Peralta Community College District

Project Manual for:

Bid No. 15-16/11

Laney College Tower Interior Modifications
Project Number: 2314

Located at:
900 Fallon Street, Oakland, CA 94607
November 6, 2015

Peralta Community College District
Department of General Services
Gary Banks, Facilities Project Manager
(510) 587-7864

Byrens Kim Design Works
361 17th Street
Oakland, California 94612

Advertisement Date: 11/6/15 & 11/13/15
Bid Date: 12/10/15
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### TABLES (NOT USED)

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END OF DOCUMENT
NOTICE INVITING BIDS

1.01 Notice Inviting Bids: Owner will receive sealed Bids at Peralta Community College District, Purchasing Department, 501 5th Avenue, Oakland, CA 94606 until 2 p.m. on December 10, 2015 for the following public work:

Peralta Community College District
Laney College Tower Interior Modifications
900 Fallon Street, Oakland, CA 94607

1.02 Project Description: The Work includes, without limitation, installation of a new glass enclosure at the Laney Tower lobby reception desk, replacing ceiling material and light fixtures at the adjacent lobby mail room, complete renovation of the Laney Tower basement staff restroom, and resurfacing a basement storage room floor, including new entrance ramp, in accordance with the Construction Documents prepared by Byrens Kim Design Works.

This project will require special hours for demolition. See Document 01 1100 Summary of Work.

The Laney College Tower Entry Doors Replacement Project shall be Substantially Completed within 60 Calendar days from the date when Contract Time commences to run.

Procurement of Bidding Documents: Bidding Documents contain the full description of the Work. Bidders may obtain Bidding Documents from

(Available for purchase)
East Bay Blue Print
1475 Fourteenth Ave
Oakland, CA 94606
510-261-2990
ebbp@eastbayblueprint.com

Note: The Bid and Contract Documents are available at East Bay Blue Print for non-refundable payment of the cost of reprographics and shipping per set. Payment shall be made to East Bay Blue Print.

(Available for viewing)
Department of General Services
Plan Room
Peralta Community College District
333 East 8th Street, Oakland, CA 94606

A copy of Contract Documents may be obtained online through the Peralta Website. Website: www.peralta.edu
Under “Quick Links”, click “Business Opportunities” to download the bid packet

The following plan room services have received sets of Bidding Documents for the Work contemplated herein:
Builders Exchange of Alameda
3055 Alvarado Street
San Leandro, CA 94577
Tel. 510-483-8880 Fax 510-352-1509
Email: beac@beac.com
1.03 **Bid shall be received** at 501 5th Avenue. For information pertaining to the Bidding Documents, please contact **John Hiebert**, District Buyer.

   a. **Bid shall be received and reviewed at:**

   Peralta Community College District  
   Purchasing Department  
   Attn: **John Hiebert**  
   501 5th Avenue  
   Oakland, CA 94606  
   (510) 466-7217

1.04 **Instructions:** Bidders shall refer to Document 00 2000 Instructions to Bidders for required documents and items to be submitted in a sealed envelope, at 501 5th Avenue no later than the time and date set forth in Paragraph 1 above.

1.05 **Mandatory Pre-Bid Site Visit:** PCCDD will conduct a Mandatory Pre-Bid Conference and Site Visit at 2:00 PM on **November 17, 2015** in the conference room at the Department of General Services, 333 East 8th Street, Oakland, CA 94606. The Pre-Bid Conference and Site Visit will last approximately two hours.

1.06 **Bid Preparation Cost:** Bidders are solely responsible for the cost of preparing their Bids.

1.07 **Reservation of Rights:** Owner specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. Owner may reject any and all Bids and waive any minor irregularities in the Bids.

**ARTICLE 2 – LEGAL REQUIREMENTS**

2.01 **Required Contractor’s License(s):** A California “B” contractor’s license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this contract.

2.02 **SB 854** now requires any contractor or subcontractor bidding on a public works project to register with the Department of Industrial Relations (“DIR”).

2.03 **Substitution of Securities:** Owner will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00 6290 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.

2.04 **Prevailing Wage Laws:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations.

2.05 **Project Labor Agreement:** The Peralta Community College District has entered into a Project Labor Agreement (PLA) for all its Public Works construction projects, which requires that the successful General Contractor, and its field Subcontractors to sign the applicable Letter of Assent (LOA). The complete text including the terms and conditions, and the LOA, are included in the bid package for review by all Contractors bidding on this project. Contractors contemplating bidding on this project are strongly encouraged to review the complete PLA documents, but should at minimum be aware of the following:
No work stoppages, strikes, sympathy strikes, slowdowns or lockouts are allowed during the execution of the work.

There are provisions for alternative dispute resolution, depending on affected crafts.

Based on a formula and certain basic requirements, a Contractor may use up to five (5) “core” workers, but all workers must be dispatched through the applicable union halls.

There are goals for the utilization of local workers, utilizing the normal hiring hall procedures for dispatch.

A Contractor is not required to become signatory to a union to work on a project covered by the PLA, but is required to sign a Letter of Assent (LOA) agreeing to work under the terms of the PLA, on a project by project basis. Workers are not required to join a union but must be dispatched through a union hiring hall and must pay union initiation fees and dues when working on a project covered by the PLA.

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bids are requested by Owner, for a general construction contract, or work described in general, as set forth in Document 00 1113 (Notice Inviting Bids), and the following additional terms.

ARTICLE 1 - PROCEDURES FOR SUBMISSION OF BIDS

1.01 Required Pre-Bid Conference and Site Visit
   A. Owner will conduct Pre-Bid Conference and Site Visit at the date, time and location indicated in Document 00 1113 (Notice Inviting Bids), to consider such matters as Bidders may request and perform a Site Visit immediately following, at the Site. Bidders must attend Pre-Bid Conference and Site Visit and sign an attendance roster as a condition to bidding.
   B. The Site Visit may be the Bidders’ only opportunity to investigate conditions at the Site. Other Pre-Bid Site Visits may be scheduled at Owner’s sole discretion, depending on staff availability.

1.02 Required Pre-Bid Investigations
   A. Prior to submission of Bid, Bidder must conduct a careful examination of Bidding Documents and understand the nature, extent, and location of Work to be performed. Refer to Document 00 7200 (General Conditions) on required pre-bid investigations.
   B. Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, at the District plan room, 333 East 8th Street. Contact Gary Banks, (510) 466-7346 (gbanks@peralta.edu) to schedule an appointment.

1.03 Bidder Questions and Answers
   A. Bidders must direct all questions about the meaning or intent of Bidding Documents to Owner in writing, via email to John Hiebert (jhieber@peralta.edu). Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by written Addenda mailed, faxed, or delivered to all parties recorded by Owner as having received Bidding Documents. Owner may not answer questions received less than ten Days prior to the date for opening Bids.
   B. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect, and Bidders shall not rely on oral statements.

1.04 Addenda
   A. Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner. Addenda shall be acknowledged by number in Document 00 4113 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from Owner.

ARTICLE 2 - RECEIPT OF BIDS:

2.01 Date and Time
   A. Sealed Bids will be received by the Owner until the date and time indicated in Document 00 1113 (Notice Inviting Bids). All Bid envelopes will be time-stamped to reflect their submittal time. Owner shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00 2113.
2.02 Bid Submission:
A. Owner will receive Bids in opaque sealed 10 inch x 13 inch envelopes, containing the required items described herein.
B. Bidders should mark their Bid envelopes using the name, address, identifying information and contract number, indicated in Document 00 1113 (Notice Inviting Bids).

2.03 Required Contents of “Envelope” – Bid Submittals”
A. Document 00 4113 (Bid Form). Bidders must submit Bids on Document 00 4113 (Bid Form) in accordance with the provisions of Document 00 4113. Bidders must complete all Bid items and supply all information required by Bid documents and specifications.
B. Document 00 4313 (Bond Accompanying Bid). Bidders must submit Document 00 4313 (Bond Accompanying Bid) accompanied by a cashier’s check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or completed form of Document 00 4313 of not less than 10% of the base Bid, payable to Owner and completed in accordance with the provisions of Document 00 4313.
C. Document 00 4314 (Bidder Registration Form). Bidders must submit Document 00 4314 (Bidder Registration and Experience Form), completed in accordance with the provisions of Document 00 4314.
D. Document 00 4330 (Subcontractor List). Bidders must submit Document 00 4330 (Subcontractors List) completed in accordance with the provisions of Document 00 4330. The Subcontractors List must include the names of all subcontractors 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 total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
E. Document 00 4513 (Statement of Qualifications). Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.
F. Document 00 4519 (Non-Collusion Affidavit). Bidders must submit Document 00 4519 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00 4519.
G. Document 00 4546 (Bidder Certifications). Bidders must submit Document 00 4546 (Bidder Certification) completed in accordance with the provisions of Document 00 4546.

ARTICLE 3 - BID OPENING AND EVALUATION
3.01 Determination of Apparent Low Bidder
A. Owner will open each Bidders’ Envelope at the time and place indicated in Document 00 1113 (Notice Inviting Bids), initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
B. Apparent Low Bid will be determined solely on the total amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form). All Bidders are required to submit Bids on all Bid items (including any alternates).
C. If Apparent Low Bidder is determined to be non-responsive or non-responsible, then Owner may proceed to the next Apparent Low Bidder’s Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.
3.02 Evaluation of Bids
A. Bids must be full, complete, clearly written and using the required forms. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. Bidder’s failure to submit all required documents strictly as required entitles Owner to reject the Bid as non-responsive. All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.
B. In evaluating Bids, Owner will consider Bidders’ qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00 4113 (Bid Form) or prior to the Notice of Award.
C. Owner may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as Owner deems necessary to assist in the evaluation of any Bid and to establish Bidder’s responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to Owner’s satisfaction within the prescribed time. Submission of a Bid constitutes Bidder’s consent to the foregoing.
D. Owner shall have the right to consider information provided by sources other than Bidder. Owner shall also have the right to communicate directly with Bidder’s surety regarding Bidder’s bonds.
E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
F. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of Owner made as part of Bid evaluation process after submission of Bid.

3.03 Reservation of Rights
A. Owner reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder as non-responsive as a result of any error or omission in the Bid, or if Owner believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. For purposes of this paragraph, an “unbalanced Bid” is one having nominal prices for some Bid items and enhanced prices for other Bid items.
B. Owner may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.
C. Owner may reject any or all Bids and waive any informalities or minor irregularities in the Bids. Owner also reserves the right, in its discretion, to reject any or all Bids and to re-Bid the Project.

ARTICLE 4 - MANDATORY BID PROTEST PROCEDURES:
4.01 Submission of Written Bid Protest
A. Any Bid protest in connection with the construction contract or work described in general in Document 00 1113 (Notice Inviting Bids) must be submitted in writing to Purchasing Department address listed below, before 2:00 P.M. of the fifth Business Day following opening of the Bidders’ envelopes.

Peralta Community College District
Purchasing Department
Attn: John Hiebert
501 5th Avenue
Oakland, CA 94606
(510) 466-7217
B. The initial protest document must contain a complete statement of the basis for the protest.
C. The protest must refer to the specific portion of the document that forms the basis for the protest.
D. The protest must include the name, address, and telephone number of the person representing the protesting party.
E. Only Bidders who the Owner otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, Owner may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as Owner is entitled to take regarding an Apparent Low Bidder.
F. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

4.02 Exclusive Remedy

A. The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.

ARTICLE 5 - AWARD AND EXECUTION OF CONTRACT

5.01 Notice of Award and Submittal of Executed Contract Documents

A. If Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Owner will issue Document 00 5100 Notice of Award. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.
B. Successful Bidder must execute and submit to Owner the “Required Contract Documents and Proof of Insurance” set forth below, by 5:00 p.m. of the 20th Day following the Notice of Award.

5.02 Required Contract Documents and Proof of Insurance

A. Document 00 5200 (Agreement), fully executed by successful Bidder. Submit four originals, each bearing an original signature and initials on each page.
B. Document 00 6113.13 (Construction Performance Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.13. Submit three originals.
C. Document 00 6113.16 (Construction Labor and Material Payment Bond), fully executed by successful Bidder and surety, in the amount set forth in Document 00 6113.16. Submit three originals.
D. Document 00 6536 (Guaranty), fully executed by successful Bidder.
E. Insurance certificates and endorsements required by Document 00 7316 (Supplementary Conditions—Insurance): Submit one original set.
5.03 Failure to Execute and Deliver Documents:

A. If Bidder to whom Contract is awarded, within the period described in this Document 00 2113, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, Owner may, in its sole discretion, rescind the award, recover on Bidder’s surety bond, or deposit Bidder’s cashier’s check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder’s failure to enter into the Contract Documents. Bidder agrees that calculating the damages Owner may suffer as a result of Bidder’s failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder’s required Bid security shall be the agreed and presumed amount of Owner’s damages.

B. Upon such failure to timely deliver all required Contract Documents as set forth herein, Owner may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within sixty (60) days after the opening of the Bid Proposals.

ARTICLE 6 - GENERAL CONDITIONS AND REQUIREMENTS

6.01 Modification of Commencement of Work:

A. Owner expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to Project. Owner accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.

B. Owner shall have the right to communicate directly with Apparent Low Bidder’s proposed performance bond surety, to confirm the performance bond. Owner may elect to extend the time to receive faithful performance and labor and material payment bonds.

6.02 Conformed Project Manual:

A. Following Award of Contract, Owner may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

6.03 Payment Bond:

A. If the Project described in Document 00 1113 (Notice Inviting Bids) involves an expenditure in excess of twenty-five thousand dollars ($25,000), the successful Bidder must file a payment bond with and approved by Owner prior to entering upon the performance of the Work, in accordance with Civil Code § 3247.

6.04 Wage Rates:

A. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations.

6.05 Withdrawal of Bids:

A. Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00 2113, only by written request for the withdrawal of Bid filed with Owner at Purchasing Department address listed below Bidder or its duly authorized representative shall execute request to withdraw Bid.

Peralta Community College District
Purchasing Department
Attn: John Hiebert
501 5th Avenue
Oakland, CA 94606
(510) 466-7217
6.06 Ineligible Contractors and Subcontractors:
   A. Owner shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a
      public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the
      Contractor who is awarded the project contract shall not utilize, or allow work by, any
      subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant
      to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section
      6109.) The California Division of Labor Standards Enforcement publishes a list of debarred
      contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.

6.07 Substitutions:
   A. Bidders must base their Bids on products and systems specified in Contract Documents or listed
      by name in Addenda. Owner will consider substitution requests only for “or equal items.”
      Bidders wanting to use “or equal” item(s) may submit Document 00 6325 (Substitution Request
      Form) no later than 35 Days after Notice of Award. As a limitation on Bidder's privilege to request
      substitution of “or equal” items, Owner has found that certain items are designated as Owner
      standards and certain items are designated to match existing items in use on a particular public
      improvement either completed or in the course of completion or are available from one source.
      As to such items, Owner will not permit substitution. Such items are described in the Bidding
      Documents.

6.08 Definitions:
   A. All abbreviations and definitions of terms used in this Document 00 2113 are set forth in
      Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT
TO THE BOARD OF TRUSTEES OF THE PERALTA COMMUNITY COLLEGE DISTRICT

THIS BID IS SUBMITTED BY:

____________________________________________________________________________________

(Firm/Company Name)

Re: Laney College Tower Interior Modifications, 900 Fallon Street, Oakland, CA 94607, Project No. 2314, Bid No. 15-16/11

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with THE PERALTA COMMUNITY COLLEGE DISTRICT in the form included in the Contract Documents, Document 00 5200 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00 1113 (Notice Inviting Bids), and Document 00 2113 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 60 Days after the day of Bid opening, unless there is a bid protest, then 90 days after the day of bid opening.

3. In submitting this Bid, Bidder represents that Bidder has examined all of the Contract Documents, performed all necessary Pre-Bid investigations, received the Pre-Bid conference minutes (if any), and received the following Addenda:

<table>
<thead>
<tr>
<th>Addendum Number</th>
<th>ADDENDUM DATE</th>
<th>Signature of Bidder</th>
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4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sums of money listed in the following Schedule of Bid Prices:
**BID PRICE**

Bid items are described in Section 01 1100 (Summary of Work).

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Allowance for unforeseen conditions</td>
<td>Allowance</td>
<td>$15,000</td>
<td>$15,000</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
<td></td>
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<td>$</td>
<td>$</td>
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<tr>
<td>4.</td>
<td>All Work of Contract Documents other than Work separately provided for under other Bid items</td>
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<td>$</td>
<td>$</td>
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</tr>
</tbody>
</table>

**TOTAL**

| | TOTAL BID PRICE | $ |

Total Bid Price:

________________________________________________________
(Total Bid Price in Words)

5. Subcontractors for work included in all Bid items are listed on Document 00 4330 (Subcontractors List) submitted herewith.

6. The undersigned Bidder understands that Owner reserves the right to reject this Bid.

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00 4113 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00 2113 (Instructions to Bidders) within the times specified therein.

8. Notice of Award or request for additional information may be addressed to the undersigned Bidder at the address set forth below.

9. The undersigned Bidder herewith encloses cash, a cashier’s check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00 2113 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to THE PERALTA COMMUNITY COLLEGE DISTRICT.

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00 7200 (General Conditions) and to complete all Work within the time specified in Document 00 5200 (Agreement).

11. The undersigned Bidder agrees that, in accordance with Document 00 7200 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00 5200 (Agreement) shall be as set forth in Document 00 5200.

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

NAME OF BIDDER: ___________________________________________________________

licensed in accordance with an act for the registration of Contractors, and with license number:______________________________ Expiration: __________________.

_____________________________________________ (Principal)

_____________________________________________ (Principal)

_____________________________________________ (Principal)

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

___________________________________________ (Signature of Bidder)

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

Business Address: __________________________________________________________

__________________________________________

__________________________________________

Contractor’s Representative(s):

__________________________________________ (Name/Title)

__________________________________________ (Name/Title)

__________________________________________ (Name/Title)
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 4313

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned __________________________
( Name of Contractor )
as Principal and the undersigned as Surety are held and firmly bound unto Owner, the Peralta Community College District, as obligee, in the penal sum of __________________________
(Dollar Amount In Words)

Dollars($ __________________________)

lawful money of the United States of America being at least ten percent (10%) of the aggregate amount of said Principal __________________________’s base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors, administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for Owner Project No. 2314, Bid No. 15-16/11 Laney College Tower Interior Modifications, 900 Fallon Street, Oakland, CA 94607

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material Payment Bond, insurance certificates, Guarantee, and all other endorsements, forms, and documents required under Document 00 2000 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this ______ day of __________________________, 20____.

(Month)

(Corporate Seal) By __________________________
Principal

By __________________________
Surety

(Corporate Seal) By __________________________
Attorney in Fact

END OF DOCUMENT

Bond Accompanying Bid
Laney College Tower Interior Modifications

00 4313 - 1
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 4314

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for Owner, Bidder must:

1) Fill out this registration form completely; do not leave blanks.
2) Provide certificates of insurance or a letter evidencing coverage complying with Document 00 4513 (Statement of Qualifications).

INDEPENDENT CONTRACTOR REGISTRATION

Contractor’s License # _________________________________________________

Date: ________________________ Fed I.D. # ______________________________________

Full Corporate Name of Company: ________________________________________________

Street Address: _______________________________________________________________

____________________________________________________________________________

Mailing Address: _______________________________________________________________

____________________________________________________________________________

Phone: ________________________ Fax: ________________________

Name of Principal Contact: _______________________________________________________

Type of Business: Sacred Sole Proprietor _____ Partnership

_____ Non-Profit 501(c)(3) _____ Corporation

_____ other (please explain: ______________________________________________________)

INSURANCE

Workers’ Compensation:

Carrier: _________________________________________________________________

Address: _________________________________________________________________

Phone and Fax: ___________________________________________________________

Policy Number: ___________________________________________________________

General Liability:

Carrier: _________________________________________________________________

Bidder Registration Form
Laney College Tower Interior Modifications

00 4314 - 1
Address: __________________________________________________________

Phone and Fax: _____________________________________________________

Policy Number: _____________________________________________________

Policy Limits: $ ____________________________________________________

A.M. Best Rating: ___________________________________________________

**Automobile Liability:**

Carrier: ___________________________________________________________

Address: __________________________________________________________

Phone and Fax: _____________________________________________________

Policy Number: _____________________________________________________

Policy Limits: $ ____________________________________________________

A.M. Best Rating: ___________________________________________________

**All-risk Course of Construction (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):**

Carrier: ___________________________________________________________

Address: __________________________________________________________

Phone and Fax: _____________________________________________________

Policy Number: _____________________________________________________

Policy Limits: $ ____________________________________________________

A.M. Best Rating: ___________________________________________________

**Professional Liability (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):**

Carrier: ___________________________________________________________

Address: __________________________________________________________

Phone and Fax: _____________________________________________________

Policy Number: _____________________________________________________

Policy Limits: $ ____________________________________________________

A.M. Best Rating: ___________________________________________________
Pollution Legal Liability Insurance (if applicable, as required by Document 00 7316 [Supplementary Conditions – Insurance]):

Carrier: __________________________________________________________

Address: __________________________________________________________

Phone and Fax: ____________________________________________________

Policy Number: ____________________________________________________

Policy Limits: $ ____________________________________________________

A.M. Best Rating: ________________________________________________

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE
SAFETY EXPERIENCE

The following statements as to the Bidder’s safety experience are submitted with the Bid, as part thereof, and the Bidder guarantees the truthfulness and accuracy of all information.

1. List Bidder’s interstate Experience Modification Rate for the last three years.
   
   [20_] _____ [20_] _____ [20_] _____

2. Use Bidder’s last year’s Cal/OSHA 200 log to fill in the following number of injuries and illnesses:
   
   a. Number of lost workday cases
   
   b. Number of medical treatment cases
   
   c. Number of fatalities

3. Employee hours worked last year

4. State the name of Bidder’s safety engineer/manager:

   Attach a resume or outline of this individual's safety and health qualifications and experience.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND I AUTHORIZE OWNER, AND ITS AGENTS AND REPRESENTATIVES TO OBTAIN A CREDIT REPORT AND/OR VERIFY ANY OF THE ABOVE INFORMATION.

BIDDER:

By: ____________________________________________
    
    Signature

Its: ____________________________________________
    
    Title

Date____________________________________________

END OF DOCUMENT
Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

<table>
<thead>
<tr>
<th>Full Name of Subcontractor and Address of Mill or Shop</th>
<th>Description of Work: Reference To Bid Items</th>
<th>Subcontractor’s License No.</th>
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<td>(Bidder to attach additional sheets if necessary)</td>
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</table>
ARTICLE 1 – GENERAL INFORMATION

1.01 Minimum Bidder Qualifications.

A. Bidders must be duly licensed in accordance with the California Business & Professions Code and have a history of work performance sufficient to meet the requirements of a responsible bidder in the California Public Contract Code Section 1104.

B. Bidders must have three (3) years experience as a continuously operating entity engaged in the performance of similar work.

C. Bidders must demonstrate successful experience with type of work of this Project, to include, within the past year, completed two (2) projects of a similar nature and complexity with a contract dollar amount of at (i.) least 75% of the amount of Bidder’s Bid or (ii.) 125% of such amount in the aggregate.

