percent by volume nitrogen stabilizer wood residual.
  - c. One pound per cubic yard gypsum.
  - d. Two pounds fertilizer per cubic yard (14-14-14 with a minimum 68 percent of nitrogen from slow release nitrogen. Additional secondary and micronutrients preferred).
- 3. Mix (acid plants)
  - a. Thirty percent by volume clean excavated soil/imported soil.
  - b. Seventy percent by volume nitrogen stabilized wood residual.
  - c. Two pounds .per cubic yard. soil sulfur.
  - d. Two pounds. fertilizer per cubic yard (14-14-14 with a minimum 68 percent of nitrogen from slow release nitrogen. Additional secondary and micronutrients preferred).

#### D. Plant Material:

- Sod: Mixture of specified proportions of well-established sod grass, vigorous well rooted healthy sod, free from disease, insect pests, weeds, other grasses, stones, and other harmful or deleterious matter.
  - a. A-G Sod Farms "Ball Park" or approved equal.
- 2. Grass Seed: First quality from a new crop seed.
  - a. Stover Seed "Pro Sportsfield Elite Professional Turfgrass Mixture" or approved equal.
- J. Composite Headers: Headers and stakes shall be composite material. Screws shall be plated deck screws. Stakes shall be 1 inch by 2-inch by 12-inch in length and headers shall be furnished in 2-inch by 4-inch by 20-foot in length and shall be of uniform width and thickness.

#### PART 3 - EXECUTION

#### 3.01 SURFACE CONDITIONS

A. Examine areas and conditions under which Work of this Section will be performed. Correct detrimental conditions before commencing Work of this section.

#### 3.02 GRADING AND SOIL PREPARATION

A. Initial Rough Grading: Specified in Division 32.

- B. Earthwork and Topsoil Placement: Shall include excavation and backfilling for irrigation system and preparation for spreading, densification, cultivation, and raking of topsoil, including fertilization and conditioning.
- C. Preliminary Grading: Scarify existing soil to a depth of 6 inches before backfilling with topsoil. During preliminary grading operation, remove stones over ¾ inch.
- D. Topsoil Preparation and Conditioning:
  - 1. Type and Thickness: Topsoil shall have a minimum depth of 6 inches above subgrade or as indicated on Drawings, whichever is greater.
  - 2. Before installing topsoil, subgrade shall be cleared of weeds, rock ¾ inch and larger and other extraneous materials from designated planting areas to a depth of 6 inches. The tools acceptable for this cleaning process are a Rock Picker by Harley Enterprise, Track Screener by Cherrington, Screen USA Inc. or other tools or machines designed for the purpose. The finished planting bed preparation is subject to the approval of the Owner's representative. OAR shall coordinate with the Owner's Landscape Office for a site visit and approval prior to plant/lawn installation.
  - Do not process topsoil when it is so wet or dry as to cause excessive compaction or forming of hard clods or dust.
  - 4. Existing soil can be used as topsoil only if it meets the requirements of Article 2.01.A of this section.
- E. Fertilizing and Conditioning: Provide planting areas to finish grades, including mounds, before installation of specified fertilizer or soil conditioning materials.
  - 1. Mechanically install following amount of fertilizer or soil conditioning materials at a uniform rate per 1,000 square feet of planting area:
    - a. Three cubic yards of nitrogen fortified wood compost.
    - b. Two cubic yards of organic fertilizer.
    - c. One hundred pounds. of gypsum.
    - d. Thirty pounds of commercial fertilizer.
  - 2. Quantities of required materials for planting areas shall be at Project site. Furnish Project Inspector with delivery tickets before installation to verify source, kind, and quantities delivered.
  - 3. After installation of fertilizer and soil conditioning materials, uniformly cultivate materials into upper 6 inches of soil with suitable equipment operated in at least two directions at approximate at right angles. Process soil until friable.

#### F. Finish Grading:

- 1. Provide a finish grade, smooth, uniform, and free of abrupt grade changes and depressions to insure proper surface drainage.
- 2. Finish grades adjacent to paving curbs or headers shall be 1 inch lower in sod areas and 2 inches lower in shrub or ground cover areas.
- Irrigate soil after installation of fertilizer and soil conditioning materials. Allow soil to settle.
  Provide a stable surface. After soil has dried out to a workable condition, re-grade, rake, and
  smooth to required grades and contours. Finished surfaces to be left clean and suitable for
  planting.

- 4. Areas to be planted shall be graded and floated to provide complete surface drainage; water holding depressions and pockets shall be eliminated. Undulations and unsightly variations in grade which will not permit the use of normal mowing equipment without scalping or missing shall be removed so that proper use of mowing equipment can be performed.
- 5. Areas to be planted shall also be finished graded to meet any walks, paths or other adjoining surfaces so that, after compaction, no water pockets or ridges remain.
- 6. Areas where sod will interface with other modes of planting at catch basins and paved areas shall be finish shaped so as to counter sink the sod one inch such that once sod is placed, it shall be at grade with adjacent planting bed.
- G. Trenching: After completion of soil conditioning or finish grading operations, backfill upper portion of trench so specified topsoil thickness in trench is restored.
- H. Weeding: Once site has been cleared, grubbed and rough graded, landscape areas shall be maintained free of vegetation growth until start of irrigation and planting phase of work.

#### 3.03 HEADER INSTALLATION

A. Install at locations and grades shown on Drawings, before planting.

#### 3.04 PLANTING

- A. General: Planting materials shall be inspected before planting, including those tagged at nursery.
  - 1. Perform planting with material, equipment and according to procedures favorable to optimum growth of plant. Do not plant during windy conditions.
- B. Protection and Storage:
  - 1. Maintain plantings delivered to Project site in a healthy condition.
  - 2. Do not allow plantings to dry out.

#### C. Sod:

- 1. Complete fine grading and specified soil preparation before lawn installation.
- 2. Apply starter fertilizer per supplier's recommendations.
- Sod or Roll Sod: type, thickness, and areas of installation shall be in accordance with Drawings and Specifications.
- 4. Remove roll sod netting prior to installation.
- 5. Thickness of sod or roll sod shall be recommended thickness below finish grade. Complete soil conditioning and fine grading before installation. Do not operate heavy equipment over completed sub-grade. Sub-grade shall be moist when sod is installed. Install sod with closely fitted joints and stagger ends of strips. Plug opening with sod or topsoil.
- 6. Lightly irrigate within two hours after installing sod and before rolling. Roll seams and joints until sod is well bonded to sub-grade.
- 7. Water area thoroughly to penetrate sub-grade at least 8 inches. Repeat watering as necessary to keep sod moist until rooted in sub-grade. Protect sod areas against foot traffic until sod is well established. Replace damaged areas with new sod.
- D. Repair of existing or newly installed sod area:

- 1. Rake, drag, float and roll seed bed as often as necessary to produce a true, uniform, and smooth seed bed. Remove debris, stones, etcetera.
- 2. Prior to any lawn installation, obtain approval on fine grading of bed for sod areas.
- 3. Water seed bed thoroughly until a moisture penetration of 8 inches is achieved.
- 4. Seed mixture shall be sown at following rates:
  - Common Bermuda: 4 pounds per 1000 square feet or as recommended by manufacturer.
- 5. Seeding by hand, "Cyclone" type seeder, or pushed seeder shall be done in two passes at right angles to each other using 50 percent of specified rate for each pass. After seeding, apply a top dressing of wood residuals at rate of 3/4 cubic yards per 1,000 square feet.
- 6. Large sod areas shall be seeded by using "Brillion" type seeder. Areas inaccessible to seeder shall be handed seeded and seed raked lightly into top ¼ inch of seed bed.
- 7. Irrigate immediately after completion and irrigation as frequently as necessary to assure complete germination of seed without creating run-off.
- 8. Areas that do not germinate satisfactorily shall be reseeded at proper intervals until an overall acceptable stand of grass is produced. Good turf coverage will be required before final acceptance of work.
- 9. Protect new sod from damage by erosion, trespass or any source. Safeguards and temporary fencing shall be erected where necessary, and precautions taken to prevent excessive runoff.

#### E. Hydro-Seeding:

- 1. Mix slurry of seeds and fertilizer to produce a homogeneous slurry mixture in designated proportions. Discharge system shall apply slurry at a continuous and uniform rate.
- 2. Immediately after application, irrigate seeded areas thoroughly. Application pattern shall conform to irrigation system so that watering can be accomplished in a timely sequence.
- 3. Program watering so that repeated watering at short application times can be made to prevent excessive runoff and to prevent erosion.
- 4. Prior to planting, hydro-seeding shall be done. Abutting ground cover beds shall be neatly trimmed to forms and lines shown on drawing.
- 5. Areas that do not germinate satisfactorily shall be reseeded at 14-day intervals until an overall acceptable stand of vegetation is achieved.
- F. Hydroseed slurry: Proportions to be as follows:

	Manufacturers
Seed mix (see paragraph 2.01)	Recommendation
Wood Cellulose fiber (dyed green)	2000 pounds per acre
M-Binder Soil Stabilizer	100 pounds per acre
Triple Super Phosphate	250 pounds per acre
Water and Dye	As needed

N. Fertilizing: At 30 day intervals after sod installation, install an all purpose 15-15-15 commercial fertilizer at rate of 10 pounds per 1,000 square feet of installed area. For hydroseeded areas, apply a balanced commercial fertilizer with a 3:1:2 ratio of NPK with sulphur. Thoroughly water area after applying fertilizer. Fertilizer applications shall be performed under observation of Project Inspector.

#### 3.05 REHABILITATION OF SKINNED BALLFIELDS

- A. Repair trenches and fill depressions to match existing elevations .
  - 1. Surfacing mix proportions to be as follows:

Sandy loam	at 55 to 65 percent
Clay	at 25 to 35 percent
Decomposed Granite – at 2mil track fine	at 5 to 15 percent

- 2. Supplier, West Coast Sand and Gravel, AE Schmidt and Company, Gail Materials or approved equal:
- B. Skinned area sand pitcher's mound shall be installed to finish grades prior to installing sod or seeding. Mound pitcher's area to District standards.
- C. Surface shall be dragged or floated and finished to required grades.
- D. Top-dress entire infield play area with conditioner. Lightly water the skinned area and allow water to penetrate the surfacing. Nail drag the infield arc no deeper than ½ inch and top dress with ¼ inch conditioner and drag or float.
  - Infield conditioner shall be Diamond Pro Red Infield Conditioner or approved equal.
- E. After grading, shaping, and conditioning, areas shall be rolled with a 4-ton water ballast roller. Any irregularities shall be re-raked or scarified for bond, cut or filled as required, and again rolled until finished surface is true, uniform, free from lumps or depressions, and surface irregularities.
  - 1. Apply water as required, to maintain surfacing material in proper condition for working and compacting.
  - 2. Where 4-ton roller is impractical such as on running lanes and pitcher's mound, provide equivalent methods in order to provide 95 percent relative compaction.

#### 3.06 MAINTENANCE AND PLANT ESTABLISHMENT

- A. Required: Maintain areas on a continuous basis as they are completed during progress of Work and during establishment period. Maintenance shall include continuous operations of watering, weeding, trimming, rodent control, reseeding, planting replacement irrespective of cause or any other operations necessary to assure normal plant growth.
- B. Keep planting areas free of debris and weeds. Cultivate at intervals not to exceed 10 days.
- C. Sod Maintenance:
  - 1. Perform first mowing of sod areas when grass is 2 1/2 inches high and repeat as often as is necessary to maintain sod at a height of 2 inches. In no case shall sod be cut lower then 1 1/2 inches in height unless otherwise indicated.
  - 2. After each cutting, edge of grass shall be trimmed to a neat and uniform line.
  - 3. Grass clippings shall be removed and legally disposed of off Project site.
- D. Hydroseeded Grass Maintenance:
  - 1. Perform first mowing of hydroseeded areas when grass is 2 1/2 inches high and repeat as often as is necessary to maintain sod at a height of 2 inches. In no case shall sod be cut lower then 1 1/2 inches in height unless directed otherwise by owner.