1.02 Measurement.

A. Bidder’s compliance with the minimum qualification requirements will be measured by Bidder’s experience as an operating entity and also by the experience of the supervisory personnel who will have responsible charge of the various major components of the Work.

B. If Bidder subcontracts portions of the Work, Owner, in its determination of whether the minimum qualification requirements have been met, may consider the qualifications of the Subcontractor’s supervisory personnel.

ARTICLE 2 – REQUIRED CONTENTS OF SOQ SUBMISSION

2.01 Transmittal Letter.

A. The Transmittal Letter shall name the proposed prime contractor, its legal structure (i.e., corporation, partnership, limited partnership, joint venture). If a joint venture or partnership is proposed, Bidder shall identify partner and/or member of the joint venture and their roles and responsibilities.

2.02 Submittals:

A. Completed Questionnaire. Bidder shall include a completed Statement of Qualification Questionnaire in the form attached to this Document 00 4513 as Attachment “A”.

B. Resumes of Proposed Key Personnel. Bidder shall provide a resume for each named Key Personnel of Bidder, to include as necessary: Years of experience; Education - degrees, schools and years obtained; Professional Registrations; Fluency in English (Yes/No); At least two client references, including contact names, addresses and telephone numbers, and description of projects of a similar nature worked on in the past five years.

C. Audited or Reviewed Financial Statements. Include audited or reviewed financial statements for the three most recently completed fiscal years for Bidder and each member of any proposed consorting or joint venture. Also include audited or reviewed financial statements for the three most recently completed fiscal years for any parent companies) of Bidder and each member of any proposed consortium or joint venture. This will be required of awarded bidder only.

D. Surety Letter re: Capability to Provide Required Performance and Payment Bonds. Bidder shall include a letter from a surety duly licensed to do business in the State of California, having a financial rating from A.M. Best Company of A-, VII or better, that the surety has agreed to provide Bidder with the required performance and payment bonds in accordance with the requirements.
set forth in Documents 00 6113.13 (Construction Performance Bond) and 00 6113.16 (Construction Labor and material Payment bond), each in the penal sum of the Contractor’s bid when submitted. Owner shall have the right to verify with the surety that the surety, based upon the Bid prices, will issue the required bonds under the conditions stated.

E. **Insurer Letter re: Capability to Provide the Required Insurance.** Bidder shall provide a letter from an insurance underwriter, having a financial rating reasonably acceptable to Owner, confirming that the insurer will provide Bidder the required coverages and amounts specified in the Contract Documents.

F. **Description of Human and Physical Resources.** Bidder shall identify, describe, and quantify for itself, the following technical information for the construction work: Description and location of manufacturing facilities, naming products and quantifying production capacity and current demand; Description of field organization(s), naming skills and equipment; Description of safety program quality control procedures, and safety experience; and

G. **License:** Evidence of a valid contractor's license and required licenses of all licensees of persons who are Key Personnel necessary to perform the Work.

H. **Litigation History.** Description of litigation history for the past three years, including names of involved parties, nature of dispute, and disposition.

2.03 **Format.**

A. The SOQ shall be clear and concise to enable management-oriented personnel to make a thorough evaluation and arrive at a sound determination as to whether the SOQ meet Owner's requirement. To this end, the SOQ should be so specific, detailed and complete as to demonstrate clearly and fully that the Bidder has a thorough understanding of and has demonstrated knowledge of the requirements to perform the Work (or applicable portion thereof).

B. Any explanation requested by a Bidder regarding the meaning or interpretation of this Document 00 4513 must be requested in writing and with sufficient time allowed for a reply to reach Bidder before the submission of its SOQ. Oral explanations or instructions will not be binding. Any information provided to any prospective Bidder concerning this Document 00 4513 will be furnished to all prospective Bidders as an Addendum to the Bidding Documents.

STATEMENT OF QUALIFICATION QUESTIONNAIRE FOLLOWS ON NEXT PAGE
ATTACHMENT “A” – Statement of Qualification Questionnaire

Bidders shall complete the entire Statement of Qualification Questionnaire and submit it in accordance with Document 00 2000 (Instructions to Bidders) and Document 00 4513 (Statement of Qualifications). Failure to complete the questionnaire or inclusion of any false statement(s) shall be ground for immediate disqualification.

**CONTACT INFORMATION**

Company Name: ________________________________

Owner of Company: ________________________________

Contact Person: ________________________________

Address: _______________________________________

Phone: __________________ Fax: __________________

**PART A: GENERAL INFORMATION**

1. Does Bidder possess a valid and current California Contractor’s license for the work proposed? Yes ___ No ___

2. Does Bidder have a minimum of $1,000,000 liability insurance coverage? Yes ___ No ___

3. Has Bidder’s License been revoked at any time in the last five years? Yes ___ No ___

4. Has Bidder been “default terminated” by an Owner (other than for convenience), or has a Surety completed a contract for Bidder within the last five years? Yes ___ No ___

5. Has Bidder been convicted more than twice for failure to pay prevailing wages in the last three years? Yes ___ No ___

6. Has Bidder attached copies of its reviewed or audited financial statements and accompanying notes for the last three years? Yes ___ No ___

**Bidder may be disqualified if any answer to questions 1, 2, or 6 is No. Bidder may be disqualified if any answer to questions 3, 4, or 5 is Yes.**

**PART B: SAFETY, PREVAILING WAGE, DISPUTES AND BONDS**

(SAFETY)

1. Has Cal/OHSA, Federal OSHA, the EPA or any Air Quality Management Owner cited Bidder in the past five years? Yes ___ No ___ If yes, attach description of each citation.

2. How often does Bidder require documented safety meetings be held for:
   - Field Supervisor: Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____
   - Employees: Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____
   - Subcontractors: Weekly _____ Bi-Weekly _____ Monthly _____ Less Than Monthly _____

3. How often does Bidder conduct documented safety inspections?
   - Quarterly _____ Semi-annually _____ Annually _____ Other _____

4. Does Bidder have home office safety representatives who visit/audit the job site?
   - Quarterly _____ Semi-annually _____ Annually _____ Other _____

Statement of Qualifications 00 4513 - 3
Laney College Tower Interior Modifications
5. What is Bidder's Interstate Experience Modification Rate? ____________. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

(PREVAILING WAGE PROVISIONS)

6. Has Bidder been fined, penalized or otherwise found to have violated any prevailing wage or labor code provision? If yes, attach description of each occurrence.
   Yes _____ No _____

/LICENSE PROVISIONS)

7. Has Bidder changed names or license numbers in the past 5 years? If so, please state reason for change.
   Yes _____ No _____ Reason: __________________________________________________________

(DISPUTES)

8. Has Bidder had any claims, litigation, or disputes ending in mediation or arbitration, or termination for cause associated with any project in the past 5 years? If yes, attach description of each instance including details of total claim amount, settlement amount, and Owner’s name and phone number.
   Yes _____ No _____

(BONDING)

9. Bonding Capacity – Provide documentation from Bidder’s surety identifying the following:
   Name of bonding company/surety: _______________________________________________________
   Name of Surety Agent: ________________________________________________________________
   Surety Agent address: ________________________________________________________________
   Surety Agent phone number: _________________________________________________________
   Is surety a California-admitted surety? Yes _____ No _____
   Is surety listed in the current edition of the California Department of the Treasury’s Listing of approved sureties? Yes _____ No _____
   List surety’s A.M. Best Rating: _______________________________________________________
   What is Bidder’s total bonding capacity? ______________________________________________
   What percent does Bidder pay for bonds? ______________________________________________
PART C: EXPERIENCE OF PRIME CONTRACTOR

The nature of this Project requires prior similar experience for the firm and the Key Personnel assigned. Summarize similar project experience below and provide the detailed project information requested:

Prime Contractor. List three projects of similar size and scope to the Work of the Contract, completed in the past two (2) years, and indicate who were the superintendent, project manager and scheduler. NOTE: this listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01B.

<table>
<thead>
<tr>
<th>Project Name</th>
<th>Construction Cost ($)</th>
<th>Year Completed</th>
<th>Name of Project Superintendent</th>
<th>Name of Project Manager</th>
<th>Name of Project Scheduler</th>
</tr>
</thead>
<tbody>
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</tbody>
</table>

List Key Personnel that will be assigned to the Work of the current Project and their experience/training with the projects listed above:

Project Manager: ________________________________________________________________

Project Superintendent: ___________________________________________________________

Project Scheduler: _______________________________________________________________
Recent Projects.

Provide information about three (3) of its most currently completed projects. Names and references must be current and verifiable. This listing will be used to assess compliance with the stated minimum qualifications in Paragraph 1.01B. If a separate sheet is used, it must contain all of the following information:

1. Project Name: ____________________________
   Location: ____________________________
   Owner: ____________________________
   Owner Contact (name and phone): ____________________________
   Architect/Engineer: ____________________________
   Architect/Engineer Contact (name and phone number): ____________________________
   Const. Mgr. or Project Mgr. (name and phone number): ____________________________
   Description of Project, Scope of Work Performed: ____________________________
   Total Construction Cost: ____________________________
   Total Change Order Amount: ____________________________
   Did Change Orders exceed 10% of original contract sum? _______ If yes, please explain on separate sheet.
   Original Scheduled Date of Completion: ____________________________
   Time Extensions Granted (number of Days): ____________________________
   Actual Date of Completion: ____________________________
   Number of Stop Notices filed by Subcontractors or Suppliers: ____________________________

2. Project Name: ____________________________
   Location: ____________________________
   Owner: ____________________________
   Owner Contact (name and phone): ____________________________
   Architect/Engineer: ____________________________
   Architect/Engineer Contact (name and phone number): ____________________________
   Const. Mgr. Or Project Mgr. (name and phone number): ____________________________
   Description of Project, Scope of Work Performed: ____________________________

Statement of Qualifications
Laney College Tower Interior Modifications
Total Construction Cost: ____________________________________________________________

Total Change Order Amount: ________________________________________________________

Did Change Orders exceed 10% of original contract sum? ______ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____________________________________________

Time Extensions Granted (number of Days): __________________________________________

Actual Date of Completion: _________________________________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: _____________________________

3. Project Name: ___________________________________________________________________

Location: _________________________________________________________________________

Owner: __________________________________________________________________________

Owner Contact (name and phone): __________________________________________________

Architect/Engineer: _________________________________________________________________

Architect/Engineer Contact (name and phone number): _________________________________

Const. Mgr. Or Project Mgr. (name and phone number): _________________________________

Description of Project, Scope of Work Performed: _____________________________________

________________________________________________________________________________

Total Construction Cost: ____________________________________________________________

Total Change Order Amount: ________________________________________________________

Did Change Orders exceed 10% of original contract sum? ______ If yes, please explain on separate sheet.

Original Scheduled Date of Completion: _____________________________________________

Time Extensions Granted (number of Days): __________________________________________

Actual Date of Completion: _________________________________________________________

Number of Stop Notices filed by Subcontractors or Suppliers: _____________________________
PART D: FINANCIAL INFORMATION

1. Has Bidder ever reorganized under the protection of bankruptcy laws?  
   Yes _____ No _____ If yes, please state when ____________________

2. If Bidder has had the general liability carrier identified in Document 00 4314 (Bidder Registration and Safety Experience Form) for less than 5 years, please provide additional information below for balance of the last 5 years:
   
   Agency Name: ____________________________________________________________________  
   Contact Name: ____________________________________________________________________  
   Phone Number ____________________________________________________________________
   
   Carrier: ___________________________________ A.M. Best Rating: ________________________  
   Carrier: ___________________________________ A.M. Best Rating: ________________________  
   Carrier: ___________________________________ A.M. Best Rating: ________________________

3. Has Bidder ever had insurance terminated by a carrier? Yes _____ No _____
   If yes, explain on a separate signed sheet marked with correlating cross-reference to this paragraph of the questionnaire.

Bidder hereby declares under penalty of perjury that all the information provided in this questionnaire is true and correct.

________________________________________________
SIGNATURE

________________________________________________
TITLE

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 4519

NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

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

STATE OF CALIFORNIA )
COUNTY OF ________________ ) ss.

_________________________________________________________________, being first duly sworn,

(Name of Principal of Bidder)

deposes and says that he or she is ______________________________________________________

(Office of Affiant)

of _________________________________________________________________________, the party

(Name of Bidder)

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

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

________________________________________

(Name of Bidder)

________________________________________

(Signature of Principal)

Subscribed and sworn before me _______________________________________________

This _____________ day of ____________________________, 201__

Notary Public of the State of __________________________________________

In and for the County of ___________________________________________
My Commission expires_______________________________________________  (Seal)

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

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

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

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to Owner as set forth in sections 1 through 5 below.

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

4. CERTIFICATION OF COMPLIANCE WITH PUBLIC WORKS CHAPTER OF LABOR CODE

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1777.1 and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

BIDDER:

__________________________________________
(Name of Bidder)

Date: ________________, [201]  By:______________________________
(Signature)

Name: ________________________________
(Print Name)

Its: ________________________________
(Title)

END OF DOCUMENT

Bidder Certification
Laney College Tower Interior Modifications
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 5100

NOTICE OF AWARD

Dated ______________________________

TO: ______________________________

ADDRESS: ______________________________

CONTRACT NO.: ______________________________

CONTRACT FOR: Peralta Community College District, Laney College Tower Interior Modifications

900 Fallon Street, Oakland, CA 94607

The Contract Sum of your contract is ______________________________________________________

_______________________________________________________Dollars ($____________________).

1. Five copies of the proposed Contract Documents listed below accompany this Notice of Award.

2. You must comply with the following conditions precedent by [5:00 p.m.] of the [20th Day]
following the date of this Notice of Award, that is, by [Day of the Week, Month Day, 201____].

   a. Deliver to Owner [four] fully executed counterparts of Document 00 5200 (Agreement).
      Each copy of Document 00 5200 (Agreement) must bear your original signature on the
      signature page and your initials on each page.

   b. Deliver to Owner three originals of Document 00 6113.13 (Construction Performance
      Bond), executed by you and your surety.

   c. Deliver to Owner three originals of Document 00 6113.16 (Construction Labor and
      Material Payment Bond), executed by you and your surety.

   d. Deliver to Owner original set of the insurance certificates with endorsements required
      under Document 00 7316 (Supplementary Conditions – Insurance).

   e. Deliver to Owner four original copies of Document 00 6536 (Guaranty), each executed by
      you.

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

4. Within [21 Days] after you comply with the conditions in Paragraph 2 of this Document 00 5100,
Owner will return to you one fully signed counterpart of Document 00 5200 (Agreement) with 4 copies
of the Project Manual (including Specifications and Drawings) and 4 sets of full-size Drawings.

5. Before you may start any Work at the Site, you must attend a preconstruction conference. The
preconstruction conference may be arranged through Gary Banks, (510) 587-7892. Questions regarding
bonds and insurance may be directed to Gary Banks.
6. Upon commencement of the Work, you and each of your Subcontractors shall certify and provide Owner copies of payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with California Labor Code §1776.

OWNER

BY: ________________________________

______________________________________

(Title) (Print Name)

ATTEST: ________________________________

Secretary

______________________________________

(Print Name)

AUTHORIZED BY [CITY / COUNTY / DISTRICT] RESOLUTION:

NO: ________________________________

ADOPTED: ________________________________, [201__]

[Copy of Resolution Attached]

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 5200

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [201__], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] (“Contractor”), and Peralta Community College District acting under and by virtue of the authority vested in Owner by the laws of the State of California.

WHEREAS, Owner, by its Resolution No. [insert number] adopted on the [date] day of [Month, Year] awarded to Contractor the following Contract:

Project No. 2314, Bid No. 15-16/11

Laney College Tower Interior Modifications at
900 Fallon Street, Oakland, CA 94607

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

ARTICLE 1 - SCOPE OF WORK OF THE CONTRACT

1.01 Work of the Contract

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

1.02 Price for Completion of the Work

A. Owner shall pay Contractor the following Contract Sum (Contract Sum) for completion of Work in accordance with Contract Documents as set forth in Contractor’s Bid, attached hereto.

B. The Contract Sum includes all allowances (if any).

ARTICLE 2 - COMMENCEMENT AND COMPLETION OF WORK

2.01 Commencement of Work

A. Contractor shall commence Work on the date established in the Notice to Proceed.

B. Owner reserves the right to modify or alter the Commencement Date.

2.02 Completion of Work

A. Contractor shall achieve Substantial Completion of the entire Work within 60 Days from the Commencement Date.

B. Contractor shall achieve Final Completion of the entire Work 90 Days from the Commencement Date.

ARTICLE 3 - PROJECT REPRESENTATIVES

3.01 Owner’s Project Manager

The Chancellor (or his/her designee) shall act as Owner’s Representative in all matters relating to the Contract Documents.

3.02 Owner’s Chancellor on behalf of its Board of Trustees, and in accordance with District Board Policies and Administrative Procedures, shall have final authority over all matters pertaining to the Contract Documents and shall have sole authority to modify the Contract Documents on behalf of Owner, to accept work, and to make decisions or actions binding on Owner, and shall have sole
signature authority on behalf of Owner. The Chancellor, at his/her discretion, may delegate some portion of Chancellor’s authority to Owner’s Vice Chancellor of General Services or other representative.

3.03 **Contractor’s Project Manager**

A. Contractor has designated [_______ or other] as its Project Manager to act as Contractor’s Representative in all matters relating to the Contract Documents.

3.04 **Architect/Engineer**

A. **Byrens Kim Design Works** furnished the Plans and Specifications and shall have the rights assigned to Architect/Engineer in the Contract Documents.

B. Architect/Engineer has designated [____________________] as its Project Manager to act as its representative for receiving and making communications authorized under the Contract Documents.

**ARTICLE 4 - LIQUIDATED DAMAGES FOR DELAY IN COMPLETION OF WORK**

4.01 **Liquidated Damage Amounts**

A. As liquidated damages for delay Contractor shall pay Owner **five hundred dollars ($500.00)** for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner **five Hundred dollars ($500.00)** for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 **Scope of Liquidated Damages**

A. Measures of liquidated damages shall apply cumulatively.

B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

**ARTICLE 5 - CONTRACT DOCUMENTS**

5.01 Contract Documents consist of the following documents, including all changes, Addenda, and Modifications thereto:

<table>
<thead>
<tr>
<th>Division</th>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTRODUCTORY INFORMATION</td>
<td>00 01 01</td>
<td>Title Page</td>
</tr>
<tr>
<td></td>
<td>00 01 10</td>
<td>Table of Contents</td>
</tr>
<tr>
<td></td>
<td>00 01 15</td>
<td>Drawing List</td>
</tr>
<tr>
<td>BIDDING REQUIREMENTS</td>
<td>00 11 13</td>
<td>Notice Inviting Bids</td>
</tr>
<tr>
<td></td>
<td>00 21 13</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td>BID FORMS AND BID SUBMITTALS</td>
<td>00 41 13</td>
<td>Bid Form</td>
</tr>
<tr>
<td></td>
<td>00 43 13</td>
<td>Bond Accompanying Bid</td>
</tr>
<tr>
<td></td>
<td>00 43 14</td>
<td>Bidder Registration Form</td>
</tr>
<tr>
<td></td>
<td>00 43 30</td>
<td>Subcontractors List</td>
</tr>
<tr>
<td></td>
<td>00 45 13</td>
<td>Statement of Qualifications</td>
</tr>
<tr>
<td></td>
<td>00 45 19</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td></td>
<td>00 45 46</td>
<td>Bidder Certifications</td>
</tr>
</tbody>
</table>
**CONTRACT FORMS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 51 00</td>
<td>Notice of Award</td>
</tr>
<tr>
<td>00 52 00</td>
<td>Agreement</td>
</tr>
<tr>
<td>00 61 13.13</td>
<td>Construction Performance Bond</td>
</tr>
<tr>
<td>00 61 13.16</td>
<td>Construction Labor and Material Payment Bond</td>
</tr>
<tr>
<td>00 62 90</td>
<td>Escrow Agreement for Security Deposits in Lieu of Retention</td>
</tr>
<tr>
<td>00 63 25</td>
<td>Substitution Request Form</td>
</tr>
<tr>
<td>00 65 00</td>
<td>Release of Claims</td>
</tr>
<tr>
<td>00 65 36</td>
<td>Guaranty</td>
</tr>
</tbody>
</table>

**CONDITIONS OF THE CONTRACT**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 72 00</td>
<td>General Conditions</td>
</tr>
<tr>
<td>00 73 00</td>
<td>Labor Compliance Program</td>
</tr>
<tr>
<td>00 7316</td>
<td>Supplementary Conditions</td>
</tr>
<tr>
<td>00 73 39</td>
<td>Small Local Business Enterprise</td>
</tr>
<tr>
<td>00 73 80</td>
<td>Apprenticeship Program</td>
</tr>
<tr>
<td>00 82 50</td>
<td>Project Labor Agreement</td>
</tr>
<tr>
<td>00 82 55</td>
<td>PLA Side Letter</td>
</tr>
<tr>
<td>00 91 13</td>
<td>Addenda</td>
</tr>
</tbody>
</table>

**DIVISION 01 - GENERAL REQUIREMENTS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>01 11 00</td>
<td>Summary of the Work</td>
</tr>
<tr>
<td>01 20 00</td>
<td>Measurement and Payment</td>
</tr>
<tr>
<td>01 26 00</td>
<td>Modification Procedures</td>
</tr>
<tr>
<td>01 31 19</td>
<td>Project Meetings</td>
</tr>
<tr>
<td>01 32 30</td>
<td>Progress Schedules and Submittals</td>
</tr>
<tr>
<td>01 33 00</td>
<td>Submittals</td>
</tr>
<tr>
<td>01 41 00</td>
<td>Regulatory Requirements</td>
</tr>
<tr>
<td>01 42 00</td>
<td>References and Definitions</td>
</tr>
<tr>
<td>01 77 00</td>
<td>Commissioning and Contract Closeout</td>
</tr>
</tbody>
</table>

**DIVISION 02 – EXISTING CONDITIONS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>02 05 10</td>
<td>Selective Demolition</td>
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**DIVISION 03 – CONCRETE**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>03 31 00</td>
<td>Concrete Floor Topping</td>
</tr>
</tbody>
</table>

**DIVISION 04 – MASONRY (NOT USED)**

**DIVISION 05 – METALS**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>05 58 00</td>
<td>Perforated Sheet Metal</td>
</tr>
</tbody>
</table>

**DIVISION 06 – WOOD, PLASTICS AND COMPOSITES**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>06 10 00</td>
<td>Rough Carpentry</td>
</tr>
<tr>
<td>06 61 16</td>
<td>Sold Surfacing Fabrications</td>
</tr>
</tbody>
</table>

**DIVISION 07 – THERMAL AND MOISTURE PROTECTION**

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>07 90 00</td>
<td>Joint Sealers</td>
</tr>
</tbody>
</table>
DIVISION 08 – OPENINGS
08 71 00 Door Hardware
08 80 00 Glazing

DIVISION 09 – FINISHES
09 22 16 Non-Structural Metal Framing
09 29 00 Gypsum Board
09 30 00 Ceramic Tile
09 90 00 Painting

DIVISION 10 – SPECIALTIES
10 28 00 Toilet Accessories

DIVISION 11-25 – (Not Used)

DIVISION 26 – ELECTRICAL (REFER TO DRAWINGS)

DSA IR A-6 Documents

LIST OF DRAWINGS

T1.0 TITLE SHEET
A0.1 ACCESS PATH OF TRAVEL (REFERENCE ONLY)
A0.2 ACCESSIBILITY AND EXIT PLANS (REFERENCE ONLY)
A1.0 BASEMENT AND FIRST FLOOR PLAN
A2.0 ENLARGED INFORMATION DESK / MAILROOM PLANS
A2.1 DETAIL PLANS, ELEVATIONS AND DETAILS
A2.2 WALL SECTIONS AND DETAILS
A3.0 ENLARGED STAFF RESTROOMPLANS AND ELEVATIONS
A3.1 STAFF RESTROOM DETAILS
A4.0 ENLARGED STORAGE PLANS AND DETAILS
S0.1 STRUCTURAL NOTES / DETAILS / PLANS
E0.1 LEGENDS AND GENERAL NOTES
E0.2 TITLE 24
A0.3 TITLE 24
E2.1 ELECTRICAL PLANS
E3.1 ELECTRICAL DETAILS AND SPECIFICATIONS

5.02 There are no Contract Documents other than those listed above. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 7200 (General Conditions).