- 2. After each cutting, edge of grass shall be trimmed to a neat and uniform line.
- 3. Grass clippings shall be removed and legally disposed of off Project site.

#### E. Plant Establishment Inspection:

- 1. Request an inspection to begin plant establishment period after plantings and related Work has been completed in accordance with Contract Documents.
- 2. Upon successful completion of inspection, effective commencement date of plant establishment period shall begin.
- 3. Plant establishment period for sod and hydroseeded grass shall be 90 calendar days.
- 4. Architect may recommend extension of plant establishment period if grass areas are improperly maintained, appreciable sod repair or overseeding is required, or other defective Work.

#### F. Damage:

- 1. Immediately replace failed or damaged plantings.
- 2. Provide replacement plantings of same type and size to match adjacent plantings. Furnish plantings and fertilizer as specified. New plantings shall be subject to a 30 day establishment period.
- 3. Damage to planting areas shall be repaired immediately. Depressions caused by vehicles or foot traffic shall be filled with topsoil and leveled.

## G. Final Inspection:

- 1. Upon completion of plant establishment period, Architect will perform a final inspection.
- 2. If plant establishment period is completed before Substantial Completion, planting areas shall be maintained until Final Completion.

#### 3.07 PESTICIDE APPLICATION

A. Contractor must comply with specifications outlined in paragraph 1.04.F.

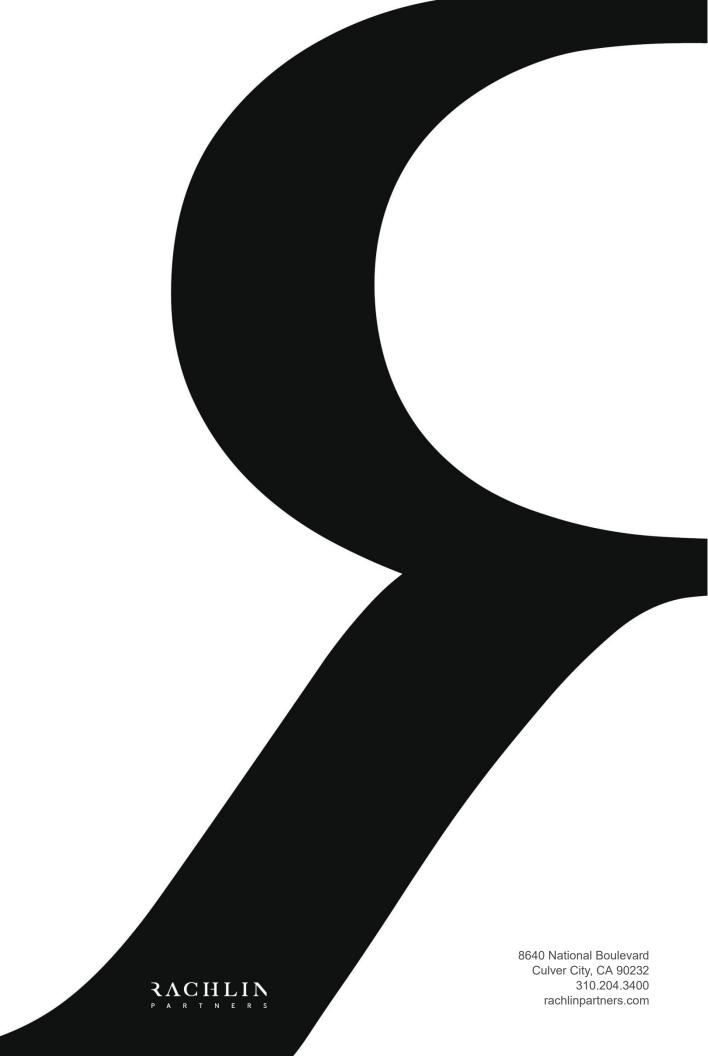
#### 3.08 PROTECTION

A. Unless noted otherwise, protect Work of this section until Substantial Completion.

#### 3.09 CLEANUP

A. Remove rubbish, debris and waste materials and legally dispose of off Project site.

### **END OF SECTION**



## APPL. No.

# WARREN HIGH SCHOOL BASEBALL FIELD REHABILITATION

Warren High School
Downey Unified School District
Downey, California 90241



100% CONSTRUCTION DRAWINGS

January 2023

Architect / Engineer Stamp



Consultants
d.d. Pagano, Inc.

Sheet Title

Cover Sheet

Sheet Number

G001

B. THE CONTRACTOR SHALL INSPECT THE SITE AND THE BUILDINGS, AND SHALL VERIFY TO HIS OWN SATISFACTION THE CONDITIONS SHOWN ON THE DRAWINGS, WHICH MATERIALLY AFFECT THE CONTRACTOR'S ABILITY TO EXECUTE THE WORK. HE SHALL IMMEDIATELY INFORM THE OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE OF ANY DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE DRAWINGS.

C. THE CONTRACTOR SHALL ASSUME THAT THERE MAY BE MINOR DIFFERENCES BETWEEN ACTUAL FIELD CONDITIONS AND CONDITIONS DEPICTED AS EXISTING ON THE DRAWINGS. THE OWNER WILL NOT CONSIDER REQUESTS FROM THE CONTRACTOR FOR ADDITIONAL CHARGES DUE TO SAID MINOR DISCREPANCIES.

D. IF THE CONTRACTOR ENCOUNTERS MAJOR DIFFERENCES BETWEEN ACTUAL FIELD CONDITIONS AND CONDITIONS DEPICTED AS EXISTING ON THE DRAWINGS, THE CONTRACTOR SHALL STOP WORK IN THE AFFECTED AREA, AND SHALL IMMEDIATELY NOTIFY THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE OF SAID DIFFERENCES. THE OWNER OR OWNER'S DESIGNATED REPRESENTATIVE WILL PROVIDE INSTRUCTIONS FOR PROCEEDING IN THE AFFECTED AREA. THE CONTRACTOR SHALL PROCEED WITH ALL OTHER WORK ITEMS AS REQUIRED BY THE CONTRACT DOCUMENTS

## INTENT OF THE DRAWINGS

A. THE CONTRACTOR SHALL VISIT THE SITE AND EXAMINE THE CONDITIONS THEREON, AND THOROUGHLY ACQUAINT HIMSELF WITH OBSTACLES AND ADVANTAGES FOR PERFORMING THE WORK. THE CONTRACTOR SHALL REVIEW THE DRAWINGS AND SPECIFICATIONS, AS THERE ARE REQUIREMENTS SHOWN THEREIN THAT SIGNIFICANTLY AFFECT THE SCOPE OF THE WORK. NO ADDITIONAL CHARGES WILL BE CONSIDERED FOR WORK CAUSED BY THE CONTRACTOR'S UNFAMILIARITY WITH THE SITE, AND THE DRAWINGS AND SPECIFICATIONS, OR FAILURE OF THE OWNER OR THE OWNER'S DESIGNATED REPRESENTATIVE OR OWNER'S CONSULTANTS TO ENUMERATE THE COMPLETE SCOPE OF WORK, AS REQUIRED BY THE CONTRACT DOCUMENTS, IN THE "SCOPE OF WORK"NOTES.

B. THE INTENT OF THE DRAWINGS IS THAT ALL ALTERATIONS SHALL CONFORM TO TITLE 24, 2013 CALIFORNIA CODE OR REGULATIONS (CCR). SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NONCONFORMING CONSTRUCTION BE DISCOVERED, WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS, WHEREIN THE FINISHED WORK WOULD NOT CONFORM TO TITLE 24, 2-13 CCR, A CHANGE ORDER OR A SEPARATE SET OF PLANS AND SPECIFICATIONS DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT BEFORE PROCEEDING WITH THE WORK. (REFERENCE SECTION 4-338 (c) CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24, CCR)

## 3. GENERIC NAMES

THE DRAWINGS IDENTIFY MATERIALS BY GENERIC NAME, UNLESS PREFACED WITH "BASIS OF DESIGN". FOR A DESCRIPTION OF APPROVED MATERIALS AND INSTALLATION PROCEDURES SEE THE SPECIFICATIONS.

UNLESS OTHERWISE NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS, THE SELECTION OF COLORS AND TEXTURES FOR FINISH MATERIALS SHALL BE PROVIDED BY THE ARCHITECT PRIOR TO EXECUTION OF THE WORK.

## PROJECT COORDINATION

SEE THE GENERAL CONDITIONS, THE SUPPLEMENTARY CONDITIONS AND DIVISION 1 OF THE SPECIFICATIONS FOR SPECIFIC REQUIREMENTS RELATED TO PROJECT COORDINATION.

## 6. CODES AND REGULATIONS

ALL CONSTRUCTION SHALL FULLY COMPLY WITH THE LOCAL BUILDING CODES AND REGULATIONS. ALL WORK SHALL ALSO CONFORM TO TITLE 24 2013 CALIFORNIA CODE OF REGULATIONS (CCR).

A. THE CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS REQUIRED BY GOVERNING AUTHORITIES FOR THE COMPLETION OF THE WORK. THE FEES, CHARGES OR OTHER COSTS PAID BY THE CONTRACTOR FOR SAID PERMITS WILL BE REIMBURSED TO THE CONTRACTOR BY THE OWNER IN THE AMOUNTS SO PAID.

B. THE CONTRACTOR SHALL PROCURE ALL NOTICES AND LICENSES REQUIRED FOR THE COMPLETION OF THE WORK. THE COST OF THESE NOTICES AND LICENSES IS INCIDENTAL TO OTHER ITEMS OF WORK AND NO ADDITIONAL PAYMENT WILL BE MADE FOR COSTS INCURRED BY

C. TRENCHES OR EXCAVATIONS 5 FEET OR MORE IN DEPTH INTO WHICH A PERSON IS REQUIRED TO DESCEND, REQUIRE A SEPARATE PERMIT FROM THE STATE OF CALIFORNIA, DIVISION OF INDUSTRIAL SAFETY.

D. PRIOR TO THE ISSUANCE OF A BUILDING PERMIT, THE CONTRACTOR SHALL HAVE EVIDENCE OF CURRENT WORKMAN'S COMPENSATION INSURANCE COVERAGE.

## 8. GENERAL CONDITIONS

THE GENERAL CONDITIONS AND ANY SUPPLEMENTAL CONDITIONS WHICH MAY BE ATTACHED OR INCLUDED AS PART OF OWNER - CONTRACTOR AGREEMENT ARE A PART OF THESE CONTRACT DOCUMENTS.

## 9. THE SPECIFICATIONS

SPECIFICATIONS, WHICH ARE BOUND SEPARATELY, ARE PART OF THE CONTRACT. REFERENCE TO SECTIONS OF THE SPECIFICATIONS IN THE NOTES DESCRIBING THE SCOPE OF WORK ARE INTENDED AS A GUIDE ONLY AND TO ASSIST THE CONTRACTOR IN UNDERSTANDING THE COMPLETE SCOPE OF WORK.

## 10. <u>BIDDING</u>

ALL CONTRACTORS, SUB OR GENERAL, BIDDING OR CONSTRUCTING ANY PORTION OF THIS PROJECT, SHALL BE HELD TO BE RESPONSIBLE TO REVIEW AND INCLUDE IN ANY BID SUBMITTED, ALL OTHER DRAWINGS AND SPECIFICATIONS, WHICH FORM A PART OF THESE CONSTRUCTION DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECTURAL, GENERAL NOTES, CIVIL, LANDSCAPE, STRUCTURAL, MECHANICAL, PLUMBING, ELECTRICAL AND EQUIPMENT PLANS AS MAY APPLY TO SAID TRADE BIDDING.

## 11. <u>Verification</u>

THE CONTRACTOR SHALL VERIFY ALL SIZES OR PREPARATORY WORK FOR EQUIPMENT OF OTHERS AND SHALL COORDINATE THE WORK ON THIS CONTRACT WITH ALL WORK FURNISHED BY OTHERS.