ARTICLE 6 - MISCELLANEOUS
6.01 Terms and abbreviations used in this Agreement are defined in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions) and will have the meaning indicated therein.

6.02 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of Owner or acting as an employee, agent, or representative of Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise,
and it is further understood and agreed that liability of Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

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

6.04 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at Owner’s Office, and shall be made available to any interested party on request. Pursuant to California Labor Code §§ 1860 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

6.05 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of [____], State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court for the County of [____].

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

CONTRACTOR: [CONTRACTOR’S NAME]

By: ______________________________
     (Signature)

Its: ______________________________
     (Title)

OWNER: Peralta Community College District

By: ______________________________
     (Signature)

______________________________
     (Print Name)

______________________________
     (Title)

Attest:
     Secretary

______________________________
     (Print Name)
APPROVED AS TO FORM AND LEGALITY
THIS ___ DAY OF __________, 20___

By: ________________________________
   Attorney for Owner

_____________________________
(Print Name)

RESOLUTION NO. __________________

END OF DOCUMENT
CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1.01 THAT WHEREAS, The Peralta Community College District (“Owner”), a public agency of the State of California, has awarded to (Name of Contractor) as Principal Contract Number dated the day of , 20 , (the “Contract”), titled THE PROJECT in the amount of $ , which Contract is by this reference made a part hereof, for the work of the following Contract:

(Describe Contract Work)

1.02 AND WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

1.03 NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) as Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

1.04 THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Contract during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Contract, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Contract made as therein provided, notice of which alterations to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

1.05 No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, or work or actions by Owner to mitigate the damages resulting from any breach in performance by Contractor, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

1.06 Whenever Principal shall be and declared by Owner in default under the Contract, Surety shall promptly remedy the default, or shall promptly, and in no event later than thirty (30) days from notice:

A. Undertake through its agents or independent contractors (but having qualifications and experience reasonably acceptable to Owner), to complete the Contract in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or
B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Sum, and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety’s total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term “balance of the Contract Sum,” as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Contract and any amendments thereto, less the amount paid by Owner to Principal.

1.07 Surety’s obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the others.

1.08 Surety may not use Contractor to complete the Contract absent Owner’s Consent. Owner shall have the right in its sole discretion to continue the work of the Contract, as necessary following a default and/or termination, as necessary to prevent risks of personal injury, property damage or delay to the Project.

1.09 No right of action shall accrue on this bond to or for the use of any person or corporation other than Owner or its successors or assigns.

1.10 Surety shall join in any proceedings brought under the Contract upon Owner’s demand, and shall be bound by any judgment.

1.11 Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this ________ day of ____________, 20____.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: __________________________
Name and Title: __________________________
Address: __________________________

SURETY

Company: (Corp. Seal)

Signature: __________________________
Name and Title: __________________________
Address: __________________________

END OF DOCUMENT
1.01 THAT WHEREAS, The Peralta Community College District ("Owner") has awarded to (Name of Contractor) as Principal Contract Number ________ dated the ___ day of _____________, 20___ (the "Contract"), titled THE _________ PROJECT in the amount of $__________, which Contract is by this reference made a part hereof, for the work of the following Contract:

Laney College Tower Interior Modifications

A. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

B. NOW, THEREFORE, we, the undersigned Principal and (Name of Surety) ________, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT PRICE ($__________), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

C. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys’ fees, otherwise the above obligation shall become and be null and void.

D. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

E. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

F. Surety’s obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner’s rights against the other.

G. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.
IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of ____________, 20___.

<table>
<thead>
<tr>
<th>CONTRACTOR AS PRINCIPAL</th>
<th>SURETY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company: (Corp. Seal)</td>
<td>Company: (Corp. Seal)</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
<tr>
<td>Name</td>
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<tr>
<td>Title</td>
<td>Title</td>
</tr>
<tr>
<td>Street Address</td>
<td>Street Address</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>City, State, Zip Code</td>
</tr>
</tbody>
</table>

END OF DOCUMENT
THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this ___ day of ___ , 201___, by and between the Peralta Community College District, ("Owner"), whose address is 333 East 8th Street, Oakland, CA 94606, (Name of Contractor) _________________ ("Contractor"), whose place of business is located at (Contractor’s Address) _________________, and [ ] Owner, as escrow agent OR [ ] (Name of Bank) _________________, a state or federally chartered bank in the State of California, whose place of business is located at _________________ ("Escrow Agent").

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to Contract Number __________ entered into between Owner and Contractor for Laney College Tower Interior Modifications project located at 900 Fallon Street, Oakland, CA 94607 in the amount of $___________ dated __________, 201___ (the "Contract"). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of _________________, and shall designate Contractor as the beneficial owner.

2. Owner shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00 6290.

3. When Owner makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when Owner pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of Owner. Such expenses and payment terms shall be determined by Owner, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time from time to time without notice to Owner.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.
7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.

8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document and Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent’s release and disbursement of securities and interest as set forth.

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

**ON BEHALF OF OWNER:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

**ON BEHALF OF CONTRACTOR:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

**ON BEHALF OF ESCROW AGENT:**

<table>
<thead>
<tr>
<th>Title</th>
<th>Name</th>
<th>Signature</th>
<th>Address</th>
<th>City/State/Zip Code</th>
</tr>
</thead>
</table>

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

**OWNER**

__________________________________________________________

**CONTRACTOR**

__________________________________________________________
At the time the Escrow Account is opened, Owner and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00 6290.
PERALTA COMMUNITY COLLEGE DISTRICT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 6325
SUBSTITUTION REQUEST FORM

To: The Peralta Community College District, Owner

PROJECT:
Owner Project No:

Contractor:

Substitution Request By:

Firm:

Transmittal Record
Attn: Firm: Date Sent: Date Rec’d: Date Due:
Contractor to Owner
Contractor to Architect
Owner / Architect to Consultant

Owner Representative to Contractor

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

Section / Drawing Article Specified Item

Proposed Substitution:

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

Substitution Request Form
Laney College Tower Interior Improvements

00 6325 - 1
Contractor to complete questions that follow and certifies to the accuracy of all answers:

<table>
<thead>
<tr>
<th>A. Does the substitution affect dimensions shown on Drawings?</th>
<th>Yes / No. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?</td>
<td>Yes / No. If No, please state reasons and explain why substitution is equivalent to originally specified item:</td>
</tr>
<tr>
<td>C. What effect does the substitution have on other trades?</td>
<td>No effect: / Some effect. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:</td>
</tr>
<tr>
<td>D. Will substitution cause change to Project Schedule, or to critical delivery dates?</td>
<td>Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:</td>
</tr>
<tr>
<td>E. Please describe differences between proposed substitution and specified item?</td>
<td>Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:</td>
</tr>
<tr>
<td>F. What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups?</td>
<td>[If substitution requested during bid period, skip this question.]</td>
</tr>
<tr>
<td>G. Are Manufacturer’s guarantees for the proposed item the same as for item specified?</td>
<td>Yes / No. If No, please explain why substitution is equivalent to originally specified item:</td>
</tr>
</tbody>
</table>
H. Contractor accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution? Yes ___ / No ___. If No, please state reasons and explain why substitution is equivalent to originally specified item:

I. Contractor states that the function, appearance and quality are equivalent or superior to the specified item? Yes ___ / No ___. If No, please explain why substitution is equivalent to originally specified item:

We certify that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item, except as we may specifically state otherwise in this request.

Submitted by: ____________________________  Signature: ____________________________
Firm: ____________________________  Date: ____________________________
Address: ____________________________  Phone/ Fax: ____________________________
Remarks: ________________________________________________________________

<table>
<thead>
<tr>
<th>Consultant Response:</th>
<th>Owner Representative Response:</th>
</tr>
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<tbody>
<tr>
<td>o Accepted</td>
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<td>o Not Accepted</td>
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<td>o Accepted As Noted</td>
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<tr>
<td>o Received Too Late</td>
<td>o Received Too Late</td>
</tr>
</tbody>
</table>

Remarks: ____________________________

By: ____________________________

Remarks: ____________________________

By: ____________________________

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 6500

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], [20__], by and between the Peralta Community College District ("District"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

A. District and Contractor entered into Contract Number [insert number] (the "Contract") for construction of the Peralta Community College District [Project Name] at [School Name] located at [School Street Address], [City], California.

B. The Work under the Contract has been completed.

AGREEMENT

NOW THEREFORE, it is mutually agreed between District and Contractor as follows:

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

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

2. Subject to the provisions of this Agreement and Release, District will forthwith pay to Contractor the sum of [______________________________ Dollars and __________________ Cents ($____________________)] under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the Contract, except for the claims described in Paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in Paragraph 6 of this Document 00650.
4. The following claims submitted under Document 00700 (General Conditions), Article 12, are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release.

[Insert information in Chart below, affix attachment if necessary]

<table>
<thead>
<tr>
<th>CLAIM NO.</th>
<th>DATE SUBMITTED</th>
<th>DESCRIPTION OF CLAIM</th>
<th>AMOUNT OF CLAIM</th>
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5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 006500, Contractor hereby releases and forever discharges District, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

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

7. Contractor shall immediately defend, indemnify and hold harmless District, any of the District’s Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650.

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

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY, AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

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

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

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

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

PERALTA COMMUNITY COLLEGE DISTRICT

By: ____________________________________________
    Signature

Name: __________________________________________
    Print

Its: ____________________________________________
    Title

ATTEST:

______________________________________________
    Secretary

______________________________________________
    Print

[CONTRACTOR]

By: ____________________________________________
    Signature

Name: __________________________________________
    Print

Its: ____________________________________________
    Title

[CONTRACTOR]
By: __________________________________________________
    Signature

Name: __________________________________________________
    Print

Its: __________________________________________________
    Title

REVIEWED AS TO FORM:

Dated: _______________________________, [200__]

By: __________________________________________________
    Counsel for District

Name: __________________________________________________
    Print

END OF DOCUMENT
TO:  The Peralta Community College District ("Owner"), for construction of the Laney College Tower Interior Modifications, located at 900 Fallon Street, Oakland, CA 94607.

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

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

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

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

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

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents.

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

Date: ____________________________, 20__

Contractor’s name
By: _________________________________

Signature

_______________________________
Print Name

_______________________________
Title

_______________________________
Street Address

_______________________________
City, State, Zip code

END OF DOCUMENT
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GENERAL CONDITIONS

ARTICLE 1 - INTERPRETATION OF CONTRACT DOCUMENTS

1.01 Interpretation Of Documents

A. Contract Documents are complementary; what is called for by one is as binding as if called for by
all.
B. Individual Contract Documents subdivide at first level into Articles, and then into paragraphs.

1.02 Order Of Precedence Of Documents

A. In the case of discrepancy or ambiguity in the Contract Documents, the following order of
precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order
as specific portions they are modifying;
2. Agreement Forms (Document 00 5200), and terms and conditions referenced therein;
3. Supplementary General Conditions (Document 00 7201 et seq), if included;
4. General Conditions (Document 00 7200);
5. Division 1 Specifications, if included;
6. Drawings and Technical Specifications (Division 2 and above);
7. Written numbers over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

B. Any conflict between Drawings and Technical Specifications (Division 2 and above) will be
resolved in favor of the document of the latest date (i.e., the most recent document), and if the
dates are the same or not determinable, then in favor of Specifications.

C. Any conflict between a bill or list of materials shown in the Contract Documents and the actual
quantities required to complete Work required by Contract Documents, will be resolved in favor of
the actual quantities.

D. All Technical Specifications included in the Project manual shall be included within the Contract
Documents unless identified otherwise.

ARTICLE 2 - PRE-BID INVESTIGATIONS

2.01 Pre-Bid Investigations Required

A. Prior to and as a condition of submitting a Bid and executing Document 00 5200 (Agreement),
Contractor shall make reasonable efforts to investigate fully the Work of the Contract. Contractor
shall visit the Site, examine thoroughly and understand fully the nature and extent of the Contract
Documents, Work, Site, locality, actual conditions and as-built conditions.

B. Contractor’s investigation shall include, without limitation, requesting and thoroughly examining of
all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product
specification(s) or reports, made available by Owner for contracting purposes or during
Contractor’s pre-bid investigations, of existing above ground and (to the extent applicable) below
ground conditions (together, “Existing Conditions Data”), including, as applicable, Underground
Facilities, geotechnical data, as-built data, utility surveys, record documents of all types,
hazardous materials surveys, or similar materials which may appear or be referenced in the
Project Manual or the in the Contract Documents, and all local conditions, and federal, state and
local laws and regulations that in any manner may affect cost, progress, performance or
furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences
or procedures of construction to be employed by Contractor and safety precautions and programs
incident thereto.

C. Contractor’s investigations shall consider fully the fact that Existing Conditions Data is in many
cases based on information furnished to Owner by others (e.g., the prior owner or builders), and
that due to their age or their chain of custody since preparation, may not meet current industry
standards for accuracy. Contractor shall also: (i.) provide Owner with prompt written notice of all
conflicts, errors, ambiguities, or discrepancies of any type, that it discovered in or among the Contract Documents and the Existing Conditions Data, and (ii.) subject to Owner’s approval, conduct any such additional or supplementary examinations, investigations, explorations, tests, studies and data compilations, concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which Contractor may deem necessary in order to perform and furnish the Work in accordance with the terms and conditions of Contract Documents.

D. During performance of the Contract, Contractor will be charged with knowledge of all information that it should have learned in performing these pre-bid investigations and other obligations, and shall not be entitled to Change Orders (time or compensation) due to any information, error, inconsistency, omission, or conditions that Contractor should have known as a part of this Work. Contractor shall be responsible for the resultant losses, including, without limitation, the cost of correcting Defective Work.

2.02 Limited Reliance Permitted On Owner’s Existing Conditions Data

A. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied by Owner, such information has been compiled in good faith, however, Owner does not expressly or impliedly warrant or represent that such information is correctly shown or indicated, or otherwise complete for construction purposes. Contractor must independently verify such information as part of its pre-bid investigations, and where conditions are not reasonably verifiable or discrepancies are identified, bring such matters to Owner’s attention through written question issued during the bid period. In executing Document 00 5200 (Agreement), Contractor shall rely on the results of its own independent investigation and shall not rely on Owner-supplied information regarding aboveground conditions and as-built conditions, and Contractor shall accept full responsibility for its verification work sufficient to complete the Work as intended.

B. Regarding subsurface conditions other than Underground Facilities shown on the Contract Documents or otherwise supplied by Owner, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. Owner is not responsible for the completeness of any subsurface condition information, Contractor’s conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, Owner is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.03 Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects

A. As part of its pre-bid investigations for Projects involving excavation and/or relocation of existing utilities, Contractor shall make reasonable efforts to verify information regarding Underground Facilities, including but not limited to, requesting additional information or verification of information as necessary.

B. Because of the nature and location of Owner and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. Contractor shall, therefore, take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Contractor shall carefully consider all supplied information, request additional information Contractor may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site). Contractor shall also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
ARTICLE 3 - SUBCONTRACTORS

3.01 Subcontractor Listing Law
A. Contractor shall comply with the Subcontractor Listing law, California Public Contract Code §§4101 et seq. Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid except as may be allowed by law.
B. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without Owner’s written approval. At Owner’s request, Contractor shall provide Owner with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

3.02 Subcontracts
A. Subcontract agreements shall preserve and protect the rights of Owner under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor’s written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward Owner under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
B. Contractor shall provide for the assignment to Owner of all rights any Subcontractor (of any tier) may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents. Subcontracts shall provide and acknowledge Owner as an intended third-party beneficiary of each subcontract and supply contract (of any tier).

ARTICLE 4 - DRAWINGS AND SPECIFICATIONS

4.01 Intent Of Drawings And Specifications
A. Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings’ intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
B. As part of the “Work,” Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
C. Contractor shall perform reasonably implied parts of Work as “incidental work” although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to Owner. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

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

4.03 Interpretation Of Drawings And Specifications

A. A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by Owner. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

B. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to Owner, in writing, with a copy to the Architect/Engineer. Owner will issue with reasonable promptness written responses, clarifications or interpretations as Owner may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give Owner prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with Owner's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12.

C. The following general specifications shall apply wherever in the Specifications, or in any directions given by Owner in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited herein, for first class work of the kind required. Contractor shall specify in writing to Owner the materials to be used or Work to be performed under this Paragraph ten Business Days prior to furnishing such materials or performing such Work.

4.04 Use Of Drawings And Specifications.

A. Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of Owner. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

ARTICLE 5 - COMMENCEMENT OF THE WORK

5.01 Submission Of Required Schedules

A. Contractor shall submit to Owner in draft for review and discussion at the Preconstruction Conference, and in final prior to the first payment application, the following schedules:

1. Schedule of Values
2. Progress Schedule, and
B. No progress payment shall be due or owing to Contractor until such schedules are submitted to and acceptable to Owner and/or Architect/Engineer as meeting the requirements of the Contract Documents. In Owner's sole discretion, Owner may elect to instead withhold a portion of any progress payment for unacceptable compliance with contract requirements for such schedules.

C. Owner's acceptance of Contractor's schedules will not create any duty of care or impose on Owner any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefore.

5.02 Commencement Date Of Contract Time

A. The Contract Time will commence to run on the 60th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed.

B. Owner may give a Notice to Proceed at any time within 60 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

ARTICLE 6 - CONTRACTOR'S ORGANIZATION AND EQUIPMENT

6.01 Contractor's Legal Address

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

6.02 Contractor's Superintendents Or Forepersons

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

6.03 Proficiency In English

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

6.04 Contractor's And Subcontractors’ Employees

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

6.05 Contractor’s Use Of The Site
A. Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between Owner and any Owner, former Owner or tenant of such land, structure or buildings. Contractor may not occupy Owner-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from Owner.

6.06 Contractor’s Site Office

A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide a site office staffed by a resident project manager or job superintendent.

ARTICLE 7 - OWNER’S ADMINISTRATION OF WORK

7.01 Owner’s Representative(s)

A. Owner’s Representative(s) will have limited authority to act on behalf of Owner as set forth in the Contract Documents.
B. Except as otherwise provided in these Contract Documents or subsequently identified in writing by Owner, Owner will issue all communications to Contractor through Owner’s Representative, and Contractor shall issue all communications to Owner through Owner’s Representative in a written document delivered to Owner.
C. Should any direct communications between Contractor and Owner’s consultants, architects or engineers not identified in Article 2 of Document 00 5200 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to Owner.

7.02 Owner’s Observation Of The Work

A. Work shall be performed under Owner’s general observation and administration. Contractor shall comply with Owner’s directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. Owner’s failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
B. Subject to those rights specifically reserved in the Contract Documents, Owner will not supervise, or direct, or have control over, or be responsible for, Contractor’s means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor’s failure to comply with laws and regulations applicable to the furnishing or performance of Work. Owner will not be responsible for Contractor’s failure to perform or furnish the Work in accordance with Contract Documents.

7.03 Architect/Engineer’s Observation Of Work

A. Owner may engage an Architect/Engineer, an independent consultant or Project Manager (collectively for purposes of this Paragraph, “Project Manager/Architect”) to assist in administering the Work. If so engaged, Project Manager/Architect will advise and consult with Owner, but will have authority to act on behalf of Owner only to extent provided in the Contract Documents or as set forth in writing by Owner. Project Manager/Architect will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
B. Project Manager/Architect may review Contractor’s Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project
Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

7.04 Owner’s And Architect/Engineer’s Exercise Of Contract Responsibilities

A. Owner, Project Manager, Architect/Engineer and all Owner’s representatives, in performing their duties and responsibilities under the Contract Documents, accept no duties, responsibilities or duty of care, nor may the same be implied or inferred, towards Contractor, any Subcontractor, sub-Subcontractor or supplier, except those set forth expressly in the Contract Documents.

7.05 Owner’s Right Of Access To The Work

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

7.06 Owner’s Right Of Separate Construction

A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor’s operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.

B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others’ work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.

C. To the extent that any part of Contractor’s Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor’s interface unless corrected.

ARTICLE 8 - CONTRACTOR’S PROSECUTION AND PROGRESS OF THE WORK

8.01 Contractor To Supervise The Work

A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor’s means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.

B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner’s express written consent. The
Superintendent shall be Contractor’s representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

C. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

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

E. Contractor shall conduct monthly Contractor Safety Committee meetings, and weekly toolbox safety talks.

8.02 Contractor To Maintain Cost Data

A. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide Owner with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide Owner with a copy of such report upon Owner’s request.

B. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide Owner with copies for each Day Contractor works on the Project, to be delivered to Owner either the same Day or the following morning before starting work at the Site. Contractor shall take pre-construction and monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

C. Owner shall have the right to audit and copy Contractor’s books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor’s trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, Owner shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. Owner and any other applicable governmental entity shall have the right to inspect all information and documents maintained hereunder at any time during the Project and for a period of five years following Final Completion, in accordance with the provisions of Section 8546.7 of the California Government Code. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

8.03 Contractor To Supply Sufficient Workers And Materials

A. Unless otherwise required by Owner under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
B. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then Owner may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as Owner may consider necessary, at no cost to Owner. If Contractor does not comply with the notice within three Business Days of date of service thereof, Owner shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as Owner may elect. Owner may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that Owner exercises this right. Owner will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. Owner will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of Owner from claims of others.

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

8.04 Contractor To Maintain Project Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all as-built changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to Owner for reference. Upon completion of the Work, Contractor shall deliver to Owner, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

B. Throughout Contractor’s performance of the Work of the Project, Contractor shall maintain construction records to include: shop drawings; product data/material data sheets; samples; submittal; purchases; materials; equipment; inspections; applicable handbooks; applicable codes and standards; maintenance and operating manuals and instructions; RFI Log; Submittal Log; other related documents and revisions which arise out of the Construction Contracts. Contractor shall maintain records of principal building layout lines, elevations for the bottom of footings, floor levels, and key site elevations (certified by a qualified surveyor or professional engineer). Contractor shall make all records available to Owner. At the completion of the Project, Contractor shall deliver all such records to the Owner to have a complete set of record as-built drawings.