## 12. DISCREPANCIES

A. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS, ELEVATIONS AND ALL EXISTING CONDITIONS AT THE SITE BEFORE COMMENCING WORK, AND REPORT ANY DISCREPANCIES TO THE ARCHITECT PRIOR TO THE START OF WORK.

B. IF ANY DISCREPANCIES APPEAR IN THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING OF SAME. IF THE CONTRACTOR FAILS TO GIVE SUCH NOTICE IMMEDIATELY, HE WILL BE HELD RESPONSIBLE FOR THE RESULTS OF SUCH DISCREPANCIES.

C. IN CASE OF DISCREPANCIES BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, THE ARCHITECT WILL DETERMINE THE CORRECT INTENT OF THE WORK.

D. SHOULD THE DRAWINGS IN THEMSELVES OR WITH THE SPECIFICATIONS OR SHOULD THE SPECIFICATIONS IN THEMSELVES DISAGREE, THE HIGHER QUALITY AND / OR GREATER QUANTITY OF WORK OR MATERIAL SHALL BE ESTIMATED UPON, AND UNLESS OTHERWISE CLARIFIED IN WRITING BY THE ARCHITECT, SHALL BE PROVIDED.

## 13. <u>Design intent</u>

THE CONTRACTOR SHALL NOT DEVIATE FROM THE DESIGN INTENT AND CONSTRUCTION DETAILS WITHOUT OBTAINING PRIOR APPROVAL FROM THE OWNER AND THE ARCHITECT. DETAILS ARE NOT INTENDED TO SHOW METHOD AND MANNER OF ACCOMPLISHING THE WORK. MINOR MODIFICATIONS MAY BE REQUIRED TO SUIT THE JOB DIMENSIONS OR CONDITIONS AND SHALL BE INCLUDED AS PART OF THE WORK.

## 14. <u>DIMENSIONS</u>

DIMENSIONS ARE TO FACE OF STUD (FOS), FACE OF CONCRETE (FOC) OR FACE OF MASONRY (FOM) UNLESS NOTED OTHERWISE. DIMENSIONS AS SHOWN TAKE PRECEDENCE OVER ANY CONDITIONS GRAPHICALLY SHOWN ON THE DRAWINGS. DO NOT SCALE THE DRAWINGS. WHEN IN DOUBT, ASK THE ARCHITECT FOR A CLARIFICATION.

15. "TYPICAL" MEANS AT ALL CONDITIONS, EXCEPT AS SPECIFICALLY NOTED. "SIMILAR" MEANS THERE ARE SLIGHT VARIATIONS AMONG CONDITIONS WHERE THE DETAIL APPLIES

ANY WORK OR MATERIALS OF ONE TRADE DAMAGED BY ANOTHER TRADE BECOMES THE RESPONSIBILITY OF THE OFFENDING TRADE. THE

DAMAGED WORK SHALL BE REPAIRED OR REPLACED BY THE ORIGINAL INSTALLER AND THE COSTS BORN E BY THE OFFENDER. ANY MATERIALS STOLEN FROM THE PREMISES OR DAMAGED EITHER BEFORE OR AFTER INSTALLATION SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL TAKEN ALL NECESSARY PRECAUTIONS SUCH AS BARRICADES, GUARDS, ETC., AS REQUIRED TO PREVENT DAMAGE AND THEFT. SPECIAL CARE SHALL BE TAKEN TO PROTECT WORK IN PLACE, MATERIALS AND EQUIPMENT STORED, ETC., FROM THEFT AND VANDALISM.

THE CONTRACTOR SHALL MAINTAIN THE UTILITIES TO THE EXISTING BUILDING OR PROVIDE TEMPORARY SERVICE CONNECTIONS AS REQUIRED

A. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE TIMELY ARRIVAL OF ALL SPECIFIED FINISH MATERIALS, EQUIPMENT, LIGHT FIXTURES AND OTHER SUCH MATERIAL'S) TO BE UTILIZED ON THIS PROJECT. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IN WRITING WITHIN 30 DAYS OF THE DATE OF CONTRACT OF THOSE SPECIFIED ITEMS THAT MAY NOT BE READILY AVAILABLE AND OF EQUAL QUANTITY AND DESCRIPTION. IF NOTIFICATION IS NOT RECEIVED BY THE ARCHITECT, THE CONTRACTOR SHALL ACCEPT RESPONSIBILITY FOR The proper ordering and follow up on specified items and shall pursue whatever means necessary at no additional cost TO THE OWNER, TO INSURE AVAILABILITY OF ALL SPECIFIED ITEMS SO AS NOT TO CREATE A HARDSHIP ON THE OWNER AND NOT TO DELAY PROGRESS OF THE WORK. NO EXTENSION OF TIME TO THE CONTRACT WILL BE ALLOWED FOR THE CONTRACTOR'S INABILITY TO SECURE

- B. THE CONTRACTOR SHALL PROVIDE AND LOCATE ACCESS PANELS AS REQUIRED AFTER INSTALLATION OF MECHANICAL DUCTS, PLUMBING AND ELECTRICAL WORK. COORDINATE WITH ARCHITECT.
- C. WHERE FACTORE FINISHED OR FACTORY PRIMED ITEMS OCCUR, SUCH AS GRILLS, DIFFUSERS, METAL TRIM AND ACCESSORIES, ETC., THEY SHJALL BE PAINTED TO MATCH THE ADJACENT SURFACE AS DIRECTED BY THE ARCHITECT.

E. THE CONTRACTOR SHALL PROVIDE AND COORDINATE THE EXACT DIMENSIONS, SIZES AND POSITIONS OF OPENINGS IN SLABS AND WALLS

- D. THE CONTRACTOR SHALL COORDINATE THE WORK AMONG ALL TRADES RELATING TO THE MOUNTING AND ATTACHMENTS OF ALL EQUIPMENT AS REQUIRED.
- NECESSARY FOR THE INSTALLATION OF THE WORK.
- F. THE CONTRACTOR SHALL PROVIDE MOUNTING PLATES AS REQUIRED BEHIND ALL WALL-MOUNTED ITEMS SUCH AS HANDRAILS, TOILET PARTITIONS, TOILET ROOM ACCESSORIES, LIGHT FIXTURES, ETC...

## 20. DUST CONTROL AND INTERIOR BARRICADES

CONTRACTOR SHALL MAINTAIN CONTINUOUS DUST ABATEMENT PROCEDURES INCLUDING VACUUMING, TRASH REMOVAL AND MATS AT ALL ENTRIES TO THE CONSTRUCTION AREA. PROVIDE EFFECTIVE DUST CONTROL BY MEANS OF FREQUENT SPRINKLING AND WATERING. EXCESSIVE BLOWING OF DUST OR CONCRETE MAY BE PUMPED. THE JOB SITE SHALL BE LEFT CLEAN AND ORDERLY AT THE END OF EACH DAY.

## 21. <u>CLEANUP</u>

THE CONTRACTOR SHALL AT ALL TIMES KEEP THE SITE CLEAN AND FREE OF ALL WASTE MATERIAL OR RUBBISH CAUSED BY HIS OPERATIONS. AT THE COMPLETION OF THE WORK, THE CONTRACTOR SHALL REMOVE ALL WASTE MATERIALS AND RUBBISH FROM AND ABOUT THE PROJECT AS WELL AS ALL TOOLS, CONSTRUCTION EQUIPMENT, MACHINERY AND SURPLUS MATERIALS.

CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CONSTRUCTION CHANGE DOCUMENT APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR.

A. FOOD HANDLING FACILITIES SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENTS AND CALIFORNIA UNIFORM RETAIL FOOD FACILITIES

B. DRINKING WATER WELL SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENT REQUIREMENTS.

. Grading plans, drainage improvements, road and access requirements and environmetal health considerations ahll COMPLY WITH ALL LOCAL ORDINANCES.

## 25. STRUCTURAL WALLS

THE CONTRACTOR SHALL NOT ALTER OR REMOVE ANY EXISTING SHEAR WALLS OR BEARING WALLS UNLESS SO IDENTIFIED ON THE DRAWINGS AND APPROPRIATE DETAILS ARE PROVIDED AND APPROVED BY D.S.A.

## 26. WORK IN ITS COMPLETED FORM

THE CONTRACT DOCUMENTS INCLUDE INFORMATION NECESSARY TO UNDERSTAND THE DESIGN INTENT OF THE WORK IN ITS COMPLETED FORM. THE CONSTRUCTION DOCUMENTS DO NOT INCLUDE EVERY DETAIL REQUIRED FOR CONSTRUCTION. THE CONTRACTOR SHALL FURNISH MATERIALS AND LABOR NECESSARY TO COMPLETE THE WORK IN ITS ENTIRETY.

## 27. FIRE RATING OF ASSEMBLIES

WHERE WALLS, PARTITIONS, FLOOR AND ROOF SYSTEMS ARE IDENTIFIED AS RATED ASSEMBLIES, PROVIDE APPROVED FIRE RATED SEALANTS AND OR SAFING (MINERAL FIBER) AT BOUNDARIES, JOINTS, AND PENETRATIONS; GYPSUM BOARD BACKING (DOG-HOUSE) AT RECESSED COMPONENTS; METAL RETAINERS; AND OTHER MATERIALS REQUIRED TO MAINTAIN THE INDICATED RATING FOR THE ASSEMBLY.

28. NEW WORK SHALL CONFORM TO THE REQUIREMENTS OF THE 2022 CALIFORNIA BUILDING CODE.

# **RENOVATION NOTES**

- THIS PROJECT IS AN OCCUPIED DISTRICT OFFICE CAMPUS. DISTRICT ACTIVITIES TAKES PRECEDENT OVER CONSTRUCTION ACTIVITIES. ALL CONSTRUCTION ACTIVITIES SHALL BE CONTAINED WITHIN FENCED OR BARRICADED AREAS IN ACCORDANCE WITH PROJECT SPECIFICATION AND SCHEDULE REQUIREMENTS. CERTAIN CONSTRUCTION ACTIVITIES THAT GENERATE DISRUPTIVE NOISE, ODORS, DUST AND DEBRIS MUST BE SCHEDULED WHEN THE CAMPUS IS NOT OCCUPIED.
- THIS IS AN EXISTING FACILITY RENOVATION PROJECT. ALL WORK SHOWN, NOTED OR DETAILED IS NEW, EXCEPT WHERE INDICATED AS EXISTING OR AS EXISTING TO REMAIN.
- PHOTOS IF SHOWN IN THIS SET OF DRAWINGS DO NOT PRECLUDE THE PRE-BID SITE VISIT REQUIREMENTS OF THE BIDDER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR APPROPRIATE SITE VISITS TO CONFIRM EXISTING FIELD CONDITIONS PRIOR TO BIDDING.
- 4. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AT THE SITE AND SHALL REPORT ANY DISCREPANCIES IN WRITING TO THE CONSTRUCTION MANAGER BY MEANS OF AN REQUEST FOR INFORMATION (RFI) OR AS PART OF THE APPLICABLE SHOP
- 5. SPECIFIC ITEMS NOTED TO BE VERIFIED OR FIELD VERIFIED ARE REQUIRED TO BE VERIFIED PRIOR TO ORDERING MATERIALS OR PROCEEDING WITH THE WORK.
- CONTRACTOR IS RESPONSIBLE FOR ALL INCIDENTAL WORK NECESSARY TO COMPLETE THE INSTALLATION OF THE NEW WORK. THIS INCLUDES, BUT IS NOT LIMITED TO, THE REMOVAL AND/OR REINSTALLATION OF ALL EXISTING ITEMS, OF PORTIONS OF THE EXISTING CONSTRUCTION WHETHER SHOWN OR NOT.