8.05 Contractor To Not Disrupt Owner Operation

A. Contractor shall schedule and execute all Work in a manner that does not interfere with or disrupt Owner operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by employees and administration, access by vendors, physicians, patients and any other person or entity using Owner facilities or doing business with Owner. Contractor shall produce and supply coordination plans and requests to Owner, following Owner procedures, for all necessary interference of construction with Owner, which Owner will reasonably cooperate with.

8.06 Contractor To Provide Temporary Facilities And Controls

A. Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary utilities (including without limitation electricity, water, natural gas), lighting, heating, cooling and ventilating devices, telephone, sanitary facilities, barriers, fences and enclosures, tree and plant protection, fire protection, pollution, erosion, Storm Water Pollution Prevention controls,
noise and traffic control, and any other necessary services required for construction, testing or completion of the Work.

ARTICLE 9 - WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.01 Warranty And Guaranty

A. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

B. Extended Guarantees: Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply Owner with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

C. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this Paragraph are effective continuously during Contractor’s Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to Owner that:

1. To Contractor’s knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor’s construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to Owner.

2. To Contractor’s knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor’s construction thereof.

3. To Contractor’s knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor’s construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to Owner.

4. Contractor’s operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide Owner with copies thereof.

9.02 Inspection Of Work

A. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by Owner, its agents, representatives or independent contractors retained by Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor
shall provide them proper and safe conditions for such access and advise them of Contractor’s Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, Owner shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

B. Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to Owner. Contractor shall submit all Samples in ample time to enable Owner to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

C. Contractor shall give Owner timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

D. If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish Owner with the required certificates of inspection, or approval. Owner will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

E. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of Owner, Contractor shall uncover the Work at Owner's request. Contractor shall bear the expense of uncovering Work and replacing Work. In any case where Contractor covers Work contrary to Owner's request, Contractor shall uncover Work for Owner's observation or inspection at Owner's request. Contractor shall bear the cost of uncovering Work.

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

G. Inspection of the Work by or on behalf of Owner, or Owner's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by Owner, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor’s knowledge.

H. Any inspection, evaluation, or test performed by or on behalf of Owner relating to the Work is solely for the benefit of Owner, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by Owner, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.03 Correction Of Defective Work

A. Owner may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not Defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such
correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner’s calculations, it may make a claim as provided in Article 12 of this Document 00 7200. Owner’s rights under this Paragraph shall be in addition to any other rights it may have under the Contract Documents or by law.

B. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, Owner may order Contractor to replace any such Defective Work, or stop any portion of Work to permit Owner (at Contractor’s expense) to replace such Defective Work. These Owner rights are entirely discretionary on the part of Owner, and shall not give rise to any duty on the part of Owner to exercise the rights for the benefit of Contractor or any other party.

9.04 Acceptance And Correction Of Defective Work By Owner

A. Owner may in its sole discretion elect to accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to Owner’s evaluation of and determination to accept such Defective Work. If Owner accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with Owner’s calculations, Contractor may make a claim as provided in Article 12 of this Document 00 7200. If Owner accepts any Defective Work after final payment, Contractor shall pay to Owner, an appropriate amount as determined by Owner.

B. Owner may correct and remedy deficiency if, after five Days’ written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work; or provide a plan for correction of Defective Work acceptable to Owner; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, Owner may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor’s Work related thereto; take possession of all or part of Contractor’s tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, its representatives, agents, employees, and other contractors and Project Manager/Architect’s consultants’ access to the Site to enable Owner to exercise the rights and remedies under this Paragraph. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by Owner in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, Owner may deduct from monies due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with Owner’s calculations, Contractor may make a claim as provided in Article 12.

9.05 Rights Upon Inspection, Correction Or Acceptance

A. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by Owner of its rights and remedies under this Article. Where Owner exercises its rights under this Article, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor’s right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.

B. Inspection by Owner or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise
shall not operate to waive Owner’s right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor’s obligation to complete the Work in accordance with Contract Documents shall be absolute, unless Owner agrees otherwise in writing.


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

B. Before commencing any portion of Work, Contractor shall inform Owner in writing as to time and place at which Contractor wishes to commence Work, and nature of Work to be done, in order that proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to Owner a reasonable time in advance of time at which Contractor proposes to begin Work, so that Owner may complete necessary preliminary work without inconvenience or delay to Contractor.

9.07 Correction Period And Project Warranty Period:

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

B. In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

C. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.08 No Waiver

A. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by Owner shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

B. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to Owner, Owner shall have right to operate and use materials or equipment until said materials and equipment can, without damage to Owner, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

C. Nothing in the Contract Documents shall be construed to limit, relieve, or release Contractor’s, Subcontractors’, and equipment suppliers’ liability to Owner for damages sustained as result of
latent defects in materials or equipment caused by negligence of Contractor, its agents, suppliers, employees, or Subcontractors.

ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS

10.01 Owner’s Right To Direct Changed Work.
A. Owner may, without notice to the sureties and without invalidating the Contract, make changes in the Work ("Changed Work"), including without limitation: alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, reduce or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such Owner-furnished labor, materials, and equipment.
B. If Changed Work is of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and Owner may agree upon as reasonable and proper allowance for increase or decrease in cost of Work using the cost guidelines set forth in this Article, and absent such agreement, then as Owner may direct (with Contractor retaining its rights under Article 12 herein).

10.02 Required Documentation For Changed Work
A. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order or Change Directive that shall specify:
   1. The Work performed in connection with the change to be made;
   2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
   3. The extent of the adjustment in the Contract Time, if any.
B. A Change Order or Change Directive will become effective when signed by Owner, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor’s signature, provided Owner indicates same thereon (by indicating it as a “unilateral change order”).
C. All changes in any plans and specifications approved by any authority with jurisdiction may also require addenda or change orders approved by that authority.
D. Where Owner requests, a performance bond rider covering the changed Work must be executed and delivered to Owner before proceeding with the changed Work or shortly in time thereafter.

10.03 Procedures And Pricing Of Changed Work
A. Procedures for changed work and pricing of changed work, claims and all forms of extra compensation, are set forth in Section 01 2600 (Modification Procedures).

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances
A. Time is of the essence. Contract Time may only be changed by Change Order, and all time limits stated in the Contract Documents are to mean that time is of the essence.

11.02 Excusable Delay And Inexcusable Delay Defined.
A. Excusable Delay. Subject to the provisions on Notice of Delay below, Contract Time may be adjusted in an amount equal to the time lost due to:
   1. Changes in the Work ordered by Owner ("Changes");
   2. Acts or neglect by Owner, Architect, any Owner Representative, utility owners or other contractors performing other work, not permitted or provided for in the Contract
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Documents, provided that Contractor has performed its responsibilities under the Contract Documents (including but not limited to pre-bid investigations) (“Acts or Neglect”); or

3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Article, earthquakes, civil or labor disturbances, or acts of God (together, “force majeure events”), provided damages resulting therefrom are not the result of Contractor’s failure to protect the Work as required by Contract Documents (“Force Majeure”).

B. Inexcusable Delay. Contract Time shall not be extended for any period of time where Contractor (and/or any Subcontractor) is delayed or prevented from completing any part of the Work due to a cause that is within Contractor’s risk or responsibility under the Contract Documents. Delays attributable to or within the control of a Subcontractor, or its subcontractors, or supplier, are deemed delays within the control of Contractor.

C. Float. Float shall be treated as a Project resource. Contractor shall not be entitled to a time extension for impacts that consume float, but do not impact the critical path.

11.03 Notice Of Delay

A. Within seven Days of the beginning of any delay (excepting adverse weather delays), Contractor shall notify Owner in writing, by submitting a notice of delay that shall describe the anticipated delays resulting from the delay event in question. If Contractor requests an extension of time, Contractor shall submit a TIE within ten days of the notice of delay. Owner will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph. In cases of substantial compliance with the seven-day notice requirement here (but not to exceed twenty-one days from the beginning of the delay event), Owner may in its sole discretion recognize a claim for delay accompanied with the proper TIE, provided Contractor also shows good faith and a manifest lack of prejudice to Owner from the late notice.

11.04 Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Sum in addition to Contract Time for:

1. Excusable delay caused solely by Changes in the Work ordered by Owner, as provided above, and/or
2. Excusable delay caused solely by Acts or Neglect by Owner or other person, as provided above.

11.05 Non-Compensable Time Extensions

A. Subject to other applicable provisions of the Contract Documents, Contractor may be entitled to adjustment in Contract Time only, without adjustment in Contract Sum, for

1. Periods of excusable delay caused solely by weather or Force Majeure events as provided above in this Article, or
2. Periods of concurrent delay, where delay results from two or more causes, one of which is compensable (resulting from Changes or Acts of Neglect as set forth above in this Article), and the other of which is non-compensable or unexcusable, such as: acts or neglect of Contractor, Subcontractors or others for whom Contractor is responsible; other acts, omissions and conditions which would not entitle Contractor to adjustment in Contract Time; adverse weather; and/or actions of Force Majeure as provided above in this Article.

11.06 Adverse Weather

A. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds the parameters listed or referenced immediately below in this subparagraph and Contractor proves that adverse weather actually caused delays to work on the critical path. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.
B. Claims for extension of time for rain delay will not be granted unless the number of days work is prevented by rain exceeds 110% of the average number of rain days expected for the period of the Contract Time, based on the records of the National Oceanic & Atmospheric Administration (NOAA) weather station closest to the Project Site, as measured and reported by NOAA. (For example, for California, Oregon and Washington, these figures are contained in the “>=0.10 inch” column at the applicable weather station’s “General Climate Summary Table” for “Precipitation” at http://www.wrcc.dri.edu/Climsum.html), pro-rated in the individual month Contractor starts and finishes Work. Delays due to adverse weather conditions will not be allowed for weather conditions that fall within these parameters.

C. In order to qualify as an adverse weather delay with respect to the foregoing parameters, (i.) daily rainfall must exceed .1 inch, and/or (ii.) daily snowfall must exceed 1.0 inch or more, at the NOAA station located closest to the Project site, as measured and reported by NOAA. Notwithstanding these allowances, Contractor shall at all times employ all available mitigation measures to enable Work to continue, Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, lime treatment, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for Owner to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify Owner and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float available to either Owner or Contractor.

E. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor’s progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to Owner’s satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

F. During unfavorable weather, wet ground, or other unsuitable construction conditions, Contractor shall employ best practices to protect the Work, manage the construction site and rainwater during inclement weather. Persons performing the Work shall examine surfaces to receive their Work and shall report in writing to Contractor, with copy to Owner representative and the Architect conditions detrimental to the Work. Failure to examine and report discrepancies makes the Contractor responsible, at no increase in Contract Sum, for corrections Owner may require. Commencement of Work constitutes acceptance of surface.

11.07 Liquidated Damages

A. Time is of the essence. Execution of Contract Documents by Contractor shall constitute its acknowledgement that Owner will actually sustain damages in the form of Contract administration expenses (such as Project management and consultant expenses) in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion plus extensions of time allowed pursuant to provisions hereof.

B. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

C. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover...
their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

ARTICLE 12 - CLAIMS BY CONTRACTOR

12.01 Obligation to File Claims for Disputed Work

A. Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00 7200 and Section 01 2600.) If a dispute remains, then Contractor shall give written notice to Owner that expressly invokes this Article 12. Owner shall decide the issue in writing within 15 days; and Owner’s written decision shall be final and conclusive. If Contractor disagrees with Owner’s decision, or if Contractor contends that Owner failed to provide a decision timely, then Contractor’s SOLE AND EXCLUSIVE REMEDY is to promptly file a written claim setting forth Contractor’s position as required herein.

12.02 Form And Contents Of Claim

A. Contractor’s written claim must identify itself as a “Claim” under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 through 5; a verification under penalty of perjury of the claim’s accuracy. The Claim shall be submitted to Owner within thirty (30) calendar days of receiving Owner’s written decision, or the date Contractor contends such decision was due, and shall be priced like a change order according to Section 01 2600, and must be updated monthly as to cost and entitlement if a continuing claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.03 Administration During/After Claim Submission

A. Owner may render a final determination based on the Claim or may in its discretion conduct an administrative hearing on Contractor’s claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Owner prior to rendering a final determination. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

B. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with Owner’s determination.

C. After their submission, claims less than $375,000 shall also be subject to the Local Agency Disputes Act.

12.04 Compliance

A. The provisions of this Article 12 constitute a non-judicial claim settlement procedure that, pursuant to Section 930.2 of the California Government Code, shall constitute a condition precedent to submission of a valid Government Code Claim under the California Government Code. Contractor shall bear all costs incurred in the preparation, submission and administration of a claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor’s prior compliance with the claims procedure herein and the previous
dispositions under Paragraph 12.3 above of the claims asserted. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days from either accrual of the cause of action, substantial completion or termination of the contract, whichever occurs first; in all other respects, the Government Code shall apply unchanged.

B. Failure to submit and administer claims as required in Article 12 shall waive Contractor’s right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

C. Owner shall not be deemed to waive any provision under this Article 12, if at Owner’s sole discretion, a claim is administered in a manner not in accord with this Article 12. Waivers or modifications of this Article 12 may only be made a signed change order approved as to form by legal counsel for both Owner and Contractor; oral or implied modifications shall be ineffective.

ARTICLE 13 - UNDERGROUND CONDITIONS

13.01 Contractor To Locate Underground Facilities.

A. During construction, Contractor shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: “Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

B. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide Owner with copies of all USA records secured by Contractor. Contractor shall advise Owner of any conflict between information provided in Document 00 3000 (Geotechnical Data and Existing Conditions), the Drawings and that provided by USA records. Contractor’s excavation shall be subject to and comply with the Contract Documents.

C. Contractor shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 3000 (Geotechnical Data and Existing Conditions), the Drawings or that provided by USA records. Contractor shall immediately secure all such available information and notify Owner and the utility owner, in writing, of its discovery.

13.02 Contractor To Protect Underground Facilities.

A. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Contractor shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor’s operations.

B. Prior to performing Work at the Site, Contractor shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional utilities whose locations are unknown are discovered, Contractor shall immediately report to Owner for
disposition of the same. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor’s attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00 7200.

C. If during construction, an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by Owner for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency), identify the owner of such Underground Facility and give written notice to that owner and to Owner. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

E. Consistent with California Government Code §4215, as between Owner and Contractor, Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. Owner will compensate for the cost of locating and repairing damage not due to Contractor’s failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work. Contractor shall not be assessed liquidated damages for delay in completion of the Project, when such delay was caused by the failure of Owner or the utility to provide for removal or relocation of such utility facilities.

13.03 Concealed Or Unknown Conditions

A. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to Owner promptly before conditions are disturbed, except in an emergency as set forth in this Document 00 7200, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or

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

B. In response to Contractor’s Notice of Differing Site Conditions under this Paragraph, Owner will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor’s cost of, or time required for, performance of any part of the Work, Owner will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If Owner determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, Owner will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00 7200.)

C. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted
its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.

D. Regarding Underground Facilities, Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by Owner only where the Underground Facility:

1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
2. Contractor did not know of it; and
3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)

E. Contractor shall bear the risk that Underground Facilities not owned or built by Owner may differ in nature or locations shown in information made available by Owner for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on Owner’s Project, and Contractor is to apply its skill and industry to verify the information available.

F. Contractor’s compensation for claimed Latent or materially different Site conditions shall be limited to the actual, reasonable, incremental increase in cost of that portion of the Work, resulting from the claimed Latent or materially different Site conditions. Such calculation shall take into account the estimated value of that portion of the Work and the actual value of that portion of the Work, using for guidance Contractor’s or its subcontractor’s bid amount and actual amounts incurred for that portion of the Work and the reasonable expectation (if any) of differing or difficult site conditions in the Work area based on the available records and locale of the Work. For example, if Contractor excavates in an area unexpected, then such costs would be recoverable entirely; while if Contractor extends an existing excavation, then such costs would be recoverable if the resulting excavation costs in that work area exceeded the reasonable expectations therefore.

13.04 Notice Of Hazardous Waste Or Materials Conditions

A. Contractor shall give a written Notice of Hazardous Materials Condition to Owner promptly, before any of the following conditions are disturbed (except in an emergency as set forth in this Document 00 7200), and in no event later than 24 hours after first observance of any:

1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law (“hazardous material”); or
2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).

B. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.

C. Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the
scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.

D. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:

1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
2. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
3. Contractor failed to give the written notice within the required timeframe set forth below.

E. If Owner determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, Owner will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If Owner determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, Owner will notify Contractor in writing, stating the reasons for its determination.

F. In addition to the parties’ other rights under this Document 00 7200, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, Owner may order the disputed portion of Work deleted from the Work, or performed by others, or Owner may invoke its right to terminate Contractor’s right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.

G. If Contractor does not agree with any Owner determination of any adjustment in the Contract Sum or Contract Time under this Article, Contractor may make a claim as provided in Article 12 of this Document 00 7200.

ARTICLE 14 - LEGAL AND MISCELLANEOUS

14.01 Laws And Regulations

A. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify Owner and its officers, employees, consultants and agents against any claim or liability, including attorney’s fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

14.02 Permits And Taxes

A. Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. Owner will pay applicable building permits, sanitation and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where Owner may have already obtained permits for the Work.

14.03 Communications And Information Distribution
A. All communications recognized under the Contract Documents shall be in writing, in the form of a serialized document, by type of communication. For example, RFI's shall be serialized beginning with RFI No. 1; payment applications shall be serialized beginning with Payment Application No. 1, submittals shall be serialized per specification section and transmitted with transmittal sheets beginning with Transmittal No. 1; and correspondence shall be serialized beginning with letter No. 1. Contractor may propose other record management and identification systems or protocols, intended to facilitate orderly transmittal of project information, storage and retrieval of such information, which Owner will review consistent with these stated objectives, and accept or reject in its sole discretion.

B. Documents Requiring Signatures. All documents requiring signatures for approval prior to implementing action, as stipulated in other portions of Contract Documents, shall require a manually signed, serialized letter delivered to the other party at its address for notice otherwise specified in the Contract Documents, either personally or by mail.

C. Electronic data transfer of such correspondence will serve to expedite preliminary concurrence of information, only. Receipt of “hard copy” signature on forms is required prior to implementing action or work as the conditions may require. For example, change orders and authorizations for extra cost, require signatures. A party may acknowledge receipt of PDF copies of required correspondence by e-mail, but in the absence of such acknowledgment, mail or personal delivery is required.

D. All emails shall be copied to Owner’s and Contractor’s Project Representative. Owner reserves the right to preclude e-mail communication, in whole or in part, as Project needs may require. Communication between Owner and Contractor shall not be via Twitter, Facebook, or other types of instant text message systems. Any such communications shall be inadmissible for any purpose related to this Contract.

14.04 Suspension Of Work

A. Owner may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as Owner may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 2600 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.

14.05 Termination Of Contract For Cause

A. The Contractor shall be in default of the Contract Documents and Owner may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from Owner to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide Owner within the ten (10) day period with a written plan acceptable to Owner that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).

B. In the event of termination by Owner for cause as provided herein, the Contractor shall deliver to Owner possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which Owner may have to claim and recover damages for any breach of the
Contract Documents or otherwise, but rather, the Contractor shall compensate Owner for all loss, cost, damage, expense, and/or liability suffered by Owner as a result of such termination and/or failure to comply with the Contract Documents.

C. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

14.06 Termination Of Contract For Convenience
A. Owner may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever Owner shall determine that termination is in Owner's best interest. Termination shall be effected by Owner delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

B. Contractor shall comply strictly with Owner's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

C. Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, Owner shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.

D. Under no circumstances may Contractor recover legal costs of any nature, nor may Contract recover costs incurred after the date of the termination.

14.07 Contingent Assignment Of Subcontracts
A. Contractor hereby assigns to Owner each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after Owner's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) as set forth herein.

2. The assignment is effective only for the Subcontracts which Owner expressly accepts by notifying the Subcontractor in writing;

3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 6113.13 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;

4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00 7200), sign all instruments and take all actions reasonably requested by Owner to evidence and confirm the effectiveness of the assignment in Owner; and

5. Nothing in this Paragraph shall modify or limit any of Contractor's obligations to Owner arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

14.08 Remedies And Contract Integration
A. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter claims, disputes and other matters in question between Owner and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State and County where the Project is located. All Owner remedies provided in the Contract Documents shall be taken and construed
as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances Owner shall have any and all other equitable and legal rights and remedies which it would have according to law.

B. The Contract Documents, any Contract Modifications and Change Orders, shall represent the entire and integrated agreement between Owner and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. Owner and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.

C. Either party’s waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party’s right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

D. Neither acceptance of the whole or any part of Work by Owner nor any verbal statements on behalf of Owner or its authorized agents or representatives shall operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to Owner herein nor any right to damages provided in the Contract Documents.

14.09 Interpretation.

A. Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

B. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any Owner's representative and Contractor; (2) Owner and/or its Representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than Owner and Contractor.

14.10 Patents

A. Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless Owner and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each Owner’s Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney’s fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

14.11 Substitution For Patented And Specified Articles
A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or Approved Equal” and Contractor may offer any substitute material or process that Contractor considers “equal” in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 2000 (Instructions to Bidders). A substitution will be approved only if it is a true “or equal” item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

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

14.13 Limit Of Liability
A. OWNER, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGER AND EACH OTHER OWNER REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules
A. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor’s and Subcontractors’ employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to Owner’s approval.

B. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by Owner, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to Owner or occupant thereof resulting from the performance of Work.

C. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by Owner at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.

D. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any
other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

15.02 Protection Of Work, Persons, And Property

A. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by Owner, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor’s duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor’s Work.

D. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

E. Owner may, at its option, retain such moneys due under the Contract Documents as Owner deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and Owner receives satisfactory evidence to that effect.

F. Work within the right-of-way lines of the city and/or Owner and/or State shall be done in accordance with the standards and specifications of the controlling agency. Permit for such work shall be obtained and paid for by the Contractor before executing the work within such right-of-ways.

15.03 Responsibility For Safety And Health

A. Contractor shall ensure that its and each tier of Subcontractors’ employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and Owner’s safety regulations as amended from time to time. Contractor shall comply with all Owner directions regarding protective clothing and gear.

B. Contractor shall be fully responsible for the safety of its and its Subcontractors’ employees, agents and invitees on the Site. Contractor shall notify Owner, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor’s control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.

C. Contractor shall confine all persons acting on its or its Subcontractors’ behalf to that portion of the Site where Work under the Contract Documents is to be performed, Owner-designated routes for ingress and egress thereto, and any other Owner-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor
shall provide safe means of access to all places at which persons may at any time have occasion to be present.

15.04 Emergencies

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

15.05 Use Of Roadways And Walkways

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

15.06 Nondiscrimination

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

15.07 Prevailing Wages And Working Hours

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

B. Contractor shall forfeit, as a penalty to Owner, Fifty Dollars ($50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph and the terms of the California Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00 7200 and the California Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by Owner. The Labor Commissioner pursuant to California Labor Code §1775 shall determine the final amount of forfeiture.

C. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the
locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

D. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation, California Labor Code §§ 1776 and 1810-1815. Failure to so comply shall constitute a default under this Contract.

E. Contractor and its Subcontractors shall be responsible for compliance with Labor Code §§ 1810-1815.

1. Eight hours of labor performed in execution of the Contract constitutes a legal day’s work. The time of service of any workman employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week.

2. Contractor and its Subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection Owner and to the Division of Labor Standards Enforcement.

3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.

4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

F. Contractor and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.

1. Contractor and Subcontractors must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract Documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.

   a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

   b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

3. Contractor shall also deliver certified payrolls to Owner with each Application for Payment as set forth above in this Document 00 7200 (General Conditions).

15.08 Environmental Controls
A. Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in California Government Code §11017. Contractor shall be responsible for insuring that Contractor’s Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

15.09 Shoring Safety Plan

A. Any conflict between this Paragraph and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

B. At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to Owner a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by California Labor Code §6705. A civil or structural engineer registered in California shall prepare and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

C. During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. Owner’s acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph.

D. Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 7300

LABOR COMPLIANCE PROGRAM

Contractor and Subcontractors are responsible for complying with each and every applicable prevailing wage law and the Owner’s Labor Compliance Program.

ARTICLE 1 - LABOR COMPLIANCE PROGRAM

1.01 In accordance with California Labor Code §1771.7, Owner has established a Labor Compliance Program. This Labor Compliance Program is applicable to construction projects using funds from the Kindergarten-University Public Education Facilities Bond Acts of 2002, 2004 or 2006.

1.02 Owner received initial approval for its Labor Compliance Program from the California Department of Industrial Relations on September 1, 2011.

1.03 All Contractors and Subcontractors providing workers or performing work on the Project shall comply with the Labor Compliance Program.

1.04 All Contractors and Subcontractors providing workers or performing work on the Project shall comply with all applicable wage and hour laws.

ARTICLE 2 - CONTACT INFORMATION

2.01 Owner’s Labor Compliance Program is administered by the Department of Industrial Relations. The telephone number is 1-844-522-6734. All inquiries, questions or requests for assistance with regard to Owner’s Labor Compliance Program should be directed to the Compliance Administrator unless Owner directs otherwise.

ARTICLE 3 - WAGE RATES

3.01 Contractor shall post the applicable prevailing wage rates at each Project construction site.

ARTICLE 4 - NO DUTY TO CONTRACTOR OR SUBCONTRACTOR

4.01 The duty of Owner to carry out its Labor Compliance Program runs solely to the Director of the California Department of Industrial Relations and not to any worker, contractor, subcontractor or other party.

ARTICLE 5 - MANDATORY PRE-BID CONFERENCE

5.01 Owner shall conduct a Pre-Bid Conference at 2pm on November 17, 2015 at PCCD Department of General Services, 333 East 8th Street, Oakland, CA 94606 to discuss federal and state labor law requirements applicable to the Project.

5.02 All Contractors must attend this Mandatory Pre-Job Conference and sign an attendance roster as a condition to participating in the Project.

ARTICLE 6 - PAYMENT OF PREVAILING WAGE RATES

6.01 Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Owner to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract.
6.02 Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the California Labor Code.

6.03 The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for each craft, classification, or type of worker needed to execute the Contract including any rate changes that take effect during the term of the Contract.

6.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall ascertain and comply with all current general prevailing wage rates for each craft, classification, or type of worker needed to perform the Work, including any rate changes that take effect during the term of such contract.

6.05 The limited exemption from paying prevailing wage rates pursuant to California Labor Code §1771.5 shall be applied to this Contract if the exemption criteria set forth therein are met.

ARTICLE 7 - LABOR CODE COMPLIANT PAYROLL RECORDS

7.01 Contractor must maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Contractor’s payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyperson, apprentice worker or other employee employed in connection with the Project.

7.02 Each of Contractor’s payroll record shall be verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Contractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Contractor’s employees on the Project.

7.03 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall maintain accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing Work on the Project. Subcontractor’s payroll records shall also set forth the straight time and overtime hours worked each day and each week, the fringe benefits and the actual per diem wage paid to each owner, journeyperson, apprentice worker or other employee employed in connection with the Project.

7.04 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall verified by a written declaration that it is made under penalty of perjury and stating that the information contained in the payroll record is true and correct and that the Subcontractor has complied with the requirements of California Labor Code §§1771, 1811 and 1815 for any Work performed by the Subcontractor’s employees on the Project.

ARTICLE 8 - PAYROLL RECORD AVAILABILITY

8.01 The Contractor shall make available for inspection at all reasonable hours at the principal office of the Contractor, or shall furnish a certified copy, of all Contractor’s payroll records for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.

8.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall make available for inspection at all reasonable hours at the principal office of the Subcontractor, or shall furnish a certified copy of all Subcontractor’s payroll records.
for its employees employed in connection with the Work upon request by an employee, employee representative, Owner, the Compliance Administrator or any other Owner representative, The Division of Labor Standards.

8.03 If the principal office of the Contractor or Subcontractor is more than twenty-five miles from the Project site, upon request from Owner, the Compliance Administrator or any other Owner representative or a worker employee, Contractor or Subcontractor shall make a certified copy of all Contractor’s or Subcontractor’s payroll records for its employees employed in connection with the Work available for inspection at Owner’s office located at [address].

ARTICLE 9 - SUBMISSION OF WEEKLY PAYROLL RECORDS

9.01 Contractor shall submit to the Compliance Administrator a certified copy of all the Contractor’s payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.

A. If there was no work performed during a given week, Contractor’s certified payroll record shall be annotated: “no work” for that week.

B. Contractor shall mark “final” on its last submitted payroll for the Project.

9.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall submit to the Compliance Administrator a certified copy of all the Subcontractor’s payroll records for its employees employed in connection with the Work on a weekly basis. The certified payroll records for the preceding week shall be submitted on the Wednesday of the following week. In the event that a legal holiday falls on Wednesday, the certified payroll records shall be submitted on the next business day.

A. If there was no work performed during a given week, Subcontractor’s certified payroll record shall be annotated: “no work” for that week.

B. Subcontractor shall mark “final” on its last submitted payroll for the Project.

ARTICLE 10 - AUDIT AND INVESTIGATION OF COMPLIANCE

10.01 Owner may conduct reasonable investigation of Contractor’s and/or Subcontractor’s compliance with the requirements of California Labor Code §§1771, 1775, 1777..5, 1811, 1813 and 1815 and any other applicable state or federal labor law. Not more than ten days after a written or oral request from Owner, Compliance Administrator or any other Owner representative, Contractor and/or Subcontractor shall provide legible copies of time cards, personnel sign in sheets, daily logs payroll registers, paycheck stubs, cancelled paychecks or any other document requested to authenticate or corroborate compliance with prevailing wage rate laws. Contractor and/or Subcontractor shall make the originals of the requested documents available for inspection upon request by Owner, the Compliance Administrator or any other Owner representative at all reasonable hours at the principal office of the Contractor or Subcontractor or if the principal office of the Contractor or Subcontractor is more than 25 miles from the Project site, at Owner’s office located at Department of General Services, 333 East 8th Street, Oakland, CA 94606.

10.02 Contractor and/or Subcontractor shall assist Owner, the Compliance Administrator or any other Owner representative with any investigation or audit of Contractor and/or Subcontractor regarding compliance with the prevailing wage rate laws.

10.03 Contractor and/or Subcontractor shall make its employees available for interviews by Owner, the Compliance Administrator or any other Owner representative.

10.04 Neither Contractor nor Subcontractor shall take retaliatory measures against any worker on the Project for informing Owner or Compliance Administrator or Owner representative of, or responding to, any monitoring, investigation or audit of any violation or suspected violation of the prevailing wage rate laws.
ARTICLE 11 - INADEQUATE OR DELINQUENT PAYROLL RECORDS

11.01 Payment under this Contract shall not be made when Contractor or Subcontractor payroll records are delinquent or inadequate.

11.02 Payroll records shall be considered delinquent if they are not submitted in compliance with Paragraph 9 of this Document 00 7300.

11.03 Payroll records shall also be considered delinquent if they are not submitted within ten days of any written request by Owner or Compliance Administrator or other Owner representative.

11.04 Payroll records shall be considered inadequate if one or more of the following conditions exists:

A. The record lacks the information required by California Labor Code §1776; or
B. The record contains the information required by California Labor Code §1776 but is not certified, or is certified by someone that is not an agent of the Contractor; or
C. A nonconforming record remains uncorrected for one payroll period after Owner or its designee has given Contractor notice of inaccuracies detected by Owner or its designee.

ARTICLE 12 - NAME AND ADDRESS OF BONDING COMPANY

12.01 Contractor shall provide Owner with the name and address of any bonding company issuing a bond that secures the payment of wages by the Contractor. If the name or address of any such bonding company changes over the term of this Contract, Contractor shall provide the new name and/or address of the bonding company to Owner in writing within ten days of such change. The writing shall be clearly identified as “Notice of Change in Bonding Company For Payment of Wages.”

12.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall provide Owner with the name and address of any bonding company issuing a bond that secures the payment of wages by the Subcontractor. If the name or address of any such bonding company changes over the term of the Project, Subcontractor shall provide the new name and/or address of the bonding company to Owner in writing within ten days of such change. The writing shall be clearly identified as “Notice of Change in Bonding Company For Payment of Wages.”

ARTICLE 13 - NOTICE TO BONDING COMPANY

13.01 Contractor acknowledges and agrees that in the event that Owner or its Compliance Administrator or any other Owner representative, provides notice of withholding contract payment to the Contractor or Subcontractor, a copy of the notice may also be served on any of Contractor’s or Subcontractor’s bonding companies that issued a bond to securing payment of wages.

13.02 The Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, a provision that each Subcontractor shall acknowledges and agrees that in the event that Owner or its Compliance Administrator or any other Owner representative, provides notice of withholding contract payment to the Contractor or Subcontractor, a copy of the notice may also be served on any of Contractor’s or Subcontractor’s bonding companies that issued a bond to securing payment of wages.

ARTICLE 14 - NOTICE OF WITHHOLDING

14.01 Owner shall provide Contractor with notice of withholding contract payments.
14.02 Owner shall provide Contractor and Subcontractor with notice of withholding if withholding is due to Subcontractor.

ARTICLE 15 - REQUEST FOR REVIEW

15.01 The exclusive and only means for Contractor or Subcontractor to receive review of a decision by Owner to withhold payment for violations of the prevailing wage requirements is through the procedure set forth herein.

15.02 Contractor or Subcontractor may contest a finding that it has violated the prevailing wage requirement laws by submitted a writing clearly identified as “Request for Review” to Owner’s Labor Compliance Program personnel as identified in Paragraph 2 of this Document 00 7300 within sixty (60) days after service of the Notice to Withhold of Contract Payments.

15.03 The Request for Review must clearly identify the Notice of Withholding Contract Payments from which review is sought, including the date of the Notice of Withholding Contract Payments or it shall include a copy of the Notice of Withholding Contract Payments as an attachment.

15.04 The Request for Review must contain a complete statement of the basis for the protest.

15.05 The Request for Review must refer to the specific portion of the Notice to Withhold that forms the basis for the protest.

15.06 The Request for Review must include the name, address, and telephone number of the person representing the protesting party.

15.07 Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, the same terms as set forth in this Document 00 7300 Paragraphs 15, 16 and 17 and each subpart thereto.

ARTICLE 16 - FAILURE TO REQUEST REVIEW SHALL RESULT IN FINAL JUDGMENT

16.01 Failure by the Contractor to submit a timely Request for Review may result in a final order which shall be binding on the Contractor, and which shall also be binding, with respect to the amount due, on the bonding company issuing a bond that secures the payment of wages by the Contractor and a surety on the bond.

16.02 Failure by the Subcontractor to submit a timely Request for Review may result in a final order which shall be binding on the Subcontractor, and which shall also be binding, with respect to the amount due, on the bonding company issuing a bond that secures the payment of wages by the Subcontractor and a surety on the bond.

ARTICLE 17 - NO INTERIM PAYMENT OF WITHHELD CONTRACT PAYMENTS

17.01 Pending a final order, or the expiration of the time period for seeking review of the Notice of Withholding of Contract Payments, Owner shall not disburse any Contract payments that have been withheld.

ARTICLE 18 - FAILURE TO COMPLY WITH LABOR LAWS MAY RESULT IN PENALTIES

18.01 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from bidding on public works projects for up to three years.

18.02 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in the Contractor and/or Subcontractor being prohibited from being awarded public works projects for up to three years.

18.03 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of the unpaid wages by the Contractor or Subcontractor.

18.04 Failure by Contractor or Subcontractor to pay every employee performing Work prevailing wages may result in a forfeiture of up to $50.00 per each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.
18.05 Failure by Contractor or Subcontractor to submit certified copies of payroll records within ten days of a written request from Owner, the Compliance Administrator or any other Owner representative may result in a forfeiture of up to $25.00 per each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

18.06 Failure by Subcontractor to pay every employee performing Work prevailing wages may result in withholdings, penalties and forfeitures being assessed against Contractor.

ARTICLE 19 - CONTRACTOR MUST MONITOR SUBCONTRACTOR COMPLIANCE

19.01 Contractor shall monitor the payment of the specified general prevailing rate of per diem wages to employees by each Subcontractor by periodically reviewing the certified payroll records of each Subcontractor.

ARTICLE 20 - CORRECTIVE ACTION BY CONTRACTOR REGARDING SUBCONTRACTOR

20.01 Once the Contractor is aware that any Subcontractor has failed to pay its workers the specified prevailing rate of wages, the Contractor shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subcontractor for Work performed on the Project.

ARTICLE 21 - AFFIDAVIT PRIOR TO FINAL PAYMENT TO SUBCONTRACTOR

21.01 Prior to making final payment to any Subcontractor for Work performed on the Project, Contractor shall obtain an affidavit signed under penalty of perjury from each Subcontractor that each Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on the Project and any amounts due under California Labor Code §1813.

ARTICLE 22 - NOTICE OF PRIOR VIOLATIONS OF THE PREVAILING WAGE RATES

22.01 Contractor shall promptly notify Owner if Contractor has been barred from bidding for or working on public works projects for any reason.

22.02 Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the contractor has any interest has been found to have willfully violated the prevailing wage rate laws.

22.03 Contractor shall promptly notify Owner if Contractor or a firm, corporation, partnership, or association in which the contractor has any interest has been found to have violated the public works chapter of the California Labor Code with an intent to defraud.

22.04 The term “any interest” shall have the meaning set forth in California Labor Code §1777.1(f) or any amendment thereto.

22.05 Notice shall be given by the Contractor to Owner before bidding closes or if Contractor is unaware until after bidding has closed, before the Contract is awarded or if the Contractor is unaware until after the Contract has been awarded then before it is executed and if the Contractor is unaware until after the Contract has been executed then not more than five calendar days after Contractor has notice of any kind that it has been found to have willfully violated the prevailing wage rate laws or found to have violated the public works chapter of the California Labor Code with an intent to defraud.

ARTICLE 23 - DEFINITIONS

23.01 All abbreviations and definitions of terms used in this Document 00 7300 are set forth in this Document 00 7300 or in Document 00 7200 (General Conditions) and Section 01 4200 (References and Definitions).

END OF DOCUMENT
1. SUMMARY
   A. This document includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).

2. SUPPLEMENTS
   A. Add new Article 16 - “Insurance Requirements”:
      1. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
         1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy (“Occurrence Form”). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than $1,000,000 each occurrence, $2,000,000 general aggregate limit, and $2,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
         2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than $1,000,000 each person Bodily Injury, $1,000,000 each occurrence Bodily Injury, and $1,000,000 each occurrence Property Damage.
         3. All-Risk Course of Construction Insurance including damage to property owned by District, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed $10,000. Each loss shall be borne by Contractor.
         4. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
         5. [Option] Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less
than [Insert Amount e.g. $1,000,000] combined single limit for each occurrence.

2. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of A-, VIII or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

3. Required Endorsements: The policies required under paragraphs 4.2.A.1 and 4.2.A.2 [Option: and 4.2.A.5] of this Document 00700 shall be endorsed as follows:

   1. Name District, its Board of Directors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.

   2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under paragraphs 4.2.A.1 and 4.2.A.2 [Option: and 4.2.A.5] of this Document 00700.

   3. Insurance shall be primary to District and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.

4. [Option] Additional Endorsement: The policy required under paragraph 4.2.A.1 of this Document 00700 shall be endorsed as follows:

   1. Name the State of California, its officers, agents, employees, and servants as additional insured, but only with respect to liability arising out of the activities of the named insured.

5. Certificates of insurance and endorsements shall have clearly typed thereon District Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Contract Administration/Inspection) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District’s request, Contractor shall submit to District, within 30 Days, copies of the actual insurance policies or renewals or replacements.

6. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
7. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for
which the employee, or the employee’s dependents in the event of employee’s death, is
entitled to compensation from District under provisions of the Workers’ Compensation
Insurance and Safety Act, as amended, or for which compensation is claimed from
District, District may retain out of sums due Contractor under Contract Documents,
amount sufficient to cover such compensation, as fixed by the Act, as amended, until
such compensation is paid, or until it is determined that no compensation is due. If
District is compelled to pay compensation, District may, in its discretion, either deduct
and retain from the Contract Sum the amount so paid, or require Contractor to reimburse
District.

8. Nothing in paragraph 4.2 of this Document 00700 shall be construed as limiting in any
way the extent to which Contractor or any Subcontractor may be held responsible for
payment of damages resulting from their operations.

9. All Subcontractors shall maintain the same insurance required to be maintained by
Contractor with respect to their portions of the Work, and Contractor shall cause the
Subcontractors to furnish proof thereof to District within ten Days of District’s request.

10. The following provisions apply to any licensed professional engaged by Contractor to
perform portions of the Work (“Professional”).

   1. Each Professional shall maintain the following insurance:
      
      a. Professional Liability Insurance, insuring against professional errors
         and omissions arising from Professional’s Work on the Project, in an
         amount not less than $1,000,000 combined single limit for each
         occurrence. If Professional cannot provide an occurrence policy,
         Professional shall provide insurance covering claims made as a result
         of performance of Work on this Project and shall maintain such
         insurance in effect for not less than two years following Final
         Completion of the Project.
      
      b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.4 of
         this Document 00700. Professional shall satisfy all other provisions of
         paragraph 4.2 of this Document 00700 relating to that insurance,
         including without limitation providing required insurance certificates
         (containing the required endorsements) before commencing its Work
         on the Project.

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 7380

APPRENTICESHIP PROGRAM

ARTICLE 1 - COMPLIANCE REQUIRED

1.01 Contractor and Subcontractors shall comply with the requirements of California Labor Code §§1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

ARTICLE 2 - CERTIFICATION OF APPROVAL

2.01 California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

A. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
B. When the number of apprentices in training in the area exceeds a ratio of one to five;
C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

ARTICLE 3 - FUND CONTRIBUTIONS

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

ARTICLE 4 - APPRENTICESHIP STANDARDS

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

END OF DOCUMENT
LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 8250

PROJECT LABOR AGREEMENT

The full document can be found here:

http://web.peralta.edu/purchasing/files/2012/06/00-8251-PLA-Agreement.pdf

END OF DOCUMENT
AMENDMENT NUMBER 1

TO THE

PROJECT LABOR AGREEMENT

FOR THE

PERALTA COMMUNITY COLLEGE DISTRICT

Recitals

WHEREAS, the Peralta Community College District ("District"), contractors and subcontractors ("Contractors") who are or become signatory and the Building and Construction Building Trades Council of Alameda County and its member local unions (Collectively "Union(s)") are parties to the Project Labor Agreement ("Agreement") negotiated in 2009; and

WHEREAS, the District and the Unions have met and agreed that there are certain modifications that should be made based on experience; and

WHEREAS, Article 20.3 of the Agreement provides, in part, that “The parties may mutually agree in writing to amend, extend or terminate this agreement at any time”; and

WHEREAS, the District and the Unions now desire to amend and extend the Agreement to address certain areas of mutual concern.

NOW THEREFORE, the District and the Unions, in consideration of the mutual promises and covenants herein contained, mutually agree as follows:

1. The Agreement shall be amended to include the provisions in EXHIBIT A to this Amendment Number 1 in five (5) specific areas: local hiring, committee structure, jurisdictional disputes, arbitrators and core employees.