PRIOR TO STARTING WORK, THE CONTRACTOR SHALL REQUEST THE CONSTRUCTION MANAGER TO SCHEDULE A TEAM MEETING WITH ALL SUBCONTRACTORS, THE PROJECT INSPECTOR, AND THE DESIGNATED DISTRICT REPRESENTATIVES TO SURVEY EXISTING EQUIPMENT OPERATIONS. THE OBJECTIVE IS TO DETERMINE THE OPERABILITY OF ALL EXISTING MECHANICAL EQUIPMENT, FIRE ALARM SYSTEM, TELEPHONE SYSTEM, INTRUSION ALARM SYSTEM, INTERCOM SYSTEM AND ANY OTHER DEVICES AND EQUIPMENT THAT ARE TO REMAIN AFTER WORK COMPLETION. THE CONSTRUCTION MANAGER SHALL PREPARE A WRITTEN REPORT DOCUMENTING TEAM FIELD INVESTIGATION AND NOTING ANY EXISTING ITEMS THAT ARE DAMAGED OR NON-FUNCTIONAL. PRIOR TO OCCUPANCY ANOTHER SURVEY WILL BE CONDUCTED WITH THE SAME TEAM TO DETERMINE IF ANY ITEM HAS BEEN DAMAGED OR MADE INOPERABLE. IN THE EVENT THAT SOMETHING HAS BEEN DAMAGED THE GENERAL CONTRACTOR WILL BE REQUIRED TO CORRECT THE PROBLEM WITH APPROVED, QUALIFIED TECHNICIANS.

PRIOR TO THE START OF THE WORK, THE CONSTRUCTION MANAGER WILL SCHEDULE THE DISTRICT TO IDENTIFY AND TAG ALL EXPOSED WIRING. THE GENERAL CONTRACTOR SHALL REMOVE ANY WIRING AS ABANDONED. ANY WIRING IDENTIFIED "TO REMAIN" SHALL BE PROTECTED AGAINST DAMAGE DURING CONSTRUCTION AND INSPECTED FOR DAMAGE AT WORK COMPLETION.

- 9. PRIOR TO SITE MOBILIZATION, THE GENERAL CONTRACTOR, THE CONSTRUCTION MANAGER AND THE PROJECT INSPECTOR SHALL MEET ON SITE AND PHOTO DOCUMENT THE EXISTING CONDITIONS OF THE CONTRACTOR'S CORPORATION YARD AREA AND LANDSCAPED AREAS WHERE TRENCHING WILL BE OCCURRING OR VEHICLE TRAFFIC IS ANTICIPATED. ALSO TEST IRRIGATION SYSTEM FOR PROPER OPERATION. AT PROJECT COMPLETION ALL AREAS MUST BE RESTORED TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO INSTALLING SOD AT DAMAGED TURF AREAS, REPLACING DAMAGED PLANTINGS, REPAIRING UNDERGROUND UTILITIES, PATCHING DAMAGED ASPHALT PAVING, RE-STRIPING PAVING AND REPLACEMENT OF DAMAGED CONCRETE. THE GENERAL CONTRACTOR, THE CONSTRUCTION MANAGER AND PROJECT INSPECTOR SHALL MEET ON SITE AT PROJECT COMPLETION AND REVIEW ALL SITE CONDITIONS AND OPERATION OF IRRIGATION
- 10. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE TO HAVE EMERGENCY SHUTOFF PROCEDURES IN PLACE PRIOR TO THE START OF CONSTRUCTION. THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL FAMILIARIZE THEMSELVES WITH ALL SHUTOFF VALVE LOCATIONS ON SITE AND HAVE PROPER TOOLS READILY AVAILABLE TO OPERATE VALVES.
- 11. THE GENERAL CONTRACTOR SHALL FOLLOW CFC 2013 CHAPTER 33 FOR FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION.

SCOPE OF WORK

QUARRY TILE

ROOF DRAIN

REINFORCED

REINFORCING BAR REFERENCE

ROUGH OPENING

rain water leader

SEE ARCHITECTURAL

SPLASH BLOCK

STORM DRAIN

SCORE JOIN

SHFFT MFTAI

SPECIFICATIONS

STAINLESS STEE

STANDARD

STRUCTURAL

SYMMETRICAL

TOP OF CONCRETE OR CURB

TONGUE & GROOVE

TOP OF FRAMING

TOP OF PAVEMENT

transition strip

URINAL SCREEN

VERIFY IN FIELD

WATER CLOSET

WATER

WOOD

WAINSCOT

WHERE OCCURS **WORKING POINT** 

WELDED WIRE FABRIC

WITH

VINYL COATED FABRIC

UNLESS NOTED OTHERWISE

UNLESS OTHERWISE NOTED

UNDER COUNTER/CABINET

WATERPROOFING MEMBRANE

TOP OF STEEL

TELEVISION

U.O.N.

V.C.F.

W.W.F.

Specific door in room

GLASS TYPE

INTERIOR FINISH

REVISION KEY

DEMOL<mark>ITI</mark>ON KEYNOTE

CONSTRUCTION KEYNOTE

Room number/space number

TOP OF WALL

STORAGE

REDWOOD

RWD.

R.W.L.

REINFORCED FIBERGLASS

RISER

radius

FACE OF CONCRETE

FACE OF STUD

FACE OF WALL

FACE OF STUDS

FOOT OR FFF

FOOTING

FACE OF MASONRY

**GALVANIZED IRON** 

GYPSUM WALLBOARD

GLUED LAMINATED

HOLLOW CORE

HOLLOW METAL

INSIDE DIAMETER

INVERT ELEVATION

JANITOR

LABORATORY

MECHANICAL

MANUFACTURE

MISCELLANEOUS

MASONRY OPENING

MOISTURE RESISTA

SYPSUM BOARD

METAL THRESHOLD

NOT IN CONTRACT

METAL TOILET PARTITION

MOUNTED

NOMINAL

NOT TO SCALE

ON CENTER

OPENING

OPPOSITE

PANIC BOL

P.T.W.R.

COLUMN GRID LINES

Room or Area title

Section designation

Room number / Space number

PLASTIC LAMINATE

PAPER TOWEL WASTE

SYMBOL LEGEND

PRESSED METAL FRAME

POUNDS PER SQUARE FOOT

POUNDS PER SQUARE INCH

OUTSIDE DIAMETER

OPPOSITE HAND

OWNER FURNISHED/INSTALLED

LAVATORY

KITCHEN

HARDBOARD

HARDWOOD

HARDWARE

HORIZONTAL

GLU-LAM.

GYP.BD.

HDWD. HDWE.

CENTERLINE

EXISTING

PROPERTY LINE

ANCHOR BOLT

ACCESSIBLE

ACOUSTICAL

AREA DRAIN

AGGREGATE

alum**i**num

BUILDING

BLOCKING

BENCH MARK

BUILT UP ROOFING

CORNER GUARD

CONSTRUCTION JOIN

CATCH BAS**I**N

CAST IRON

CONCRETE

CONSTRUCTION

CONTROL POINT

:OUNTERSUNK CFRAMIC TILF

**CURTAIN WALL** 

DEPARTMENT

DIMENSION

DOWNSPOLI

DRAWINGS

LEVATION

**EMERGENCY** 

**ENCLOSURE** 

EQUIPMENT

**FXPANSION** 

EXTERIOR

FIRE ALARM

FINISH FACI

FLOW LINE

FLUORESCENT

FIRE EXTINGUISHER

FIRE EXTING. CABINE

ELECTRICAL PANE

**ELECTRIC WATER COOLER** 

EXPANSION JOINT

DRAWER

DRINKING FOUNTAIN

DECOMPOSED GRANIT

DETAIL

ARCH.

APPROXIMATELY

ARCHITECTURAL

ASPAHLT CONCRETE

ADJUSTABLE SHELVING

THIS SCOPE OF WORK OUTLINES THE GENERAL NATURE AND EXTENT OF THE WORK. OTHER PARTS OF THE DRAWINGS AND SPECIFICATIONS MAY SHOW AND/OR REFERENCE WORK NOT SPECIFICALLY INCLUDED IN THESE NOTES.

THE WARREN HIGH SCHOOL PROJECT SHALL INCLUDE:

GRADING AND IRRIGATION MODIFICATION TO EXISTING PLAY FIELD

## PROJECT DIRECTORY

DOWNEY UNIFIED SCHOOL DISTRICT GALLEGOS ADMINSTRATION CENTER 11627 BROOKSHIRE AVENUE DOWNEY, CA 90241-7017 ATTN:

RACHLIN PARTNERS, INC. 8640 NATIONAL BOULEVARD CULVER CITY, CA 90232 ATTN: RICHARD INGRASSIA, AIA TEL: 310-204-3400 FAX: 310-204-3815 ringrassia@raclinpartners.com

IRRIGATION D.D. PAGANO INC. 4705 EAST CHAPMAN AVENUE ORANGE, CA 92869 ATTN: DAVE PAGANO TEL: 714-771-9200 FAX: 714-771-9202 ddpic@pacbell.net

# SHEET INDEX

SHEET DESCRIPTION GENERAL

COVER SHEET G101 GENERAL INFORMATION, SHEET INDEX

IRRIGATION

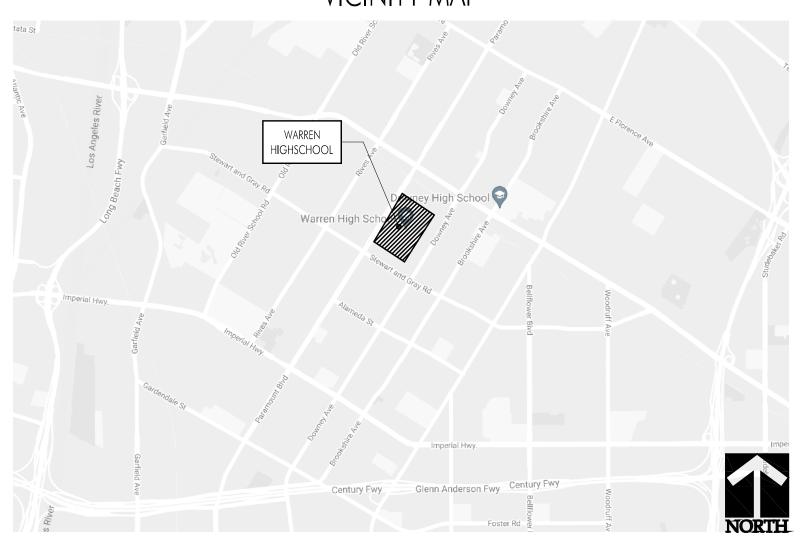
IR 101 IRRIGATION PLAN IR 102 IRRIGATION LEGENDS, NOTES AND DETAILS IR 103 IRRIGATION DETAILS

**ARCHITECTURAL** 

A101 DEMOLITION SITE PLAN A111 SITE PLAN

# PROJECT ADDRESS

WARREN HIGH SCHOOL 8141 DE PALMA STREET DOWNEY, CA 90241



DSA Stamp

APPL. No.

Architect RACHLIN PARTNERS 8640 National Boulevard Culver City, CA 90232 310.204.3400

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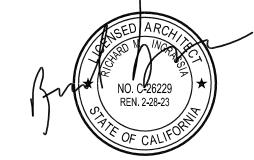
ATIO HABILI Ш

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Consultants

Sheet Title

General Information and Sheet Index

Sheet Number

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Architect

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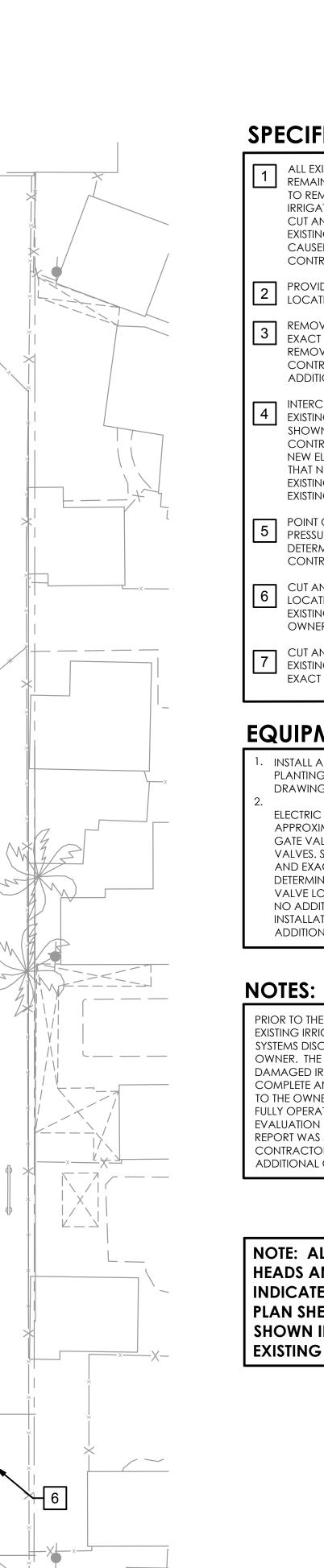


Consultants

d.d. Pagano, Inc.

Irrigation Plan

Sheet Number



# SPECIFIC IRRIGATION CONSTRUCTION NOTES

- ALL EXISTING IRRIGATION SYSTEMS OUTSIDE THE IRRIGATION CONSTRUCTION AREA SHALL REMAIN OPERATIONAL. PROTECT IN PLACE. MODIFICATIONS TO EXISTING IRRIGATION SYSTEMS TO REMAIN MAY BE REQUIRED. MODIFICATIONS SHALL BE MADE IN SUCH A MANNER THAT THE IRRIGATION SYSTEM TO REMAIN SHALL BE A COMPLETE AND UNIFORM OPERATING SYSTEM. CUT AND CAP EXISTING NON-PRESSURE LATERAL LINE PIPING AS REQUIRED. DAMAGE TO ANY EXISTING LANDSCAPING OR IRRIGATION SYSTEM OUTSIDE THE NEW CONSTRUCTION AREA CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER (TYPICAL).
- PROVIDE AND INSTALL NEW GATE VALVE ON EXISTING PRESSURE MAINLINE PIPING AT THIS LOCATION AS SHOWN. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD.
- REMOVE EXISTING IRRIGATION EQUIPMENT IN ARTIFICIAL TURF AT THIS LOCATION AS SHOWN. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. CUT AND CAP AS REQUIRED. RETURN REMOVED EQUIPMENT TO OWNER. DAMAGE TO ARTIFICIAL TURF CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER (TYPICAL).
- 4 INTERCEPT TEN (10) EXISTING CONTROL WIRES AND ONE (1) EXISTING COMMON WIRE FROM EXISTING AUTOMATIC CONTROLLER "S" AT THIS LOCATION AT EXISTING MAINLINE PIPING AS SHOWN. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. CONNECT TEN (10) NEW CONTROL WIRES AND ONE (1) NEW COMMON WIRE WITHIN NEW SPLICE BOX AND ROUTE TO NEW ELECTRIC CONTROL VALVES "S27 THROUGH S36" AS SHOWN. CONNECT AS REQUIRED SO THAT NEW ELECTRIC CONTROL VALVES "S27 THROUGH S36" OPERATE AUTOMATICALLY FROM EXISTING AUTOMATIC CONTROLLER "S". All EXISTING CONTROL AND COMMON WIRES TO EXISTING ELECTRIC CONTROL VALVES TO REMAIN SHALL BE PROTECTED IN PLACE.
- POINT OF CONNECTION: CONNECT NEW 4" PRESSURE MAINLINE PIPING TO EXISTING 4" 5 PRESSURE MAINLINE PIPING AT THIS LOCATION AS SHOWN. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. ROUTE NEW 4" PRESSURE MAINLINE PIPING TO NEW ELECTRIC CONTROL VALVES AS SHOWN.
- CUT AND CAP EXISTING PRESSURE MAINLINE PIPING AT THIS LOCATION AS SHOWN. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD. ABANDON MAINLINE PIPING IN PLACE. REMOVE EXISTING ELECTRIC CONTROL VALVES FROM ABANDONED MAINLINE PIPING AND RETURN TO
- CUT AND CAP EXISTING NON-PRESSURE LATERAL LINE PIPING AS REQUIRED TO SEPARATE EXISTING IRRIGATION SYSTEMS FROM NEW IRRIGATION SYSTEMS AT THIS LOCATION AS SHOWN. EXACT LOCATION SHALL BE DETERMINED IN THE FIELD.

## **EQUIPMENT LOCATION NOTE**

- INSTALL ALL IRRIGATION EQUIPMENT, PRESSURE MAIN LINE PIPING, CONTROL VALVES, ETC. WITHIN PLANTING AREA - ANY IRRIGATION EQUIPMENT SHOWN OUTSIDE OF PLANTING AREA IS FOR DRAWING CLARITY (TYPICAL).
- ELECTRIC CONTROL VALVE AND GATE VALVE LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL STAKE OUT EACH ELECTRIC CONTROL VALVE AND GATE VALVE LOCATION FOR REVIEW AND APPROVAL BY OWNER PRIOR TO INSTALLATION OF ALL VALVES. SEE DETAILS FOR ADDITIONAL VALVE INSTALLATION INFORMATION. FINAL LOCATION AND EXACT POSITIONING OF ELECTRIC CONTROL VALVES AND GATE VALVES SHALL BE DETERMINED BY THE OWNER. MINOR MODIFICATIONS OF ELECTRIC CONTROL VALVE AND GATE VALVE LOCATIONS AS REQUESTED BY THE OWNER SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FAILURE TO OBTAIN OWNER'S APPROVAL PRIOR TO INSTALLATION SHALL CAUSE CONTRACTOR TO MAKE OWNER DIRECTED REVISIONS AT NO ADDITIONAL COST TO OWNER.

PRIOR TO THE START OF DEMOLITION, THE CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING IRRIGATION SYSTEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS DISCOVERED BY THE INVESTIGATION, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE OWNER WILL AUTHORIZE THE CONTRACTOR TO PREPARE A BID FOR THE REPAIR OF THE DAMAGED IRRIGATION SYSTEMS AS DETERMINED DURING THE INVESTIGATION. FAILURE TO COMPLETE AN EVALUATION OF THE EXISTING IRRIGATION SYSTEMS, AND REPORTING DEFICIENCES TO THE OWNER, WILL CAUSE THE OWNER TO ASSUME THAT THE EXISTING IRRIGATION SYSTEMS ARE fully operational and no repairs are necessary. Any damage discovered after the EVALUATION REPORT HAS BEEN SUBMITTED TO THE OWNER, OR IN THE EVENT THAT NO EVALUATION REPORT WAS SUBMITTED TO THE OWNER, IT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR THE DAMAGED IRRIGATION SYSTEMS. THIS SHALL OCCUR WITH NO ADDITIONAL COST TO THE OWNER.

NOTE: ALL SYMBOLS INDICATED ON PLAN SHEETS FOR SPRINKLER HEADS AND IRRIGATION EQUIPMENT SHOWN IN GRAY TONE INDICATE EXISTING CONDITIONS. ALL SYMBOLS INDICATED ON PLAN SHEETS FOR SPRINKLER HEADS AND IRRIGATION EQUIPMENT SHOWN IN SOLID TONE INDICATE NEW CONDITIONS. VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK.

d.d. Pagano inc. IRRIGATION CONSULTANTS 4705 EAST CHAPMAN AVENUE ORANGE - CA 92869 (714) 771-9200 FAX (714) 771-9202

S30

S29

2" 62.8

MV 2" 66.6

S26

= 7

IRRIGATION PLAN

FOR IRRIGATION LEGENDS AND NOTES, SEE SHEET

S33 2" 94.2

5

S32

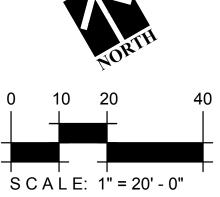
Call: TOLL FREE 811 or (800) 422-4133 TWO WORKING DAYS BEFORE YOU DIG

SCALE: 1" = 20'









(1) NIBCO F-619-RWS FLANGED GATE VALVE WITH GATE VALVE WITH 2" OPERATING NUTAND HARCO SPIGOT X FLANGE ADAPTER ON RUN SIDES OF GATE VALVE. SAME SIZE AS MAINLINE

SIZE AS SHOWN ON DRAWINGS.

② HARCO PT# 80X60 DUCTILE IRON IPS FLANGE x SPIGOT ADAPTER. . X= SAME SIZE AS GATE

3 HARCO PT# 820X11 DUCTILE IRON FITTING TO PIPE CLAMSHELL JOINT RESTRAINT. X= MAINLINE PIPE SIZE.

4 PVC CLASS 200 RING TITE IRRIGATION MAINLINE. SIZE AS SHOWN ON DRAWINGS. (5) STAINLESS STEEL NUTS AND BOLTS. TYPICAL. **6** 3/4" CRUSHED ROCK. TYPICAL.

(7) COMMON BRICK - (2 REQUIRED).

(8) 10" ROUND VALVE BOX W/BOLT-DOWN COVER. HEAT BRAND "GV" ON VALVE BOX LID IN 2" HIGH CHARACTERS.

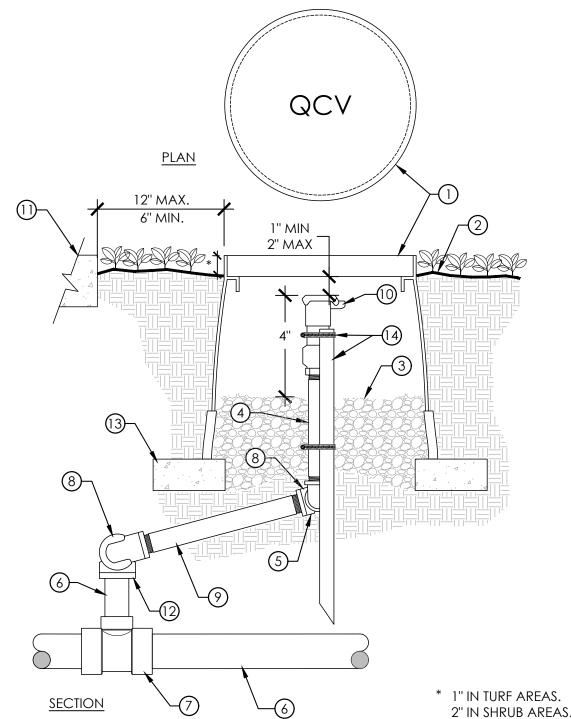
6" PVC CLASS 200 OR SCHEDULE 40 EXTENSION-LENGTH AS REQUIRED.

\* 1" IN TURF AREAS. 2" IN SHRUB AREAS.

> FLANGED GATE VALVE SCALE: N.T.S.

4" AND LARGER





# LEGEND

(1) 10" ROUND VALVE BOX WITH **BLACK BOLT- DOWN COVER** HEAT BRAND "QCV" ON VALVE BOX COVER IN 2" HIGH LETTERS.

(3) 3/4" CRUSHED ROCK. 6" MINIMUM

4 BRASS NIPPLE. (LENGTH AS REQUIRED).

5 BRASS 90 DEGREE ELL.

(a) MAINLINE PIPING. (7) MAINLINE FITTING.

(8) BRASS 90 DEGREE STREET ELL.

 BRASS NIPPLE - 12" LONG. (10) QUICK COUPLING VAVLE.

11) WALK OR CURB.

12 PVC SxT SCHEDULE 80 90° ELBOW.

(13) SUPPORT BRICKS (TYP).

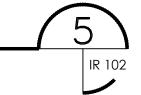
4 STEEL ANGLE STAKE. SECURE W/ (2) STAINLESS STEEL HOSE CLAMPS.

NOTE: DO NOT OVER TIGHTEN BRASS NIPPLE INTO QUICK COUPLING VALVE. USE TEFLON TAPE ON ALL MALE PIPE THREADS. CHECK FOR LEAKS.