2. It is understood and agreed that, as a result, certain Articles of the PLA will be modified once this Amendment is approved by the District Board of Directors.
EXHIBIT A

MEMORANDUM OF UNDERSTANDING/SIDE LETTER
Project Labor Agreement Revisions
Peralta Community College District

December 10, 2014

Mr. Andreas Cluver
Building and Construction Trades Council of Alameda County
100 Hegenberger Road, Suite 120
Oakland, CA 94621

Re: Peralta Community College District Project Labor Agreement Revisions
   Memorandum of Agreement/Side Letter

Dear Mr. Cluver,

After several meetings over the last few months, Davillier-Sloan, Inc. (DSI), as agent of the
Peralta Community College District (District), has met with some members of the Construction
and Building Trades Council of Alameda County (BTC). The purpose of the meetings was to
discuss certain changes and additions to the Project Labor Agreement (PLA), originally
negotiated in July, 2009. We have reached five (5) specific areas of mutual agreement: local
hiring, committee structure, jurisdictional disputes, arbitrators and core employees. It is
understood and agreed that, as a result, certain Articles of the PLA will be modified once the
following is agreed to by the District Board of Directors:

1. Local Hiring: Article 16.1 of the existing PLA shall be modified with the additional
   language that follows: The agreement will allow placement” of graduates of the
   District’s construction related training programs into union apprenticeship programs,
   along with District students who may be graduates of other pre-apprenticeship
   programs such as the Cypress Mandela Training Center, provided that they meet the
   minimum requirements of the applicable Joint Apprenticeship Training Committee.
   The agreement will focus on the disadvantaged population in the District service area
   as a first source for direct placement. “Disadvantaged Population” shall mean Local
   Area Residents of the District’s six cities: Alameda, Albany, Berkeley, Emeryville,
   Piedmont and especially the City of Oakland who meet at least one of specified
   criteria, including but not limited to: household income below 50% of the Alameda
   County median, non-minor dependent youth, homeless, welfare recipients, have a
   history of involvement with the criminal justice system, are unemployed, or a single
   parent. To assure mutual satisfaction in quality of training, the BTC and the
   applicable trades will partner closely with the District’s training programs in an
   officially recognized advisory capacity.
a. For each PLA covered project, the contractors will be responsible to ensure that it and/or its subcontractors hire at least one (1) new apprentice for the first $1 million of construction value and for each succeeding $5 million of construction contract value, the contractors and/or their subcontractors will be required to hire at least one (1) additional new apprentice. A new apprentice shall be defined as a Local Area Resident that has not worked in construction prior to the award date of the contract that they are being hired for or have been in state approved Labor Management Apprenticeship Program for no more than two years. All such apprentices should be graduates of approved construction related programs at Laney College or Laney graduates who have completed pre-apprenticeship training at programs with a known and successful track record of apprentice placement into jobs and is MC3 certified. All the pre-apprenticeship program graduates must be residents of The District service area and as a first source a member of the Disadvantaged Population, as described below. The District shall be responsible for developing and maintaining a list of such residents.

b. “Disadvantaged Population” shall mean those Local Area Residents of the District’s six cities of: Alameda, Albany, Berkeley, Emeryville, Piedmont and especially the City of Oakland who meet at least one of the following criteria: household income below 50% of the Alameda County median, non-minor dependent youth (AB-12 youth – emancipated foster youth), homeless, welfare recipients, or veterans and have a history of involvement with the criminal justice system, are unemployed, or a single parent.

c. Contractors will be required to document their good faith efforts to maximize the project work hours for the new hire apprentices. Contractors shall report those hours to a newly formed Joint Administrative Committee (JAC), as described below, which will evaluate those good faith efforts.

d. Each Signatory Union will be responsible for dispatching/referring such Local Area Resident apprentices to the contractor if they are available, capable and willing to work on the covered projects. No one trade can be used to satisfy the goal by the provision of more than one (1) such first stage apprentices, unless required by the nature of the work and or agreed upon by the JAC.

e. The Signatory Unions and contractors shall exercise, to the extent of their authority, their best efforts to recruit apprenticeship program applicants from the District service area and who are members of a Disadvantaged Population, as defined above. Further, for apprentices hired, there will be no limitation on where such apprentices will work subsequent to being hired for the covered projects. Contractors will be allowed to receive credit when utilizing apprentices for non-Project work during the life of the covered project, regardless of the location of the work.
f. The Unions will cooperate with the District, contractors and the PLA Program Manager in conducting outreach activities to recruit and refer Local Area Residents applicants to apprenticeship programs. In addition, the Unions will work with designated pre-apprenticeship programs to promote graduates and enhance their entry into Apprenticeship programs.

g. To the extent permitted by law and the Joint Apprenticeship Training Committee (JATC) requirements, the Unions will give credit to bona fide, provable past experience to applicants, including work for non-union contractors who become signatory to the PLA. The experience and practical knowledge of applicants will be reviewed and tested by the applicable JATC. Applicants will be placed at the appropriate stage of apprenticeship or journey level as the case may be. Final decisions will be the responsibility of the applicable JATC.

h. On a quarterly basis, the signatory Unions agree to the following:

   a) report to the PLA Program Manager in accordance with any limits set by applicable labor law, the availability and dispatch/placement of any new apprentices, as defined above on District projects.
   b) assist the PLA Program Manager with maintaining a current list of Disadvantaged Population new apprentices available to work on the project.
   c) provide the District and PLA Program Manager a report on the status of District identified Disadvantaged Population new apprentices, including but not limited to their placement and advancement who have signed a consent waiver.

i. On an annual basis or upon request, the Union, District and the PLA Program Manager shall provide a report to the Board that shall include but not be limited to the local hiring and apprentice goal performance, as well as challenges and benefits of the PLA.

j. The signatory Unions agree to co-host an annual job fair to provide maximum knowledge of the industry and apprenticeship opportunities to interested District students and other interested Local Area Residents.

2. Committee Structure:

   a. It is agreed to establish a four (4) person Joint Administrative Committee (JAC). This committee shall be comprised of two (2) representatives selected by the District, and two (2) representatives selected by the Union(s). Each representative shall designate an alternate who shall serve in his or her absence. The JAC shall meet as needed to review compliance with PLA policies including but not limited to local hire and grievance issues.
b. There will be two subcommittees to the JAC, for the purpose of resolving grievances filed by any party. The composition of the first grievance subcommittee, which will only address grievances against contractors under Article 16 Local Hiring Program, will be one (1) representative from labor, one (1) representative from management and one (1) representative from a Community Based Organization, approved by mutual agreement. The composition of the second grievance subcommittee, which will address all other grievances, will be one (1) representative from labor and one (1) representative from District. The recommendations of both subcommittees will be made to the JAC. The final decision of the JAC will be binding upon all parties. In the event that no decision is made, then the matter will be referred to arbitration.

3. Jurisdictional Disputes: BTC will forward updated language for the resolution of jurisdictional disputes, to be included in the revised PLA.

4. Arbitrators: The updated list of arbitrators shall be:
   a. For Article 6 Work Stoppages, Strikes, Sympathy Strikes and Lockouts to be forwarded by BTC;
   b. For grievances found in Article 12.2 Step 3, arbitrators shall be: Barbara Kong-Brown, William Riker, Jerri-Lou Cossack, and others to be forwarded by BTC;
   c. For jurisdictional disputes found in Article 15.6, names can be found in the revised PLA.

5. Capacity Building/Core Workers: The Union(s) shall be the primary source of all craft labor employed on the Project. However, in the event that a small local Contractor has its own core workforce, the Contractor may request by name, and the Union(s) shall honor, referral of persons who demonstrate the following qualifications:
   - possess any license and/or certifications required by state or federal law for the Project work to be performed;
   - have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;
   - were on the Contractors’ active payroll for at least sixty (60) out of the one hundred forty (140) calendar days prior to the contract award; and
   - have the ability to perform safely the basic functions of the applicable trade.
   - be a Local Area resident for at least six months prior to the hire date.

   a. The Union(s) will first refer to such Contractors one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will thereafter refer one of such Contractors’ “core” employees as a journeyman and shall repeat the process,
one and one, until such Contractors’ crew requirements are met or until such Contractors have hired no more than five (5) Core Employees, whichever occurs first. Thereafter, all additional employees shall be hired exclusively from the Union(s)’ hiring hall out-of-work list(s). For the duration of the Contractors’ work the ratio shall be maintained and when the Contractors’ workforce is reduced, Employees shall be laid off in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractors signatory to a Local, Regional, and/or National collective bargaining agreement(s) with Signatory Union(s) hereto shall be bound to use the hiring hall provisions contained in the relevant MLA of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the MLAs as they relate to such Contractors.

b. All Contractors shall be bound by and utilize the registration facilities and referral systems established or authorized by the Signatory Union(s) so long as such procedures are in compliance with applicable federal, state or local law. The Contractor shall have the right to determine the competency of all employees and may reject any referral for any reason, provided that the Contractor complies with Article 22, Non-Discrimination, and in accordance with the applicable MLA.

c. In accordance with the applicable Master Labor Agreement and in the event that referral facilities maintained by the Union(s) are unable, despite good faith efforts, to fill the request of a Contractor for employees within a forty-eight (48) hour period after such request is made by the Contractor, Saturdays, Sundays and Holidays excluded, the Contractor shall be free to obtain work persons from any source (“Alternative Employees”). Upon hiring Alternative Employees, the Contractor shall immediately notify the appropriate Union(s) of the name and address of the Alternative Employees hired, which Alternative Employees shall be bound by the provisions of this Article and the Union(s)’ hiring hall rules.

d. The Union(s) will exert their utmost efforts to assist the Joint Apprenticeship Training Committees in recruiting and training sufficient numbers of skilled craft persons to fulfill the requirements of the Contractors. The parties to this Agreement support the development of increased numbers of skilled construction workers from the Residents of Alameda County to meet the needs of the Project and the requirements of the industry generally. Accordingly, contingent upon request by the Contractor, the Unions agree to encourage the referral and utilization of Local Resident graduates of Peralta’s construction related training programs as journeyman and apprentices on the Project and the entrance of Residents into apprenticeships and training programs, as long such Residents possess the requisite skills and qualifications. In the instance of
apparent noncompliance by any of the parties to the agreement, the matter may be referred to the grievance procedure in Article 17 of the existing PLA.

All of the above is the understanding of the District in relation to the execution of a Memorandum of understanding/Side Letter to modify or add to the Articles of the Project Labor Agreement executed July 21, 2009.

<table>
<thead>
<tr>
<th>PERALTA COMMUNITY COLLEGE DISTRICT</th>
<th>BUILDING AND CONSTRUCTION TRADES COUNCIL OF ALAMEDA COUNTY:</th>
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</thead>
<tbody>
<tr>
<td>By: José M. Ortiz, Chancellor</td>
<td>A California corporation,</td>
</tr>
<tr>
<td>(Authorized Agent)</td>
<td>Address: 100 Heçenberger Road, Suite 120</td>
</tr>
<tr>
<td>Date: 1/14/15</td>
<td>Oakland, California 94621</td>
</tr>
<tr>
<td>Approved as to legal form:</td>
<td>By:</td>
</tr>
<tr>
<td>By: Thuy Thi Nguyen, District Counsel</td>
<td>Title:</td>
</tr>
<tr>
<td>Peralta Community College District</td>
<td>Attest:</td>
</tr>
<tr>
<td>Date: 12-23-14</td>
<td>Print Name and Title</td>
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<tr>
<td></td>
<td>(If Corporate: Secretary, Assistant Secretary,</td>
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<td></td>
<td>Chief Financial Officer, or Assistant Treasurer)</td>
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</tbody>
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Requisition No.: Not Applicable

Date: 

By: 

Date: 

By: 

LANEY COLLEGE TOWER INTERIOR MODIFICATIONS

DOCUMENT 00 9113

ADDENDA

PROJECT NO. 2314, BID NO. 15-16/11

Peralta Community College District

Laney College Tower Interior Modifications
900 Fallon Street, Oakland, CA 94607

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT
LANEY TOWER
MISCELLANEOUS INTERIOR MODIFICATIONS

LANEY COLLEGE  PERALTA COMMUNITY COLLEGE DISTRICT
900 FALLON ST, OAKLAND, CA 94607
DSA Application # 01-114587
File #1-C1

SPECIFICATIONS

PERMIT REVIEW SUBMITTAL
July 30, 2015
CERTIFICATION

Laney Tower – Miscellaneous Interior Modifications
LANEY COLLEGE  PERALTA COMMUNITY COLLEGE DISTRICT
900 FALLON ST, OAKLAND, CA 94607
DSA Application # 01-114587
File #1-C1

Identification Stamp
Division of the State Architect

Architect
Byrens Kim Design Works
681 4th Street
Oakland, CA 94607

Signed: ________________________________
(Signature of an Officer of the Firm Named Above)

Typed Name: Dong Kim, AIA

Title: President

Date: July 30, 2015
CERTIFICATION

Laney Tower – Miscellaneous Interior Modifications
LANEY COLLEGE  PERALTA COMMUNITY COLLEGE DISTRICT
900 FALCON ST, OAKLAND, CA 94607
DSA Application # 01-114587
File #1-C1

Structural Engineer
Kam Yan & Associates
433 Hegenberger Rd., Suite 204
Oakland, CA 94621

(Signature of an Officer of the Firm Named Above)

Typed Name: Kam W. Yan

Title: President

Date: July 30, 2015
CERTIFICATION

Laney Tower – Miscellaneous Interior Modifications
LANEY COLLEGE  PERALTA COMMUNITY COLLEGE DISTRICT
900 FALLON ST, OAKLAND, CA 94607
DSA Application # 01-114587
File #1-C1

Electrical Engineer
Vincent W. Chow
SCE Engineers
2388 35th Avenue, Ste 203
San Francisco, CA 94116

Signed: ________________________________
(Signature of an Officer of the Firm Named Above)

Typed Name: _____________________________
Vincent W. Chow

Title: _________________________________
President

Date: _________________________________
July 30, 2015
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 1100

SUMMARY OF WORK
(Small Projects)

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes Summary of Work and Work Restrictions including:
   1. Work Covered By Contract Documents
   2. Work Days and Hours
   3. Cooperation of Contractor and Coordination with Other Work
   4. Partial Occupancy/Utilization Requirements
   5. Contractor Use of Site
   6. Air Quality Standards
   7. Construction Staking and Monument Protection
   8. Protection of Existing Structures and Underground Facilities
   9. Permits
   10. Owner-Furnished Products

1.02 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises the construction of Owner’s Laney Tower Miscellaneous Interior Modifications located at Laney College at 900 Fallon St, Oakland, CA 94607. The Work includes, without limitation:
   1. New glass enclosure at existing reception desk
   2. Replace ceiling and light fixtures at existing mail office.
   3. Renovation of staff restroom
   4. Floor finish and service ramp in storage.

Contract Documents fully describe the Work.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefore.

C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price). Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.

D. Allowance Work shall be done as Change Orders and as specified in Section 01 2600 (Modification Procedures). Identify Allowance Items (See Document 00 4000 [Bid Form]) work on the Progress Schedules and on Applications for Payment. The Amount given on Document 00 4000 (Bid Form) under each Allowance Item is the sum of money set aside for each Allowance Item. These amounts shall be included in the Contract Sum on the Bid Form. If the cost of Work done under any Allowance Item is less than the amount given on the Bid Form under that Allowance Item, the Contract Sum shall be reduced by the difference between the amount given in the Bid Form and the cost of Work actually done.

1.03 WORK DAYS AND HOURS

A. Normal Work Days and hours: Monday-Friday inclusive, 8:00 a.m.-8:00 p.m. local time.
B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from Owner in writing at least 48 hours in advance and Owner approves in its sole discretion.

C. Any activity, especially demolition, that produces loud disruptive noise shall not be performed between the hours of 8am and 8pm on Monday-Friday.

D. Contractor shall consult with Campus and District staff prior to commencement of potential disruptive noise activities.

E. All other work can be performed during normal working days and hours.

F. In addition, the Peralta Community College District, including the Laney Campus, transitions to a four day work week from June 9th to August 1st (Monday through Thursday). There are no academic classes or staff working on this series of eight Fridays and the contractor can perform any type of work during the day on these dates.

G. Daytime Saturday and Sunday work is also acceptable.

H. Early morning demolition work and cleanup must be completed prior to 8 am.

1.04 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

A. Allow Owner to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.

B. Possession, use of Work, and placement and installation of equipment by Owner shall not in any way evidence the completion of the Work or any part of it.

C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from Owner occupancy.

D. Make available, in areas occupied, on a 24 hour per day and 7 day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.

1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.

2. Make, and Owner shall certify, an itemized list of each piece of equipment so operated with the date operation commences.

3. Itemized list noted above shall be basis for commencement of warranty period for equipment.

4. Owner shall pay for utility cost arising out of occupancy by Owner during construction.

E. Use and occupancy by Owner prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by Owner.

F. Prior to date of Final Acceptance of the Work by Owner, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00 7200 (General Conditions).

G. Use by Owner of Work or part thereof as contemplated by this Section 01 1100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by Owner of any of the conditions thereof.

H. Owner may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01 1100, if any, prior to Substantial Completion of all of the Work. Notify Owner in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request Owner to issue a Certificate of Substantial Completion for that part of the Work.

1.5 CONTRACTOR USE OF SITE

For work in Owner building Contractor shall contact Owner at least 2 Business Days prior to entering the building and performing Work to allow Owner to arrange access into the building.
Access Request forms shall be submitted 48 hours in advance of anticipated on-site Work to gain permission to enter Site and to allow notification to occupants. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws. Do not unreasonably encumber Site with materials or equipment.

A. Assume full responsibility for protection and safekeeping of products stored on premises. Move any stored products that interfere with operations of Owner or other contractor.

B. Coordinate parking, storage, staging, and Work areas with Owner. Owner will provide a storage area for Contractor's equipment and materials. Do not store construction materials in the dripline of any tree.

C. Prior to commencement of Work or excavation, Contractor and Owner shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to Owner.

D. The Contractor shall follow all city ordinances in force during the duration of this Contract.

E. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.

F. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.6 AIR QUALITY STANDARDS

A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.

B. Maintain equipment in good mechanical condition.

C. Cover trucks hauling dirt.

D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).

E. Replace ground cover in disturbed areas as soon as possible.

F. Enclose, cover, water, or apply soil binders to exposed stockpiles.

G. Remove earth tracked onto neighboring paved roads at least once daily.

H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.7 PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES

A. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.

B. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.

C. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00 7200 (General Conditions).

D. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 7200 (General Conditions).

1.8 PERMITS

A. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00 7200 (General Conditions).

Summary Of Work
Laney Tower Miscellaneous Interior Modifications
PART 2 – PRODUCTS

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

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

PART 3 – EXECUTION – NOT USED

END OF SECTION
PART 1 – GENERAL

1.01 SUMMARY
A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 REFERENCES
A. California Public Contract Code
B. Code of Civil Procedures
C. Government Code

1.03 COMPOSITION AND SCOPE OF CONTRACT SUM
A. Scope of Contract Sum
   1. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all Work required under the Contract Documents, including without limitation, all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated, incidental work and unexpected expenses, and all terms, conditions, requirements and limitations set forth in the Contract Documents.
   2. Contract Sum may be expressed as lump sum, unit price, GMP, allowance, or combination thereof.

B. Unit Price Items
   1. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be determined by Owner based on, so far as practicable, actual number of units satisfactorily completed, as determined by Owner and certified by Contractor, within prescribed or ordered limits, and no payment will be made for Work unsatisfactorily performed or done outside of limits.
   2. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities bid or otherwise stated in the Contract Documents. If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

C. Lump Sum Items
   1. When estimated quantity for specific portion of Work is not indicated and/or Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
   2. Payment for lump sum Work, or items of Work subject to a lump sum (e.g. without limitation, change order work), shall be made on the basis of satisfactory completion of such Work or work item, earned in progressive stages in accordance with the Contract Documents, up to but not exceeding the Contractor’s percentage completion of the Work or item.
   3. Lump sum items shall be paid based upon the approved Schedule of Values, which shall
be used to measure progressive payments based upon satisfactory progress towards completion of the item.

D. **Allowance Items**

1. Allowances: Allowance Work will be authorized by Owner in writing, following change order procedures to determine cost, supporting documentation and authorization to proceed. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.

1.04 **PAYMENT PROCEDURES**

A. **Schedule of Values:**

1. Within ten Days from issuance of Notice of Award and prior to the Contractor’s first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.

2. Contractor’s overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as “general conditions costs,” (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor’s total Contract Sum, less any allowances designated by Owner. Scheduling, record documents and quality assurance control shall be separate line items.

3. Owner will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, reasonable cost allocations for the Work items listed. Upon favorable review by Owner, Owner will accept this Schedule of Values for use. Owner shall be the sole judge of fair market cost allocations.

4. Owner will reject any attempt to increase the cost of early activities, i.e., “front loading,” resulting in a complete reallocation of moneys until such “front loading” is corrected. Repeated attempts at “front loading” may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to Owner.

B. **Contractor’s Requests for Progress Payments**

1. If requested by Contractor, progress payments will be made monthly, under the following conditions:

2. On or before the 25th Day of each month, Contractor shall submit to Owner five copies of an Application for Payment for the cost of the Work put in place during the period from the last Day of the previous month to the end of the current month, along with one copy of an updated Progress Schedule. Such Applications for Payment shall be for the expected total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Owner and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor’s Application for Payment being delayed for more than a Day for Day basis.

3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment,
Contractor shall submit to the Owner the Contractor's and its Subcontractors' certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for Payment.

4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner's sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.

5. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to Owner.

6. If Owner requires substantiating data, Contractor shall submit information requested by Owner, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

7. If Contractor fails or refuses to participate in monthly Work reconcileions or other construction progress evaluation with Owner, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to Owner.

C. **Owner's Review of Progress Payment Applications**

1. Owner will review Contractor's Application for Payment following receipt and during the Progress Schedule and Billing Meeting. If adjustments need to be made to percent of completion of each activity, Owner will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. If Owner determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then Owner may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

3. Pursuant to California Public Contract Code §20104.50, if Owner fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, Owner shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which Owner exceeds the seven-Day return requirement set forth herein.

4. As soon as practicable after approval of each Application for Payment for progress payments, Owner will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of Owner, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected. In Owner's sole discretion, if Contractor has failed to comply with either its Progress Schedule update or project record documents requirements, Owner may retain an additional 5% of any earned amounts until such requirements are satisfied.

5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.
D. Payment for Material and Equipment Not Yet Incorporated Into the Work

1. No payment shall be made for materials or equipment not yet incorporated into the Work, except as specified elsewhere in the Contract Documents or as may be agreed to by Owner in its sole discretion. Where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

2. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded and insured warehouse.

3. Full title to the materials and/or equipment shall vest in Owner at the time of delivery to the Site, warehouse or other storage location. Obtain a negotiable warehouse receipt, endorsed over to Owner for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to Owner.

4. Stockpiled materials and/or equipment shall be available for Owner inspection, but Owner shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Maters and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor’s expense.

6. At Contractor’s expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.

7. Contractor’s Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner interest therein, all of which must be satisfactory to Owner. This documentation shall include, but not be limited to, conditional releases of mechanics’ liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.

1.05 FINAL PAYMENT

A. Final Payment

1. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, Contractor shall submit its Application for Final Payment.

2. Provided Contractor has met all conditions required for Final payment, Owner will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Final Accounting

1. Prior progress payments and change orders shall be subject to audit and correction in the final payment.

2. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00 6530 (Agreement and Release of Claims).
1.06 SUBSTITUTION OF SECURITIES

A. Public Contract Code Section 22300. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and Owner which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

2. Alternatively, Contractor may request and Owner shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the work of the Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from Owner. Contractor shall then pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.

3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Contractor may enter into an escrow agreement, form included in Contract Documents, as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.

5. Public Contract Code Section 22300, in effect on Bid Day, is hereby incorporated in full by this reference and shall supersede anything inconsistent therewith.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 2600

MODIFICATION PROCEDURES
(Small Projects)

GENERAL

SUMMARY

Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).

Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

Contractor-Initiated Change Proposal Request (CPR) and Procedures:

Contractor may initiate changes by submitting a Change Proposal Request ("CPR").

Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.

If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.

If CPR is not acceptable to Owner because it does not agree with Contractor's proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.

When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

Refer to DSA IR A-6 for Construction Change Document Submittal and Approval Process.

Contractor-Initiated Request for Information (RFI) Procedures, Requirements and Limitations:

Contractor may submit RFI's for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.

Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.

If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter “A” indicating it is a follow-up RFI) to Owner clarifying original RFI. Additionally, Owner may return RFI requesting additional information should original RFI be inadequate in describing condition.

**Time Requirements:**

If Contractor believes that an Owner response to an RFI, submittal or other Owner direction, results in change in Contract Sum or Contract Time, Contractor shall notify Owner with the issuance of a preliminary CPR within ten days after receiving Owner’s response or direction, and in no event after starting the disputed work or later than the time allowed under Article 12 of Document 00 7200 (General Conditions). If Contractor also requests a time extension, or has issued a notice of delay or otherwise requests a time extension with a CPR, then Contractor shall submit the TIE required herein concurrently with the CPR and in no event later than ten Days after providing the notice of delay.

If Contractor requires more time to accurately identify the required changes to the Contract Sum or Contract Time, Contractor may submit an updated and final CPR and TIE within 14 days of submitting the preliminary CPR.

If Owner agrees with Contractor’s CPR and/or TIE, then Owner will prepare a Change Order for Owner and Contractor signatures. If Owner disagrees with Contractor, then Contractor may give notice of potential claim as provided in Article 12 of Document 00 7200 (General Conditions), and proceed thereunder.

Contractor must submit CPRs, notices of potential claim or Claims within the required time periods. Any failure to do so waives Contractor’s right to submit a CPR or file a Claim.

**Cost Estimate Information:**

Contractor and subcontractors shall, upon Owner’s request, permit inspection of the original unaltered cost estimates, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its CPR or Claims arising from changes in the Work.