QUICK COUPLING VALVE - IN BOX

FOR POTABLE WATER







1) NON-PRESSURE LATERAL LINE PIPING.

2 PRESSURE MAIN LINE PIPING

③ CONTROL WIRES - TAPE AND BUNDLE EVERY 10 FEET. INSTALL ADJACENT TO PRESSURE MAIN LINE.

4 PROVIDE CLEAN BACKFILL 2" UNDER AND 4" AROUND PIPE.

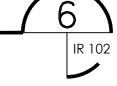
(5) SEE IRRIGATION SPECIFICATIONS FOR BACKFILL AND COMPACTION REQUIREMENTS.

(6) FINISH GRADE.

NOTE: MINIMUM BACKFILL DEPTHS FROM GRADE TO TOP OF MAINLINE: 24" FOR PIPE SIZES 3" AND LARGER. 18" FOR PIPE SIZES 2 1/2" AND SMALLER.

## TRENCHING (POTABLE WATER)

SCALE: N.T.S.



LEGEND

① ELECTRIC CONTROL VALVE

② RECTANGULAR VALVE BOX W/BLACK BOLT DOWN COVER. HEAT BRAND VALVE STATION NO. ON LID IN 2" HIGH CHARACTERS.

③ CHRISTY'S I.D.TAG - NUMBERED TO MATCH DRAWINGS.

4 FINISH GRADE. (5) 12" LONG SCHEDULE 80

TOE NIPPLE.

**6** PVC PIPE TO SPRINKLERS -ANGLE PIPE TO SPECIFIED

DEPTH WITH 45 DEG. ELLS. (7) COMMON BRICK (4 REQUIRED).

8) COMMON WIRE TO OTHER VALVES ON SAME CONTROLLER. 3/4" CRUSHED ROCK 8" DEEP.

(10) CONTROL/COMMON WIRES FROM CONTROLLER.

1) PVC SCHEDULE 40 PIPE. 12 PVC SxS 90 DEG. ELL.

(13) WIRE CONNECTOR. 14 MAIN LINE FITTING W/SOLVENT WELD OUTLET.

15 COIL WIRES PER SPECIFICATIONS.

# **ELECTRIC CONTROL VALVE**

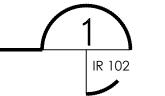
SCALE: N.T.S. POTABLE WATER

\* 2" IN SHRUB AREAS.

USE TEFLON TAPE ON ALL PVC

TO PVC MALE PIPE THREADS.

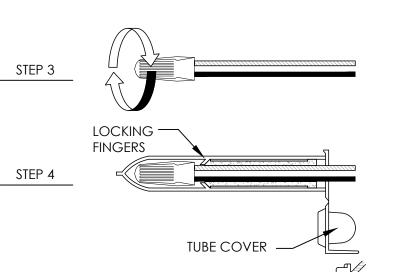
1" IN TURF AREAS.



STRIP BOTH WIRES. TWIST STRAND STRAND OVER TWISTED STRAND AS

FOLD THE OTHER HALF OF THE RIGID

AROUND RIGID STRAND OVER HALF THE

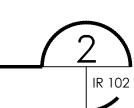


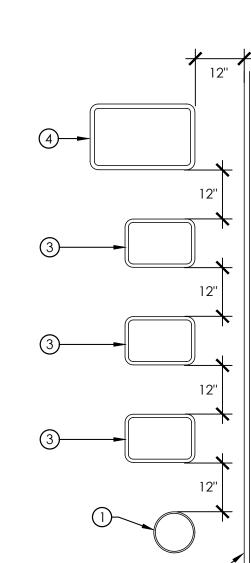
INSERT THE TWISTED SPLICE INTO THE "Y" ELECTRICAL SPRING CONNECTION AND TWIST OVER WIRE STRANDS IN A CLOCKWISE DIRECTION.

INSERT THE CONNECTOR INTO THE GEL-FILLED DIRECT BURY SPLICE KIT. PUSH PAST THE LOCKING FINGERS TO SECURE CONNECTOR INSIDE TUBE.

POSITION ALL THE WIRES THROUGH THE DEDICATED INSULATOR CHANNELS AND SNAP INSULATOR TUBE COVER CLOSED.

## 3M "DBR/Y-6" WIRE CONNECTOR





PLAN VIEW

# LEGEND

10" DIAMETER CIRCULAR VALVE BOX. ② EDGE OF LAWN, WALK, FENCE, CURB, ETC.

③ 12" x 18" RECTANGULAR VALVE BOX. 4 JUMBO RECTANGULAR VALVE BOX.

A. CENTER VALVE BOX OVER VALVE TO FACILITATE SERVICING OF VALVE.

B. SET VALVE BOXES 2" MAXIMUM ABOVE GRADE IN MULCH COVER OR GROUNDCOVER/SHRUB AREAS - SET 1" ABOVE FINISH GRADE IN TURF AREAS.

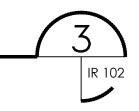
C. SET VALVE BOX AND VALVE ASSEMBLY IN GROUND-COVER/SHRUB AREA WHERE POSSIBLE - INSTALL IN TURF ONLY IF THERE IS NO ADJACENT GROUND- COVER.

D. SET VALVE BOXES PARALLEL TO ONE ANOTHER AND PERPENDICULAR TO EDGE.

E. AVOID HEAVY COMPACTION OF SOIL AROUND VALVE BOXES TO PREVENT THEIR DEFORMATION/COLLAPSE.

# VALVE BOX LAYOUT

SCALE: N.T.S.



## **GENERAL IRRIGATION NOTES:**

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FAMILIARIZE ITSELF WITH ALL GRADE DIFFERENCES, LOCATION OF WALLS, RETAINING WALLS, ETC AND COORDINATE ITS WORK WITH OTHERS FOR THE LOCATION AND THE INSTALLATION OF PIPE SLEEVES THROUGH WALLS, UNDER ROADWAYS, PAVING, STRUCTURES, ETC.

THIS DESIGN IS DIAGRAMMATIC. ALL PIPING, VALVES, ETC. SHOWN WITHIN PAVED AREAS IS FOR DESIGN CLARIFICATION ONLY AND SHALL BE INSTALLED IN PLANTING AREAS WHERE POSSIBLE. AVOID ANY CONFLICTS BETWEEN THE SPRINKLER SYSTEM, PLANTING AND ARCHITECTURAL

THE SPRINKLER SYSTEM DESIGN IS BASED ON THE MINIMUM OPERATING PRESSURE AND THE MAXIMUM FLOW DEMAND SHOWN ON THE IRRIGATION DRAWINGS AT EACH POINT OF CONNECTION. THE CONTRACTOR SHALL VERIFY WATER PRESSURE PRIOR TO CONSTRUCTION. REPORT ANY DIFFERENCE BETWEEN THE WATER PRESSURE INDICATED ON THE DRAWINGS AND THE ACTUAL PRESSURE READING AT THE IRRIGATION POINT OF CONNECTION TO THE OWNER' AUTHORIZED REPRESENTATIVE. IN THE EVENT PRESSURE DIFFERENCES ARE NOT REPORTED PRIOR TO START OF CONSTRUCTION.

DO NOT WILLFULLY INSTALL THE SPRINKLER SYSTEM AS SHOWN ON THE DRAWINGS WHEN IT IS OBVIOUS IN THE FIELD THAT OBSTRUCTIONS, GRADE DIFFERENCES OR DIFFERENCES IN THE AREA DIMENSIONS EXIST THAT MIGHT NOT HAVE BEEN CONSIDERED IN THE ENGINEERING. SUCH OBSTRUCTIONS OR DIFFERENCES SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE. IN THE EVENT THIS NOTIFICATION IS NOT PERFORMED, THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY REVISIONS NECESSARY.

IN ADDITION TO THE CONTROL WIRE SLEEVES SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF CONTROL WIRE SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS.

INSTALL ALL PIPE MATERIALS AND EQUIPMENT AS SHOWN IN DETAILS. USE TEFLON TAPE OR TEFLON PIPE DOPE ON ALL PVC TO PVC MALE PIPE THREADS ON ALL SPRINKLER SWING JOINT AND VALVE ASSEMBLIES.

ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN SHRUB OR GROUND COVER AREAS SHALL BE INSTALLED SO THAT THE TOP OF THE SPRINKLER HEAD IS 1" ABOVE FINISH GRADE.

ALL POP-UP TYPE SPRINKLER HEADS INSTALLED IN TURF AREAS SHALL BE INSTALLED SO THAT THE TOP OF THE SPRINKLER HEADS ARE FLUSH WITH ADJACENT SIDEWALK OR CURB. ADJUSTING OF ALL LAWN HEADS BY THE CONTRACTOR, SO THAT THE TOP OF THE SPRINKLER

HEAD IS 1/4" ABOVE FINISH GRADE, SHALL BE ACCOMPLISHED WITHIN TEN (10) DAYS AFTER

. ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE OF THE AREA TO BE IRRIGATED UNLESS OTHERWISE DESIGNATED ON THE PLANS.

NOTIFICATION BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

THE CONTRACTOR SHALL FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS AND/OR BUILDINGS AS MUCH AS POSSIBLE. THIS SHALL INCLUDE USE OF RAINBIRD "PCS" PRESSURE COMPENSATING SCREENS, SELECTING THE BEST DEGREE OF ARC TO FIT THE EXISTING SITE CONDITIONS AND TO THROTTLE THE FLOW CONTROL AT EACH VALVE TO OBTAIN THE OPTIMUM OPERATING PRESSURE FOR EACH SYSTEM.

120 VOLT ELECTRICAL POWER OUTLET AT THE AUTOMATIC CONTROLLER LOCATION SHALL BE PROVIDED BY UNDER THE ELECTRICAL SECTION OF THE SPECIFICATIONS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO COORDINATE ELECTRICAL SERVICE WITH UTILITY COMPANY AND TO MAKE THE FINAL HOOK-UP FROM THE ELECTRICAL OUTLET TO THE AUTOMATIC CONTROLLER.

## GENERAL IRRIGATION CONSTRUCTION NOTES

IRRIGATION RECONSTRUCTION AND/OR MODIFICATION OF THE EXISTING LANDSCAPE IRRIGATION SYSTEM WILL BE REQUIRED DUE TO THE RENOVATION OF EXISTING LANDSCAPE AND HARDSCAPE.

PRIOR TO THE START OF DEMOLITION, THE CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING IRRIGATION SYSTEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS DISCOVERED BY THE INVESTIGATION, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE OWNER WILL AUTHORIZE THE CONTRACTOR TO PREPARE A BID FOR THE REPAIR OF THE DAMAGED IRRIGATION SYSTEMS AS DETERMINED DURING THE INVESTIGATION. FAILURE TO COMPLETE AN EVALUATION OF THE EXISTING IRRIGATION SYSTEMS, AND REPORTING DEFICIENCIES TO THE OWNER, WILL CAUSE THE OWNER TO ASSUME THAT THE EXISTING IRRIGATION SYSTEMS ARE FULLY OPERATIONAL AND NO REPAIRS ARE NECESSARY. ANY DAMAGE DISCOVERED AFTER THE EVALUATION REPORT HAS BEEN SUBMITTED TO THE OWNER, OR IN THE EVENT THAT NO EVALUATION REPORT WAS SUBMITTED TO THE OWNER, IT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR THE DAMAGED IRRIGATION SYSTEMS. THIS SHALL OCCUR WITH NO ADDITIONAL COST TO THE OWNER.

IN SOME CASES EXISTING IRRIGATION SYSTEMS WITHIN THE LIMIT OF WORK LINE WILL NEED TO BE ADJUSTED TO KEEP EXISTING PLANT MATERIAL DESIGNATED TO REMAIN WELL IRRIGATED. CONTRACTOR SHALL MEET WITH A IRVINE COMPANY APARTMENT COMMUNITIES REPRESENTATIVE TO DETERMINE BEST SOLUTION TO TURN OFF, REMOVE, CHANGE DEGREE OF ARC, ETC. TO ENSURE IRRIGATION OF EXISTING PLANT MATERIAL DESIGNATED WITHOUT OVER SPRAYING ON TO CONSTRUCTION WORK AREA.

IT IS THE INTENT THAT THE INSTALLATION OF THE NEW IRRIGATION SYSTEM BE AS SHOWN ON THE IRRIGATION DRAWINGS. CONNECTION OF THE NEW IRRIGATION PRESSURE MAIN LINE PIPING SHALL BE MADE TO THE EXISTING IRRIGATION PRESSURE MAIN LINE PIPING AT APPROXIMATE LOCATIONS SHOWN ON THE DRAWING. EXACT LOCATION FOR POINTS OF CONNECTIONS, CONNECTION TO EXISTING ELECTRIC CONTROL VALVES AND CONTROL WIRES SHALL BE COORDINATED WITH THE OWNER'S AUTHORIZED REPRESENTATIVE. THE IRRIGATION DRAWING WAS PREPARED USING THE EXISTING AS-DESIGNED IRRIGATION AS A GUIDE. IT SHALL BE THE RESPONSIBILITY OF THE IRRIGATION CONTRACTOR TO VERIFY ALL EXISTING SITE CONDITIONS AND PROVIDE A STATEMENT OF INTENDED CONSTRUCTION PROCEDURES FOR APPROVAL BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO START OF CONSTRUCTION.

UNLESS OTHERWISE NOTED AS EXISTING TO REMAIN, THE CONTRACTOR SHALL ONLY REMOVE ALL EXISTING SPRINKLER HEADS AND NON-PRESSURE LATERAL LINE PIPING INSTALLED DURING THE CONSTRUCTION OF THE EXISTING IRRIGATION SYSTEM THAT FALL WITHIN THE LIMITS OF THE NEW IRRIGATION CONSTRUCTION AREA. ALL SPRINKLER HEADS REMOVED, AS WELL AS ALL OTHER EQUIPMENT SCHEDULED FOR REMOVAL, SHALL BE TURNED OVER TO THE OWNER'S AUTHORIZED REPRESENTATIVE WITH A TRANSMITTAL LISTING ALL ITEMS. ALL OTHER MATERIALS TO BE REMOVED, SHALL BE REMOVED FROM THE SITE AND LEGALLY DISPOSED OF BY THE CONTRACTOR.

ALL IRRIGATION SYSTEMS OUTSIDE OF THE NEW CONSTRUCTION AREA SHALL REMAIN OPERATIONAL. CUT AND CAP EXISTING NON-PRESSURE LATERAL LINE PIPING AS REQUIRED TO COMPLETE THE NEW IRRIGATION CONSTRUCTION. DAMAGE TO ANY EXISTING LANDSCAPING OR IRRIGATION SYSTEM OUTSIDE OF THE NEW IRRIGATION CONSTRUCTION AREA, CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.

UNLESS OTHERWISE NOTED, ALL IRRIGATION SHOWN SHALL BE CONSIDERED NEW AND SHALL BE INSTALLED IN SUCH A MANNER THAT THE NEW IRRIGATION SYSTEM WILL BE COMPATIBLE WITH THE EXISTING IRRIGATION SYSTEM TO PROVIDE A COMPLETE AND EFFICIENT OPERATING SYSTEM.

FIELD ADJUSTMENTS MAY BE REQUIRED TO PROVIDE OPTIMUM OPERATION EFFICIENCY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING THE OWNER'S AUTHORIZED REPRESENTATIVE TO REVIEW FIELD ADJUSTMENTS PRIOR TO INSTALLATION. IN THE EVENT NO CONTACT IS MADE WITH THE OWNER'S AUTHORIZED REPRESENTATIVE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISIONS NECESSARY.

PERMISSION TO SHUT OFF IRRIGATION WATER FOR DEMOLITION OF EXISTING IRRIGATION SYSTEM SHALL BE APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO

). "AS-BUILT" RECORD DRAWINGS OF EXISTING IRRIGATION SYSTEMS AND/OR IRRIGATION CONTROLLER CHATS ARE NOT AVAILABLE. REFER TO AS DESIGNED IRRIGATION DRAWINGS FOR ADDITIONAL INFORMATION.

# IRRIGATION SPRINKLER LEGEND - MP ROTATOR AND ROTOR HEADS

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	NOZZLE	RADIUS	G.P.M	P.S.I.	PATTERN
(18)	HUNTER	I-25-04-SS-R	4" POP-UP ROTOR HEAD	18	55* FT.	15.7	60	FULL CIRCLE
18		I-25-04-SS-R		18	55*	15.7	60	ADJ.
18)		I-25-04-SS-R		18	55*	15.7	60	ADJ.
10		I-25-04-SS-R		10	48*	11.1	60	ADJ.
07		I-25-04-SS-R		07	42*	7.5	60	ADJ.
04	$\perp$	I-25-04-SS-R		04	36* ⊥	4.7	60	ADJ.

\* ADJUST RADIUS OF GEAR DRIVEN ROTOR SPRINKLERS FOR HEAD-TO-HEAD COVERAGE AND AS REQUIRED TO PREVENT OVERSPRAY.

# IRRIGATION MATERIALS AND EQUIPMENT LEGEND

SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION				
S	STERLING	36	EXISTING WALL MOUNT AUTOMATIC CONTROLLER SHALL REMAIN OPERATIONAL. PROTECT IN PLACE.				
•	WEATHERMATIC	MAX-DW	NEW ELECTRIC CONTROL VALVE - SIZE NOTED. ***				
•	RAIN BIRD	44-NP	QUICK COUPLING VALVE WITH NON-POTABLE LOCKING PURPLE RUBBER COVER - 1"				
$\oplus$	NIBCO	T-113K	GATE VALVE WITH BRONZE CROSS HANDLE - SIZE NOTED				
H	NIBCO	F-619	FLANGED GATE VALVE WITH NON-RISING STEM AND RESILIENT WEDGE - LINE SIZE				
SB	SERIES IRRIGATION	SPLICE OR PULL BOX	AS REQUIRED FOR FIELD CONDITIONS.				
<u> </u>	EXISTING BURIED RE	EXISTING BURIED RECYCLED IRRIGATION PRESSURE MAIN LINE PIPING SHALL REMAIN OPERATIONAL. PROTECT IN PLACE.					
	BURIED PRESSURE MAIN LINE PIPING - USE PVC CLASS 200 PIPE WITH RUBBER GASKETED JOINTS AND HARCO DEEP BELL DUCTILE IRON FITTINGS WITH REQUIRED THRUST BLOCKS FOR SIZES 3" AND LARGER. USE PVC CLASS 315 WITH SOLVENT WELDED JOINTS FOR SIZES 2" AND 2-1/2" AND PVC SCHEDULE 40 WITH SOLVENT WELDED JOINTS FOR SIZES 1-1/2" AND SMALLER SIZE NOTED. USE WHITE PIPE FOR POTABLE WATER.						
	ING - USE PVC SCHEDULE 40 FOR LATERAL LINE PIPING INSTALLED WITHIN PLANTING ISTALLED UNDER PAVED AREAS - SIZE NOTED - USE WHITE PIPE FOR POTABLE WATER.						
not shown	NOT SHOWN  ROUTE NEW CONTROL AND COMMON WIRES FROM IRRIGATION CONTROLLER TO ALL CONTROL VALVES. ROUTING CONTROL WIRES SHALL FOLLOW IRRIGATION MAINLINE PIPING WHERE POSSIBLE. CONTROL WIRE ROUTING SHALL BE IN ON THE IRRIGATION AS-BUILT RECORD DRAWINGS.						
	INDICATES AUTOMATIC CONTROLLER STATION NUMBER INDICATES FLOW IN G.P.M. FOR ELECTRIC CONTROL VALVES. INDICATES ELECTRIC CONTROL VALVE SIZE						
*** THE IRRI	GATION CONTRACTO	R SHALL ADJUST THE T	HROTTLING STEM AT EACH ELECTRIC CONTROL VALVE SO THAT THE				

SPRINKLER HEAD FARTHEST AND HIGHEST IN ELEVATION FROM ITS RESPECTIVE CONTROL VALVE OPERATES WITHIN THE OPERATING PRESSURE SHOWN ON THE IRRIGATION LEGEND. NOT TO EXCEED FIVE (5) PSI ABOVE THE GIVEN OPERATING PRESSURE.

## **EQUIPMENT LOCATION NOTE**

INSTALL ALL IRRIGATION EQUIPMENT, PRESSURE MAIN LINE PIPING, CONTROL VALVES, ETC. WITHIN PLANTING AREA - ANY IRRIGATION EQUIPMENT SHOWN OUTSIDE OF PLANTING AREA IS FOR DRAWING CLARITY (TYPICAL).

. ELECTRIC CONTROL VALVE AND GATE VALVE LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE. THE CONTRACTOR SHALL STAKE OUT EACH ELECTRIC CONTROL VALVE AND GATE VALVE LOCATION FOR REVIEW AND APPROVAL BY OWNER PRIOR TO INSTALLATION OF ALL VALVES. SEE DETAILS FOR ADDITIONAL VALVE INSTALLATION INFORMATION. FINAL LOCATION AND EXACT POSITIONING OF ELECTRIC CONTROL VALVES AND GATE VALVES SHALL BE DETERMINED BY THE OWNER. MINOR MODIFICATIONS OF ELECTRIC CONTROL VALVE AND GATE VALVE LOCATIONS AS REQUESTED BY THE OWNER SHALL BE PROVIDED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. FAILURE TO OBTAIN OWNER'S APPROVAL PRIOR TO INSTALLATION SHALL CAUSE CONTRACTOR TO MAKE OWNER DIRECTED REVISIONS AT NO ADDITIONAL COST TO OWNER.

## **NOTES:**

PRIOR TO THE START OF DEMOLITION. THE CONTRACTOR SHALL INVESTIGATE THE CONDITION OF THE EXISTING IRRIGATION SYSTEMS DESIGNATED TO REMAIN. ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEMS DISCOVERED BY THE INVESTIGATION, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER. THE OWNER WILL AUTHORIZE THE CONTRACTOR TO PREPARE A BID FOR THE REPAIR OF THE DAMAGED IRRIGATION SYSTEMS AS DETERMINED DURING THE INVESTIGATION. FAILURE TO COMPLETE AN EVALUATION OF THE EXISTING IRRIGATION SYSTEMS, AND REPORTING DEFICIENCES TO THE OWNER, WILL CAUSE THE OWNER TO ASSUME THAT THE EXISTING IRRIGATION SYSTEMS ARE FULLY OPERATIONAL AND NO REPAIRS ARE NECESSARY. ANY DAMAGE DISCOVERED AFTER THE EVALUATION REPORT HAS BEEN SUBMITTED TO THE OWNER, OR IN THE EVENT THAT NO EVALUATION REPORT WAS SUBMITTED TO THE OWNER, IT SHALL BECOME THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR THE DAMAGED IRRIGATION SYSTEMS. THIS SHALL OCCUR WITH NO ADDITIONAL COST TO THE OWNER.

NOTE: ALL SYMBOLS INDICATED ON PLAN SHEETS FOR SPRINKLER HEADS AND IRRIGATION EQUIPMENT SHOWN IN GRAY TONE INDICATE EXISTING CONDITIONS. ALL SYMBOLS INDICATED ON PLAN SHEETS FOR SPRINKLER HEADS AND IRRIGATION EQUIPMENT SHOWN IN SOLID TONE INDICATE NEW CONDITIONS. VERIFY EXISTING CONDITIONS IN THE FIELD PRIOR TO START OF WORK.

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Irrigation Legends, Notes and Details

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1. ROUND VALVE BOX WITH BLACK BOLT-DOWN COVER - HEAT BRAND "MV" ON VALVE BOX COVER IN 2" HIGH LETTERS.