**PROCEDURES FOR OWNER INITIATED CHANGE ORDERS**

**Owner Initiated Change Directives (CD):**

Owner may, by Change Directive (“CD”) or initially by Instruction Bulletin or by following the procedures for disputed work herein, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with or without adjustment to Contract Sum or Contract Time.

If at any time Owner believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, or at any other time, Owner may issue a CD with its recommended cost and/or time adjustment (if any). Upon receipt of CD, Contractor shall promptly proceed with the change of Work involved and respond to Owner within ten (10) Days.

Contractor’s response must be any one of following:

- Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).
- Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.
- Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.

If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:

- Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.

Modification Procedures
Laney Tower Miscellaneous Interior Modifications

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Cost to be determined in a manner agreed.

Change Directive signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum or the method for determining them. Such agreement shall be effective immediately and shall be finalized as a Change Order. Where Owner authorizes CD work on a time and materials basis up to a maximum amount, then Contractor shall promptly advise Owner upon reaching 75% of such maximum amount, otherwise Contractor shall accept fully the risk of completing the CD work without exceeding such maximum amount.

If Contractor does not respond promptly or disagrees with the method for adjustment (or non-adjustment) in the Contract Sum, the method and the adjustment shall be determined by Owner on the basis of the Contract Documents and the reasonable expenditures and savings of those performing the Work attributable to the change. If the parties still do not agree on the proper adjustment due to a Change Directive, Contractor may file a Claim per Article 12 of Document 00 7200 (General Conditions) and/or Owner may direct the changed work through a unilateral change order. Contractor shall keep and present an itemized accounting in a manner consistent with the SOV, together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided herein.

Pending final determination of cost to Owner, Contractor may include amounts not in dispute in its Applications for Payment. The amount of credit to be allowed by Contractor to Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Owner. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Markup shall be figured on the basis of net increase, if any, with respect to that change.

Refer to DSA IR A-6 for Construction Change Document Submittal and Approval Process.

Owner Initiated Change Order (CO) or Request for Proposal (RFP):

Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal ("RFP") or Change Order ("CO") to Contractor.

Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.

In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner’s RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.

If the parties agree on price and time for the work, the Owner will issue a Contact Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

PROCEDURES THAT APPLY TO CONTRACTOR- AND OWNER-INITIATED CHANGE ORDERS

Adjustment of Schedules to Reflect Change Orders or CDs:

Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.

Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.

Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

Refer to DSA IR A-6 for Construction Change Document Submittal and Approval Process.

Required Documentation for Adjustments to Contract Amounts:

For all changes and cost adjustments requested, Contractor shall provide documentation of change in Contract Amounts asserted, with sufficient data to allow evaluation of the proposal.

In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.
Contractor shall, on request, provide additional data to support computations for:

Quantities of products, materials, labor and equipment.
Taxes, insurance, and bonds.
Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
Credit for deletions from Contract, similarly documented.

Contractor shall support each claim or computation for additional cost, with additional information including:

Origin and date of claim or request for additional compensation.
Dates and times Work was performed and by whom.
Time records and wage rates paid.
Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
Credit for deletions from Contract, similarly documented.

Responses and Disputes:
For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.
For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

Calculation of Total Cost of Extra Work:
Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)
Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;
Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and
Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

MEASUREMENT OF DIRECT COST OF CONSTRUCTION (COST COMPONENT NO. 1)

Composition of Component 1 (Direct Cost of Construction):
Component 1 has four subcomponents, also referred to as “LEMS”:

Labor (Component 1A)
Equipment (Component 1B)
Materials (Component 1C)
Subcontractors (Component 1D)

Measurement of Cost of Labor (Component 1A):
Cost of Labor shall be calculated as: Cost of labor for workers (including forepersons when authorized by Owner) used in actual and direct performance of the subject work, whether employer is Contractor, Subcontractor or other forces, in the sum of the following:

Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker’s compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.
Cost of labor shall include no other costs, fees or charges.
Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.

Cost of labor shall be recorded and documented in certified payroll records, maintained in the form customary and/or required in the State, delivered to Owner weekly.

**Measurement of Cost of Equipment (Component 1B):**

Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as:

Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.

For rented equipment, cost will be based on actual rental invoices, appropriate for the use and duration of the work. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by Owner.

Equipment rental cost for Contractor or Subcontractor-owned equipment, shall be determined by reference to, and not in excess of, the generally accepted standards in the State for equipment rental rates in effect on date upon which extra Work is accomplished. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the CalTrans Standard Schedules and Specifications, and absent a rental rate therein, then the Association of Equipment Distributors (AED) book.

In all cases, rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by Owner. The following shall be used in computing rental time of equipment:

When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

Owner will pay for costs of loading and unloading equipment.

Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.

Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment
that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours
equipment is inoperative due to breakdowns.

Employee vehicles are not part of Component 1A, rather, are included within Component 2
(Markup).

Equipment costs shall include no other costs, fees or charges.

**Measurement of Cost of Material (Component 1C):**

Cost of Material shall be calculated as herein described. Cost of such materials will be cost to
purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are
applicable:

If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited
to Owner notwithstanding fact that such discount may not have been taken.

For materials salvaged upon completion of Work, salvage value of materials shall be deducted
from cost, less discounts, of materials.

If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to
be lowest current wholesale price at which material is available in quantities concerned delivered to Site,
less any discounts as provided in this Paragraph.

Material costs shall include no other costs, fees or charges.

**Measurement of Cost of Subcontractors (Component 1D):**

Where reimbursed or calculated per the terms of the Contract Documents, change order or
Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors
procured in compliance with the Contract Documents and approved by the Owner, provided such
subcontractor earned amounts meet the following requirements:

Such amounts are earned under the terms of the Subcontracts and the Work complies
with the terms of the Contract Documents;

Such amounts are properly requested, documented and permitted under the terms of the
subcontract(s) and the Contract Documents.

Total cost to Owner of Direct Costs of Construction (labor, equipment, materials),
Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by
Owner do not exceed the 20% Markup limitation.).

**MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)**

**Markup Percentages for Changed Work (Component 2):**

Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost
of equipment for extra Work shall be 15%.

When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup
on “Component 1" Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the
20% as they may agree.

Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent,
stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply
regardless of the actual number of subcontract tiers.

On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed
on the net increase only as determined above. When the net difference is a deletion, no percentage for
Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of
the net difference.

**Measurement and Payment of Mark Up (Component 2):**

Mark Up (Component 2) provides complete compensation to Contractor for:

All Contractor profit;
All Contractor home-office overhead;
All Contractor assumption of risk assigned to Contractor under the Contract Documents;
Subject to the qualifications below regarding self-performed work, all General Conditions
and General Requirements.
Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.

Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor's personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor's principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor's capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.

Assumption of Risk. Compensation for Contractor's assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes ("unallowable costs"), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-comforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or "buy out" errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.

General Conditions and Division 1 General Requirements. Compensation for Contractor's General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor's direct costs, without overhead or profit, for salaries and related forms of compensation and employer's costs for labor and personnel costs, of Contractor's employees and subcontractor's employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor's General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its "General Requirements" Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor's motor vehicles used by any Contractor's personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.
MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)

Measurement of Bonds, Insurance, Taxes (Component 3):

Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as "BIT". All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.

There is no mark up on BIT.

EFFECT OF PAYMENT

Change Order Compensation is All Inclusive.

Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.

Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.

Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.

Contractor shall recover no other costs or markups on extra work of any type, nature or description.

Exception for Changes Extending the Contract Time.

Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i) actually incurred performing the Work, (ii) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichley).

Limits of Liability / Accord and Satisfaction.

The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.

Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.

No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.

Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later
than thirty (30) days after Contractor’s first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor’s representation of its agreement with this provision.

MISCELLANEOUS REQUIREMENTS

Owner-Furnished Materials.

Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

Records And Certification.

All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor’s claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PRODUCTS — NOT USED

EXECUTION — NOT USED

END OF SECTION

COST PROPOSAL FORM Follows On Next Page
COST PROPOSAL (CP)

Owner [Insert Project Name]
Contract Number ________

CP Number: ____________________
Date: ____________________
In Response To ____________________
RFP #, etc.

To: [Insert Name of Owner]
Attention: [__________]
[Insert Owner’s Address]
Phone: (___) ___-_____
Fax: (___) ___-_____

From: [Insert Contractor’s Name/Address]

This Cost Proposal is in response to the above-referenced _______[insert RFP, etc. as applicable].
Brief description of change(s): ____________________

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<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>PRIME CONTRACTOR</th>
<th>SUB 1</th>
<th>SUB 2</th>
<th>SUB 3</th>
<th>SUB 4</th>
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<td>Overhead &amp; Profit to Contractor for Subcontractor’s Work 5 percent</td>
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<td>(percent of Total Cost above not including any Overhead &amp; Profit – may not exceed 20%)</td>
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REQUESTED CHANGE IN CONTRACT TIME (DAYS)
(Time Impact Evaluation Enclosed)

By Contractor: ____________________
Signature: ____________________
Date: ____________________

Modification Procedures
Laney Tower Miscellaneous Interior Modifications

01 2600 - 10
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3119

PROJECT MEETINGS
(Small Projects)

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor’s on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor’s Initial Progress Schedule
13. Contractor’s Schedule of Values
14. Contractor’s Schedule of Submittals
15. Jurisdictional agency requirements
16. Owner will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 WEEKLY PROJECT MEETINGS

A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner’s Offices unless otherwise specified in Contract Documents.

1. Owner’s Representative will prepare agenda and distribute it 4 Days in advance of meeting to Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
5. Progress meetings shall be attended by Contractor’s job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
6. Agenda may contain the following items, as appropriate:
a. Review, revise as necessary, and approve previous meeting minutes
b. Review of Work progress since last meeting
c. Status of Construction Work Schedule, delivery schedules, adjustments
d. Submittal, RFI, and Change Order status
e. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
B. At this meeting, at a minimum, the following items will be reviewed:
   1. Percent complete of each activity;
   2. Time impact evaluations for Change Orders and Time Extension Request;
   3. Actual and anticipated activity sequence changes;
   4. Actual and anticipated duration changes; and
   5. Actual and anticipated Contractor delays.

C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3230

PROGRESS SCHEDULES AND SUBMITTALS
(Small Projects)

PART 1 – GENERAL

1.01 SUMMARY
   A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES
   A. Contractor shall submit original (baseline) progress schedule two weeks prior to the first Application for Payment.
   B. Baseline Progress Schedule shall show Contractor’s construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.
   A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
   B. Contractor’s progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
   C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity’s late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES
   A. Contractor’s progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner’s review and acceptance for use in monitoring Contractor’s Work and evaluating Applications for Payment.
   B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with two-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE
   A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor’s plan and resources committed to retain Contract completion dates.
   B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
      1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
      2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.
1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor is responsible for all costs associated with the preparation of TIE’s, and the process of incorporating TIE’s into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 3300

SUBMITTALS
(Small Projects)

PART 1 – PART 1 GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for submittals.

1.02 SCHEDULE OF SUBMITTALS

A. Contractor shall prepare for Owner’s review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.

B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.

B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.

C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.

D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or
errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.

4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner’s review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner’s review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor’s own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

C. Unless otherwise specified, Owner’s review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor’s sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4100

REGULATORY REQUIREMENTS
(Small Projects)

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:
   1. Regulatory requirements applicable to Contract Documents
   2. Required provisions under Local Agency Disputes Act
   3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws
   1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (Regulatory Requirements) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
   2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
   3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence
   1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
   2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes
   1. See Drawings. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
      a. California Building Code (latest applicable code) as amended by applicable local ordinances for all construction work.
b. California Electrical Code (latest applicable code) as amended by applicable local ordinances for all construction work.
c. California Plumbing Code (latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.
d. California Mechanical Code (latest applicable code) as amended by applicable local ordinances for all construction work.
e. International Fire Code (latest applicable code) as amended by applicable local ordinances for all construction work.
f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.
g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. Applicable Laws, Statutes, Ordinances, Rules, And Regulations

1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

   a. Federal:
      1) Americans With Disabilities Act of 1990 with 2010 Amendments
      2) 29 CFR, Section 1910.1001, Asbestos
      3) 40 CFR, Subpart M, National Emission Standards for Asbestos
      4) Executive Order 11246
      5) Federal Endangered Species Act
      6) Clean Water Act

   b. State of California:
      1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
      2) California Public Contract Code
      3) California Health and Safety Code
      4) California Government Code
      5) California Labor Code
      6) California Civil Code
      7) California Code of Civil Procedure
      8) CPUC General Order 95, Rules for Overhead Electric Line Construction
      9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
      10) Cal/OSHA
      11) OSHA: Hazard Communications Standards
      12) California Endangered Species Act
      13) Water Code
      14) Fish and Game Code

   c. State of California Agencies:
      1) State and Consumer Services Agency
      2) Office of the State Fire Marshall
      3) Office of Statewide Health Planning and Development
      4) Department of Fish and Game
      5) All Air Quality Management Districts with jurisdiction
      6) All Regional Water Quality Control Boards with jurisdiction
      7) Division of the State Architect (AHJ)

   d. All Local Agencies with jurisdiction (cities, counties, fire departments)
C. Change Orders and Claims:

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law (U.S. v. Holpuch 326 U.S. 234) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. Required Provisions On Contract Claim Resolution

1. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

2. For the purposes of this section, “Claim” means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than $375,000 do not qualify as a “separate demand of $375,000 or less,” as referenced above, and are not subject to this section.

3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

4. Caution. This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

5. Procedure:

a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.

b. For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner’s written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

c. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim,
any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

d. Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

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

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor's employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 4200

REFERENCES AND DEFINITIONS
(Small Projects)

PART 1 - GENERAL

1.01 SUMMARY
A. Section Includes:
   1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
   2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES
A. References
   1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
   2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner's Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence
   1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
      a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
      b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
   2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner's Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:
1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. **Edition Date of References:**

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. **ASTM and ANSI References:** Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.03 **DEFINITIONS**

A. **Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. **Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

2. **Agreement (Document 00 5200):** Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

3. **Alternate:** Work added to or deducted from the base Bid, if accepted by Owner.

4. **Application for Payment:** Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

5. **Approved Equal:** Approved in writing by Owner as being of equivalent quality, utility and appearance.

6. **Architect/Engineer:** If used elsewhere in the Contract Documents, "Architect/Engineer" shall mean a person (or that person's firm) holding a valid California State Architect's or Engineer's license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.


10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.


12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.

   a. New Year's Day, January 1;
   b. Martin Luther King Jr.'s Birthday, third Monday in January;
   c. Lincoln's Birthday, February 12;
   d. Presidents' Day, third Monday in February;
   e. Memorial Day, last Monday in May;
   f. Independence Day, July 4;
   g. Labor Day, first Monday in September;
   h. Veterans' Day, November 11;
   i. Thanksgiving Day, as designated by the President;
   j. The Day following Thanksgiving Day;
   k. Christmas Day, December 25; and
   l. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.

13. By Owner: Work that will be performed by Owner or its agents at the Owner's expense.

14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.

15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:

   a. a change in the Work;
   b. the amount of the adjustment in the Contract Sum, if any; and
   c. the amount of the adjustment in the Contract Time, if any.

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

18. Construction Change Directive ("CCD"): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.

20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.

   a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).
b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).


22. Contract Modification: Either:
   a. a written amendment to Contract signed by Contractor and Owner; or
   b. a Change Order; or
   c. a Construction Change Directive; or
   d. a written directive for a minor change in the Work issued by Owner.

23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.

25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.

26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.

28. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.

29. Division of State Architect: A division of the State of California providing, design and construction oversight for K–12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.

30. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.


32. Final Acceptance or Final Completion: Owner's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
   a. Final cleaning is completed.
   b. All systems having been tested and accepted as having met requirements of Contract Documents.
   c. All required instructions and training sessions having been given by Contractor.
   d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
   e. All punch list Work, as directed by Owner, having been completed by Contractor.
f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.

33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

35. Furnish: Supply only, do not install.

36. Indicated: Shown or noted on the Drawings.

37. Install: Install or apply only, do not furnish.

38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).

39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

40. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

42. Modification: Same as Contract Modification.

43. Not in Contract or "NIC": Work that is outside the scope of Work to be performed by Contractor under Contract Documents.

44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.

45. Off Site: Outside geographical location of the Project.

46. Owner: Owner is defined in Document 00 5200 (Agreement).

47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.

48. Owner's Representative(s): See Document 00 5200 (Agreement).

49. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

50. PCBs: Polychlorinated byphenyls.

51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).

52. Product Data: That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.

53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).

54. Project: Total construction of which Work performed under Contract Documents may be whole or part.

55. Project Manager: If used elsewhere in the Contract Documents, "Project Manager" shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When
Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.


57. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.

58. Provide: Furnish and install.

59. Request for Information ("RFI"): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.

60. Request for Proposals ("RFP"): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.


62. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Repplies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Repplies will be issued through the RFI administrative system.

63. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

64. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

65. Shown: As indicated on Drawings.

66. Site: The particular geographical location of Work performed pursuant to the Contract Documents.


68. Specified: As written in Specifications.

69. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

70. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as
evidenced by written recommendation of Owner for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

71. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

72. Testing and special inspection agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

73. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

74. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).

75. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.

2. Wherever the word "may" or "ought" is used, the action to which it refers is discretionary. Wherever the word "shall" or "will" is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION
DIVISION 1 GENERAL REQUIREMENTS

SECTION 01 7700

COMMISSIONING AND CONTRACT CLOSEOUT
(Small Projects)

PART 1 - GENERAL

1.01 SUMMARY

A. Section describes requirements and procedures for:
   1. Project cleaning
   2. Testing of equipment and systems
   3. Substantial Completion
   4. Final Completion
   5. Close Out
   6. Warranties

1.02 SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.
   1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.
   1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
   2. Demonstrate that such equipment and systems conform to contract standards and manufacturer's guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer's recommendations and industry standards.

C. Procedure for Substantial Completion
   1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner's beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
   2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
   3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by Owner.
   4. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.
   5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.
1.03 FINAL COMPLETION

A. Requirements
   1. Final Completion occurs when Work meets requirements for Owner's Final Acceptance.

B. Procedure
   1. When Contractor considers Work is Finally Complete, submit written certification that:
      a. Contractor has inspected Work for compliance with Contract Documents, and all
         requirements for Final Acceptance have been met.
      b. Except for Contractor maintenance after Final Acceptance, Work has been
         completed in accordance with Contract Documents and deficiencies listed with
         Certificate of Substantial Completion have been corrected. Equipment and systems
         have been tested in the presence of Owner, and are operative.
      c. Project Record Documents are completed and turned over to Owner, and Work is
         complete and ready for final inspection.
   2. In addition to submittals required by Contract Documents, provide submittals required by
      governing authorities and submit final statement of accounting giving total adjusted
      Contract Sum, previous payments, and sum remaining due.
   3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so
      notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall
      promptly remedy the deficiencies and notify the Owner when it is ready for reinspection.

C. Final Adjustments of Accounts:
   1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract
      Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).
   2. If so required, Owner shall prepare a final Change Order for submittal to Contractor,
      showing adjustments to the Contract Sum that were not previously made into a Contract
      Modification.

D. Warranties
   1. Execute Contractor's Submittals and assemble warranty documents, and Installation,
      Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers,
      and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches
      three-ring binder with durable plastic cover, appropriately separated and organized.
      Assemble in Specification Section order.
   2. Submit material prior to final Application for Payment. For equipment put into use with
      Owner's permission during construction, submit within 14 Days after first operation. For
      items of Work delayed materially beyond Date of Substantial Completion, provide updated
      Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty
      period.
   3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not
      detract from or confuse requirements or interpretations of Contract Documents. Warranty
      shall be countersigned by manufacturers. Where specified, warranty shall be
      countersigned by Subcontractors and installers.
   4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental
      product warranties that detract from or confuse requirements or interpretations of Contract
      Documents.
   5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty
      period shall be one year minimum from date of Final Completion of entire Work except
      where:
      a. Detailed Specifications for certain materials, equipment or systems require longer
         warranty periods.
      b. Materials, equipment or systems are put into beneficial use of Owner prior to Final
         Completion as agreed to in writing by Owner.
E. Warranty of Title:

   1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

F. Turn-In. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

G. Release of Claims. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

H. Fire Inspection Coordination. Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

I. Building Inspection Coordination. Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION
DIVISION 2 EXISTING CONDITIONS

SECTION 02 05 10

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and Division 1 Specification Sections, apply to this Section.

1.02 SECTION INCLUDES

A. Demolition of aluminum storefronts

1.03 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and re-install them where indicated.

C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 SUBMITTALS

Regulatory requirements Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.


2. Pre-demolition Conference: Conduct conference at Project site to comply with requirements.

1.05 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner’s operations will not be disrupted. Refer to Section 011100 Summary of Work for Work Days and Hours.

B. Notify Owner of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

C. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

F. Maintain fire-protection facilities in service during selective demolition operations.

1.06 WARRANTY
A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that utilities affected by the Work have been disconnected and capped.
B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner.
E. Survey of Existing Conditions: Contractor to record existing conditions by use of preconstruction photographs.

3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.
B. Comply with requirements for existing services/systems interruptions specified in Division 1 Section "Summary."
C. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
D. Owner will arrange to shut off indicated services/systems when requested by Contractor.
E. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
F. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

3.03 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with walks, walkways, and other adjacent occupied and used facilities.

3.04 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
B. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
C. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
D. Dispose of demolished items and materials promptly
E. Removed and Reinstalled Items:
F. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
G. Protect items from damage during transport and storage.
H. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
I. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Remove walls and wall/floor finishes including framing, sheathing, gypsum board, and tile.
B. Remove lighting at basement restroom and mailbox room.
C. Remove plumbing fixtures and toilet accessories.
D. Remove toilet partition walls.
E. Remove (e) ceiling grate at mail box room.

3.06 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
B. Do not allow demolished materials to accumulate on-site.
C. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
D. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
E. Burning: Do not burn demolished materials.
F. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.07 CLEANING

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

END OF SECTION
SECTION 03 31 00
CONCRETE FLOOR TOPPING

PART 1- GENERAL

1.1 DESCRIPTION

A. New slip-resistant concrete topping will be applied to the entire floor area of the Storage Room at the Basement.
B. Finished Topping floor shall be the same slope as original finish floor.

1.2 REFERENCE STANDARDS

A. American Concrete Institute:
   1. ACI 212.3R-91 – Chemical Admixtures for Concrete
   2. ACI 302.1R-04 – Guide for Concrete Floor and Slab Construction
   3. ACI 301 - Specifications for Structural Concrete.
   4. ACI 305 - Hot Weather Concreting.
   6. ACI 318 - Building Code Requirements for Structural Concrete.

B. American Society for Testing and Materials:

   1. ASTM C 109M, Compressive Strength Air-Cure Only
   2. ASTM C348, Flexural Strength of Hydraulic-Cement Mortars
   3. ASTM F2170, Relative Humidity in Concrete Floor Slabs Using in situ Probes
   4. ASTM F1869, Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride

1.3 QUALITY ASSURANCE

A. Perform work in accordance with concrete topping manufacturer’s requirements for preparation of surface and material installation instructions.