2. FINISH GRADE.

LEGEND

3. GATE VALVE WITH BRONZE WHEELHANDLE OR CROSSHANDLE.

4. 6" DIA. SCH. 40 PVC PIPE EXTENSION - LENGTH AS REQUIRED.

5. 3/4" CRUSHED ROCK - 8" DEPTH.

6. COMMON BRICK (2 REQUIRED).

7. 12" LONG SCHEDULE 80 TOE NIPPLE. (TYPICAL)

8. 2" CLEARANCE.

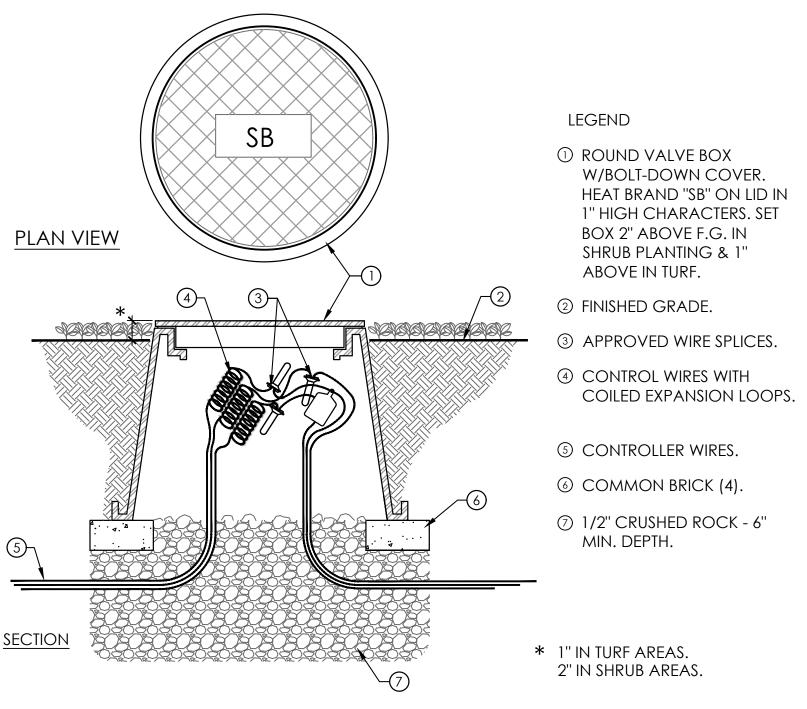
9. PVC PIPE FROM MAINLINE - ANGLE PIPE TO SPECIFIED DEPTH WITH 45 DEG. ELLS.

10. PVC PIPE TO SPRINKLERS.

\* 2" IN SHRUB AREAS.

MANUAL VALVE

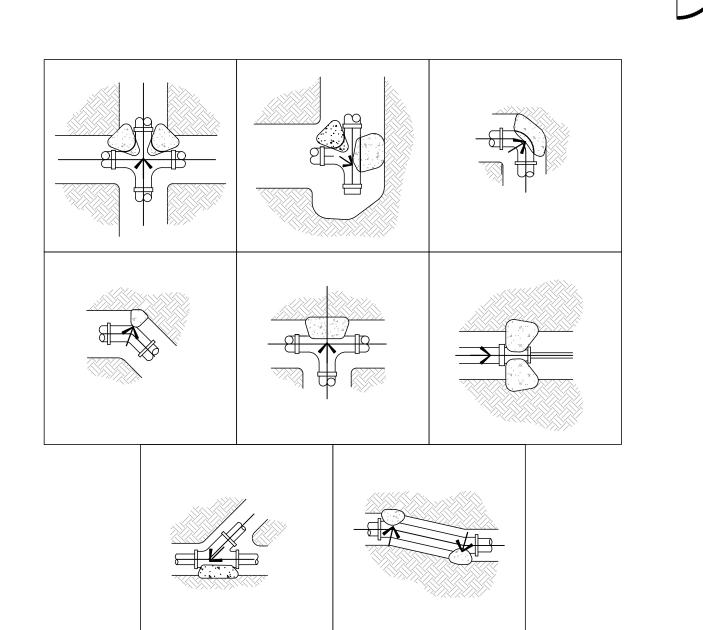
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• FIELD SPLICES WILL NOT BE ALLOWED EXCEPT WHERE APPROVED BY OWNER.

## CONTROL WIRE SPLICE BOX

SCALE: N.T.S.



ALL THRUST BLOCKS AND MAIN LINES SHALL BE INSTALLED, SIZED AND TESTED ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS WHICH SHALL BE A PART OF THE INSTALLATION SPECIFICATIONS.

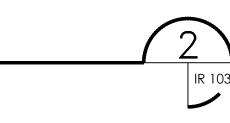
2. CONCRETE THRUST BLOCK SHALL HAVE CONTACT WITH FITTING ONLY AND REMAIN CLEAR OF PIPE AND JOINTS.

3. THRUST BLOCK TO BE CONSTRUCTED OF 3000 PSI CONCRETE.

4. THRUST BLOCK TO BE POURED AGAINST UNDISTURBED SOIL.

## THRUST BLOCK

SCALE: N.T.S.



① AT TIME OF INSTALLATION, SET ROTOR FLUSH WITH ADJACENT WALK OR CURB AND 1/4" ABOVE FINISH GRADE IN OPEN AREAS FOR SODDED TURF AND FLUSH WITH ADJACENT WALK OR CURB AND 2" ABOVE FINISH

GRADE IN OPEN AREAS FOR SEEDED TURF.\*

7) 3/4" PVC SCHEDULE 80 NIPPLE - 12" LONG.

ADJUST ANY RAISED SPRINKLER HEADS TO PROPER HEIGHT (1/4" ABOVE FINISH

GRADE) PRIOR TO END OF MAINTENANCE PERIOD.

LEGEND

② SIDEWALK OR CURB.

4 LATERAL LINE PIPE.

6 3/4" PVC SCH. 40 TxT 90 DEGREE STREET ELL.

⑤ PVC SxSxT TEE.

8 FINISH GRADE.

\* NOTE: USE TEFLON TAPE ON ALL PVC MALE PIPE THREADS.

③ 6" POP-UP ROTOR HEAD.

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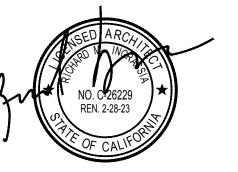
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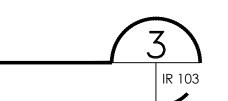
Consultants

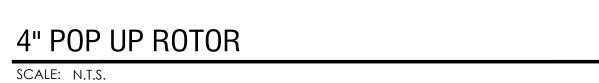
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Irrigation Details

4" POP UP ROTOR





Sheet Number

d.d. Pagano inc. IRRIGATION CONSULTANTS 4705 EAST CHAPMAN AVENUE ORANGE - CA 92869 (714) 771-9200 FAX (714) 771-9202

DIGALERT Underground Service Alert Call: TOLL FREE 811 or (800) 422-4133 TWO WORKING DAYS BEFORE YOU DIG

SYMBOL LEGEND

DESCRIPTION SYMBOL EXISTING BUILDING existing decomposed granite warning track. Modify boundary as indicated on SHEET A111

KILL EXISTING TURF WITH 3 APPLICATIONS OF HERBICIDE (AT LEAST ONE WEEK APART AND AFTER NEW GROWTH APPEARS) AND TREAT for nutsedge, scrape and remove dead grass, and SCARIFY TOP 6" OF SOIL IN PREPARATION FOR NEW GRADING AND SEEDING.

EXISTING SKINNED BASEBALL INFIELD TO BE REGRADED

EXISTING ARTIFICIAL TURF TO REMAIN. PROTECT IN PLACE

—— — — PROPERTY LINE —x x x EXISTING CHAIN LINK FENCE TO REMAIN

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# **KEYNOTE LEGEND**

- 001 REMOVE EXISTING WOOD HEADER BOARD AND ANY ASSOCIATED ITEMS FOR ENTIRE FIELD PERIMETER
- EXISTING CHAIN-LINK BACKSTOP, DUGOUT, BENCHES AND ASSOCIATED ITEMS TO REMAIN. PROTECT IN PLACE.
- 003 EXISTING FENCE ENCLOSURE TO REMAIN. PROTECT IN PLACE.

## **GENERAL NOTES**

1. SEE IRRIGATION DRAWINGS FOR MODIFICATIONS TO EXISTING IRRIGATION SYSTEM.

REHABILITATION

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Demolition Site Plan

SYMBOL LEGEND

**EXISTING BUILDING** 

LASER GRADE EXISTING SKINNED BASEBALL PLAY SURFACE TO MATCH EXISTING ELEVATIONS. PROVIDE A FINISH GRADE, SMOOTH, UNIFORM, AND FREE OF ABRUPT GRADE CHANGES AND DEPRESSIONS TO INSURE PROPER SURFACE DRAINAGE. TOP DRESS WITH CONDITIONER PER PLANTING SPECIFICATIONS.

PROVIDE NEW COMPOSITE HEADER BOARD AND STAKES AT BOUNDARY WITH GRASS AREAS.

EXISTING DECOMPOSED GRANITE WARNING TRACK. PROVIDE NEW COMPOSITE HEADER BOARD AND STAKES AT BOUNDARY WITH PLAY FIELD. REPAIR TRACK AS REQUIRED TO PROVIDE A UNIFORM SURFACE

· • • •

— X — X

AMEND SOIL AND LASER GRADE TO MATCH EXISTING AND ADJACENT ELEVATIONS. ADJUST GRADES AS NECESSARY TO ACCOMMODATE THICKNESS OF SOD AND ACHIEVE REQUIRED ELEVATIONS. PROVIDE A FINISH GRADE, SMOOTH, UNIFORM, AND FREE OF ABRUPT GRADE CHANGES AND DEPRESSIONS TO INSURE PROPER SURFACE DRAINAGE. INSTALL SOD PER PLANTING SPECIFICATIONS.

EXISTING ARTIFICIAL TURF TO REMAIN. PROTECT IN PLACE

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—— — — PROPERTY LINE

EXISTING CHAIN LINK FENCE TO

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## KEYNOTES LEGEND

101 EXTEND DECOMPOSED GRANITE WARNING TRACK AS SHOWN. PROVIDE AGGREGATE BASE AND DECOMPOSED GRANITE SURFACING IN SECTION DEPTHS TO MATCH EXISTING WARNING TRACK CONSTRUCTION. COORDINATE EXACT BORDER WITH DUSD GROUNDS STAFF TO ENSURE TRACK CAN ACCOMMODATE MAINTENANCE EQUIPMENT TURNING RADIUS

## **GENERAL NOTES**

1. SEE IRRIGATION DRAWINGS FOR MODIFICATIONS TO EXISTING IRRIGATION

2. PATCH IRRIGATION TRENCHES TO MATCH EXISTING ADJACENT SURFACE PROFILES

3. SKINNED BASEBALL PLAY SURFACE: AFTER TRENCH REPAIR, GRADING AND SHAPING, AREAS SHALL BE ROLLED WITH A 4-TON WATER BALLAST ROLLER. ANY IRREGULARITIES SHALL BE RE-RAKED OR SCARIFIED FOR BOND, CUT OR FILLED AS REQUIRED, AND AGAIN ROLLED UNTIL FINISHED SURFACE IS TRUE, UNIFORM, FREE FROM LUMPS OR DEPRESSIONS, AND SURFACE IRREGULARITIES.

> 1. APPLY WATER AS REQUIRED, TO MAINTAIN SURFACING MATERIAL IN PROPER CONDITION FOR WORKING AND COMPACTING.

2. WHERE 4-TON ROLLER IS IMPRACTICAL SUCH AS ON RUNNING LANES AND PITCHER'S MOUND, PROVIDE EQUIVALENT METHODS IN ORDER TO PROVIDE 95 PERCENT RELATIVE COMPACTION

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Site Plan

Sheet Number