1.4 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by the manufacturer during and after installation

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's product data and installation instructions for each material and product used. Include manufacturer's Material Safety Data Sheets.

B. Qualification Data: For Installer

1.6 GUARANTEE

A. Furnish an additional guarantee for a period of five (5) years after Date of Substantial Completion against leaks and defects which indicate imminent leaking such as bubbles, tears, or separation from sides of joints. Repair all such leaks and defects immediately upon notice from the Owner.
PART 2- PRODUCTS

2.2 CONCRETE TOPPING:
A. Cement-based self drying, self leveling slip-resistant concrete topping
   1. Acceptable products:
      a. ARDEX SD-T and ARDEX EP 2000 Primer or equal.

   B. Performance and Physical Properties: Meet or exceed the following values for material
      cured at 70°F +/-3°F (21°C +/-3°C) and 50% +/-5% relative humidity:
      1. Application: Barrel Mix or Pump
      2. Flow Time: 10 minutes
      3. Initial Set: Approx. 10 minutes
      4. Final Set: Approx. 45 minutes
      5. Compressive Strength: 6100 psi at 28 days, ASTM C109M.
      6. Flexural Strength: 1200 p

2.1 WATER: Potable, clean and not detrimental to concrete.

2.3 Sealer: Per manufacturer's recommendation

PART 3- EXECUTION

3.1 PREPARATION
A. Concrete Subfloors: Prepare substrate in accordance with manufacturer’s instructions.
   1. Prior to proceeding please refer to ASTM F710 Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring. All concrete subfloors must be sound, solid, clean, and free of all oil, grease, dirt, curing compounds and any substance that might act as a bond breaker before priming. Mechanically clean if necessary using shot blasting or other. Acid etching and the use of sweeping compounds and solvents are not acceptable.
   2. All cracks in the subfloor shall be repaired with Low Viscosity Rigid Polyurethane Crack & Joint Repair to minimize telegraphing through the topping.
   3. Substrates shall be inspected in accordance with ASTM F1869 or ASTM F2170 and corrected for moisture or any other conditions that could affect the performance of the topping or sealer. For areas where moisture vapor emissions exceed the limits required by the sealer manufacturer contact Architect.

3.2 APPLICATION:

A. Examine substrates and conditions under which materials will be installed. Do not proceed with installation until unsatisfactory conditions are corrected.

B. Coordinate installation with adjacent work to ensure proper sequence of construction. Protect adjacent areas from contact due to mixing and handling of materials.

C. Priming:
   1. Apply the freshly mixed epoxy to the prepared surface using a short-nap paint roller for smoother surfaces and a longer nap for more uneven substrates.
      a. While in a fresh state, broadcast an excess of fine sand ("play sand" that is less than 1/32 of an inch in grain size) consistently over the entire area. Figure about 2/3lb. of sand per square foot of the area. Avoid all traffic over the surface for a...
minimum of 6 hours.

b. After 16 hours, broom sweep and vacuum the surface to remove all loose sand.

D. Mixing: Comply with manufacturer’s printed instructions and the following:

1. Add 5 quarts (4.75 L) of clean potable water per two 50-pound bag.
2. Mix using a ½” (650 rpm) low speed heavy-duty mixing drill with a mixing paddle. Do not overwater.
3. For pump installations, product shall be mixed using an Automatic Mixing Pump. Start the pump at 150 gallons of water per hour, and then adjust to the minimum water reading that still allows self-leveling properties. Do not overwater. Check the consistency of the product on the floor to ensure a uniform distribution of the sand aggregate at both the top surface and bottom of the pour.

E. Application: Comply with manufacturer’s printed instructions.

F. Curing

1. The product can be walked on in 2-3 hours. Dry time prior to sealer application varies by sealer type and thickness of application. Follow manufacturer’s recommendation for dry time prior to the installation of the sealer.

G. Sealing

1. The surface of concrete floor topping must always be protected from oil, salt, water and surface wear by applying a suitable protection system per manufacturer’s recommendation.

2. For areas to receive heavier traffic, as well as areas such as restaurants and food courts, sealing should be done using an appropriate wear protection coating. As the performance of coating systems varies greatly, the installer is responsible for assessing the suitability of these coatings.

a. If a waterborne sealer is to be applied at a thickness not-to-exceed a total of 20 mil (0.5mm), the coating can be applied as soon as the surface of the concrete floor topping is hard (2 to 3 hours At 70°F/21°C).

b. When using a solvent-borne or 100% solids coating applied at a total thickness of 20 mils (0.5 mm) or less, the concrete floor topping must cure for a minimum of 24 hours at 70°F (21°C). When the total application thickness will exceed 20 mils (0.5 mm), the concrete floor topping must cure 3 to 5 days at 70°F (21°C) prior to installing the protection layer.

3.4 FIELD QUALITY CONTROL

A. Where specified, field sampling of the concrete floor topping is to be done by taking an entire unopened bag of the product being installed to an independent testing facility to perform compressive strength testing in accordance with ASTM C 109/modified: air-cure only. There are no in situ test procedures for the evaluation of compressive strength.

3.5 PROTECTION

A. Concrete floor topping wear surfaces should be adequately protected from damage resulting from construction traffic or other use that can affect the finish floor.

B. Concrete floor topping wear surfaces are intended for foot traffic, moderate, rubber-wheeled fork lift traffic and similar uses. Excessive service conditions, such as steel or hard plastic-wheeled traffic, or dragging heavy metal equipment or loaded pallets with protruding nails over the floor, will cause gouging and indentations. Concrete floor topping is not a resurfac-
ing topping for heavy-duty manufacturing or industrial floors, or for chemical environments requiring customized industrial toppings.

3.6 MAINTENANCE

A. Once installed, any finished floor surface requires routine cleaning and maintenance. After installing the initial coats of the sealer, the best way to ensure the long-term appearance of a newly installed floor is by the use of a sacrificial floor finish ("wax" or "polish") applied over the surface of the newly installed and sealed floor. All floor coatings will wear as a function of traffic and maintenance, and the use of a sacrificial coating avoids wear on the original sealer while providing a simple maintenance solution.

END OF SECTION
SECTION 05580

PERFORATED SHEET METAL

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Perforated sheet metals.

1.02 REFERENCES

A. ASTM International:

1.03 SUBMITTALS

A. General: Submit listed submittals in accordance with Conditions of the Contract and Division 1 Submittal Procedures.

B. Product Data: Submit manufacturer’s product data and installation instructions for custom perforated metal architectural designs, including manufacturer’s SPEC-DATA® product sheet. Include material, finish, available thicknesses and opening sizes.

C. Drawings:
   1. Submit shop drawings detailing installation procedures, including layout, dimensions, anchorage, reinforcement, connections, supports and support placement.

D. Samples:
   1. Submit selection and verification samples for finishes, colors and textures in accordance with Division 1 Submittal Procedures.

E. Quality Assurance:
   1. Certificates: Product certificates signed by manufacturer certifying materials comply with specified performance characteristics and criteria and physical requirements.
   2. Manufacturer’s Instructions: Manufacturer’s installation instructions.

F. Manufacturer’s Field Reports: Indicate and interpret test results for compliance with performance requirements.

G. Closeout Submittals: Submit the following:
   1. Warranty: Warranty documents specified herein.
   2. Operation and Maintenance Data: Operation and maintenance data for installed products in accordance with Division 1 Closeout Submittals (Maintenance Data and Operation Data) Section. Include methods for maintaining installed products and precautions against cleaning materials and methods detrimental to finishes and performance.

1.04 QUALITY ASSURANCE

A. Qualifications:
1. Fabricator Qualifications: Fabrication performed in quality controlled manufacturing environment by experienced fabricators with references indicating multiple satisfactory experiences fabricating perforated metals as required for this project.

1.05 DELIVERY, STORAGE & HANDLING
A. General: Comply with Division 1 Product Requirements.
B. Ordering: Comply with manufacturer's ordering instructions and lead time requirements to avoid construction delays.
C. Delivery, Storage and Protection:
   1. Deliver materials in original sealed manufacturer's packaging.
   2. Store materials in dry, secure location.
   3. Store in accordance with manufacturer's written instructions.
   4. 

1.06 WARRANTY
A. Project Warranty: Refer to Conditions of the Contract for project warranty provisions.
Manufacturer's Warranty: Submit, for Owner's acceptance, manufacturer's standard warranty document executed by authorized company official. Manufacturer's warranty is in addition to, and not a limitation of, other rights Owner may have under Contract Documents.

1.07 WASTE MANAGEMENT & DISPOSAL
A. Deposit packaging materials in appropriate container onsite for recycling or reuse.
B. Avoid using landfill waste disposal procedures when recycling facilities are available.

PART 2 PRODUCTS
2.01 PERFORATED ARCHITECTURAL METALS
A. Manufacturer: McNichols or equal.
B. Material:
   1. Steel: To ASTM A653, Cold rolled
      a. Thickness: 16 gauge
      b. Sheet Size: 48×120
      c. Shape: Flat
      d. Finish: Galvanized
C. Perforations:
   1. Hole Size: Square 3/4"
   2. Hole Centers: 1"
   3. Hole Pattern: Straight row
D. Panel Edges: Min safe per manufacturer. Provide u-edging or edge band at seam per manufacturer's recommendation.
E. Provide Manufacturer's ICC Report, Test, or Calculations.

PART 3 EXECUTION
Perforated Sheet Metal
Laney Tower Miscellaneous Interior Modifications
3.01 MANUFACTURER’S INSTRUCTIONS

A. Compliance: Comply with manufacturer’s written data, including product technical bulletins, product catalog installation instructions, product carton installation instructions.

3.02 EXAMINATION

A. Site Verification of Conditions:
   1. Verify substrate conditions are acceptable for product installation in accordance with manufacturer’s instructions.
   2. Examine area to receive architectural metalwork for compliance with installation clearances.
   3.

3.03 INSTALLATION

A. Install in compliance with manufacturer’s product data, including product technical bulletins, application and installation instructions.
B. Erect metalwork square, plumb, straight and true.
C. Provide suitable means of anchorage as specified on drawings.
D. Match exposed fastening devices to attached metalwork.

3.04 FIELD QUALITY CONTROL

A. Have manufacturer of products supplied under this Section review Work involved in handling, installation/application and protection of its product[s], and submit written reports in acceptable format to verify compliance of Work with Contract.
B. Protect installed product’s finish surfaces from damage during construction.

3.05 COMPLETION & CLEANUP

A. After installation and prior to final acceptance, inspect metalwork for any damage. Repair or replace damaged installed products.
B. On completion and verification of performance of installation, remove surplus materials, excess materials, rubbish, tools and equipment.

END OF SECTION
DIVISION 6 FINISHES

SECTION 06 10 00
ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SCOPE

A. Work Included:
   1. Provide all labor, materials, equipment and services required to complete all Minor
      Rough Carpentry work as shown on the drawings and/or specified herein.
   2. The work of this Section includes but is not necessarily limited to the following:
      a. Installation of backing panels for equipment.
      b. Backing and shims.
      c. Installation of:
         (1) Finish Hardware
         (2) Accessories

B. Related work in other sections:
   1. Perforated sheet metal: Section 055800
   2. Non Structural Metal Framing: Section 092216
   3. Solid Surfacing: Section 066116

1.02 REFERENCE STANDARDS

A. Manufacturer's Product Specifications.

B. Published Specifications, standards, tests, or recommended methods of trade, industry, or
   governmental organizations apply to Work in this Section where cited by abbreviations noted
   below (latest editions apply):
   1. California Code of Regulations. Title 24, 2013 edition, also known as California Building
      Code (CBC).
   2. (APA) - American Plywood Association, "Guide to Plywood Grades".
   3. (PS) - United States Product Standard, PS-1 "Construction and Industrial Plywood".
   4. (UL) - Underwriters' Laboratories, Inc., "Fire Hazard Classification, FR-S".
   5. (WCLIB) - West Coast Lumber Inspection Bureau, "Standard Grading Rules No. 17".
   6. (WWPA) - Western Wood Products Association, "Grading Rules for Lumber".
   7. (AWPA) - American Wood Preservers Association Standards.

1.03 MEASUREMENTS

Verify all dimensions shown on the drawings by taking field measurements; proper fit and
attachment of all parts is required. Report any conflict with Drawings to Architects for
clarification before proceeding with work.
1.04 SUBMITTALS

A. Materials List: All items proposed to be furnished and installed under this portion of the work, stating manufacturer's name and catalog number for each item.

B. Manufacturer's recommendations:
   1. Accompanying the materials list, submit current recommended method of installation for each item.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Provide proper facilities for handling and storage of materials to prevent damage to edges, ends, and surfaces.

B. Protection: Use all means necessary to protect work surfaces before, during and after installation and to protect the installed work and materials of all other trades.

C. Keep materials dry. Where necessary, stack materials off ground on level flat forms, fully protected from weather.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional cost to the Owner.

PART 2 – PRODUCTS

2.01 MATERIAL

A. Plywood: Fire Retardant Treated (FRT) Plywood, size as noted on drawings.
   1. Flame spread and smoke development ratings of 25 or less when subjected to ASTM E-84.

B. Expansion Bolts: Reverse cone, self-wedging, expansion type, Tightening of nut or increased tension on bolt shank shall act to force wedges outward to create positive increased resistance to withdrawal, Ramset/Read Head "Tru-Bolt", Hilti Kwik - Bolt III or University approved equal. Expansion anchors shall be rated of use in crack concrete application.

C. Powder Driven Anchors: .25 Caliber drywall track faster with top hat washer

D. Miscellaneous Hardware: Provide all common screws, bolts, fastenings, washers and nuts required to complete rough carpentry Work.

PART 3 - EXECUTION

3.01 ADJUST AND CLEAN

A. Operation: Rehang or replace doors which so not swing or operate freely, or which do not seat properly or any portion of the head of jamb, as directed by the Architect.

B. Immediately after inspection, sand smooth any rusted or damaged areas of prime coat.

C. Clean up work areas of all debris left as a result of work under this section.

D. Keep installed doors protected from damage until acceptance of work.

3.03 INSTALLATION OF ACCESSORIES
A. Use concealed fastening whenever possible.

B. Provide anchors, bolts and other necessary fasteners, and attach accessories securely to walls and partitions in location as shown or directed. Comply with manufacturer's recommendations for each type of substrate.

C. Comply with State standard for physically handicapped accessibility and use.

D. See Plans for new equipment and relocated existing equipment locations.

END OF SECTION
SECTION 06 61 16

SOLID SURFACING FABRICATIONS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Solid surfacing countertops, with and without integral bowls, and backsplashes where indicated.

B. Drawings and general provisions of the Contract, including General Conditions, apply to this Section.

C. Related Sections
   1. Section 05 50 00 - Metal Fabrications: Provision of supports for countertops.
   2. Section 06 41 10 - Custom Casework: Provision of custom cabinetry.
   3. Section 07 92 00 - Joint Sealants: Provision of sealants.
   4. Division 22 - Plumbing: Provision of rough-in and connection to water supply and drainage.

1.02 REFERENCES

A. ANSI - American National Standards Institute
   1. Z124.3 - Plastic Lavatories.

B. WI - Woodwork Institute

1.03 SUBMITTALS

A. Product Data: Submit manufacturer's product literature.

B. Shop Drawings: Show all items at large scale including methods of fabrication and construction.

B. Samples: Submit 3 solid surfacing materials, 6 inches square.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturer: DuPont Polymers, "Corian", or equal.

2.02 MATERIALS

A. Solid Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with the material and performance requirements of ANSI Z124.3, Type 5 or Type 6, without a precoated finish.

   1. Size and Shape: As indicated.
   2. Color: As selected by the Architect.
3.
C. Sealant: As specified in Section 07 90 00.

2.03 SOLID SURFACING MATERIAL COUNTERTOPS

A. Quality Standard: Comply with WI Section 17D, "Decorative Synthetic Marble Countertops and Sinks".
1. Grade: Premium.
2. Thickness of solid surfacing shall be constant and shall not vary.

B. Fabrication: Fabricate tops in one piece with shop-applied backsplashes and edges, unless otherwise indicated. Comply with solid surfacing material manufacturer's recommendations for adhesives, sealers, fabrication, and finishing.
   1. Drill holes in countertops for plumbing fittings.
   2. Thickness: 1/2-inch.
   3. Colors, Patterns and Finishes: Provide the Architect's selections from manufacturer's full range of colors and finishes.

PART 3 – EXECUTION

3.01 INSTALLATION
A. Anchor countertops securely to base units and other support systems as indicated. Caulk space between backsplash and wall with specified sealant.
   1. Install countertops with no more than 1/8-inch in 96 inch sag, bow, or other variation from a straight line.
   2. Secure backsplashes to tops with concealed metal brackets at 16 inches on center.
B. Seal joints in accordance with manufacturer's instructions.

3.02 ADJUSTING AND CLEANING
A. Remove damaged or otherwise disfigured portions and replace with new prior to the District's acceptance.

END OF SECTION
DIVISION 7 THERMAL AND MOISTURE PROTECTION

SECTION 07 90 00

JOINT SEALERS

PART 1 - GENERAL

1.01 REQUIREMENTS AND DESCRIPTION OF WORK

A. This section includes elastomeric sealants, joint fillers and related accessories.

1.02 RELATED SECTIONS

A. Section 09 29 00 Gypsum Board

1.03 SYSTEM DESCRIPTION

A. Joints of abutting materials shall be sealed continuously with sealant. Caulk and seal any other joints indicated or required to weatherproof and complete the building, both exterior and interior.

B. The full extent of exterior caulking and sealing work is not necessarily completely and/or individually specified. Caulking and sealing shall be provided wherever required to create clean joint between two abutting materials

1.04 QUALITY ASSURANCE

A. Perform work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

1.05 ENVIRONMENTAL REQUIREMENTS

A. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.06 SUBMITTALS

A. Product Data: Provide data indicating sealant chemical characteristics, performance criteria, substrate preparation, limitations and colors available.

1.07 GUARANTEE

A. In addition to the guarantee required in Section 01700, furnish an additional guarantee for a period of five (5) years after Date of Substantial Completion against leaks and defects which indicate imminent leaking such as bubbles, tears, or separation from sides of joints. Repair all such leaks and defects immediately upon notice from the City.

PART 2 - PRODUCTS

2.01 SEALANTS AND CAULKING

A. General caulking (check compatibility requirements with product manufacturers).

1. Type: one part urethane, non-sag, FS-TT-S-230C Type II.

Joint Sealers
Laney Tower Miscellaneous Interior Modifications
2. Specified manufacturer: DAP Urethane Caulk, Pecora Dynatrol 1, or approved equal.

B. Crack caulking (Interior use)
1. Type: one part acrylic latex, skinning, setting, ASTM C834.
2. Specified manufacturer: DAP Acrylic Latex Caulk, Pecora AC-20, or approved equal.

C. Mastic bedding
1. Type: oil-base caulk, trowel grade
2. Specified manufacturer: DAP Architectural Grade Caulk, Pecora 200R2 or approved equal.
3. Color: neutral

F. Backing
1. Type: tubular polyethylene foam with bond breaking sheath.
2. Manufacturer: Dow Ethafoam, Denver Foam or approved equal.

G. Primer: as required by sealant manufacturer for conditions indicated.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION

A. Verify that substrate surfaces and joint openings are ready to receive work.
B. Remove loose materials and foreign matter which might impair adhesion of sealant.
C. Verify that joint backing and release tapes are compatible with sealant.
D. Perform preparation in accordance with ASTM C804 for solvent release and ASTM C790 for latex base sealants.

3.02 INSTALLATION

A. Clean and prime seal joints in accordance with manufacturer's instructions.
B. Perform installation in accordance with ASTM C804 for solvent release and C790 for latex base sealants.
C. Measure joint dimensions and size materials to achieve 2:1 width/depth ratios.
D. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
E. Install bond breaker where joint backing is not used.
F. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
G. Tool joints concave.

END OF SECTION
DIVISION 8 OPENING

SECTION 08 71 00

DOOR HARDWARE

PART 1 - GENERAL

1.01 WORK INCLUDED

A. New accessible door hardware for all new doors.

B. Keying of door manufacturer-supplied hardware.

1.02 REFERENCES

A. Applicable CCR regulations.

B. CCR Title 24 and ADA regulations for Making Buildings and Facilities Accessible to and Usable by Physically Handicapped People.

C. NFPA 80 - Fire Doors and Windows.

D. **2013 CBC and CFC.**

E. American National Standards Institute (ANSI).

F. Underwriters Laboratory Inc.(UL) standards.

G. **2013 CBC - California Building Code.**

H. **NFPA 72.**

1.03 SUBMITTALS

A. Submit under provisions of Section 01100.

B. Prepare complete list of finish hardware. Reference items directly to the Hardware Schedule Reference. Include door-type designations, location, and other pertinent data. Verify suitability, function, thickness of members or other factors affecting appropriate selection. IMPORTANT: Highlight any deviation from the numbered manufacturer's product shown in the Hardware Schedule with an asterisk placed before the item. List manufacturers' names or suitable abbreviation to facilitate review, opposite each item scheduled. List only readily obtainable hardware that appears in current catalogs, and furnish catalog cuts of each different type of hardware included in schedule. Do not deliver hardware until list has been reviewed. Architect's review is not to be construed as certifying list as being completed.

C. Shop Drawings: Show details of fabrication and installation, including the following:

1. Plans, elevations and sections. Including layout and relationship to adjacent work.
2. Details of rail sections and fittings.
3. Hardware quantities, locations, and installation requirements.
4. Anchorages and reinforcement.
5. Glazing details.

D. Samples: If requested by Architect, submit sample of any or all specified items. Samples will be returned to supplier.

E. Manufacturer’s Installation Instructions: Indicate special procedures, perimeter conditions requiring special attention.

F. Catalog cuts:
   1. Submit catalog cuts of every item furnished for this project.
   2. Show all finishes, sizes, catalog numbers and pictures. Explain fully all abbreviations.

G. Templates: Furnish the following items to the various subcontractors responsible for installation of, or preparation for installation of, hardware furnished under this section.
   1. Printed templates.
   2. Actual hardware.

1.04 PROJECT RECORD DOCUMENTS

A. Record actual locations of installed cylinders and their master key code.

1.05 OPERATION AND MAINTENANCE DATA

A. Maintenance Data: Include data on operating hardware, lubrication requirements, and inspection procedures related to preventative maintenance.

1.06 QUALIFICATIONS

A. Hardware Supplier: Company specializing in supplying commercial and institutional door hardware with five years experience.

B. Hardware Supplier Personnel: Employ an Architectural Hardware Consultant (AHC) to assist in the work of this section.

1.07 REGULATORY REQUIREMENTS

A. Conform to applicable codes for requirements applicable to fire rated doors and frames.

B. All doors shall be operable from the inside with "non-grasping" operable trim that does not require the use of a key or any special knowledge.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, protect and handle products to site under provisions of Section 01100.

B. Package hardware items individually; label and identify each package with door opening code to match hardware schedule.

C. Deliver keys to Owner by security shipment direct from hardware supplier.

D. Return all unused hardware to Owner.

1.09 COORDINATION
A. Coordinate work under provisions of Section 01100.

B. Coordinate the work with other directly affected sections involving manufacture or fabrication of internal reinforcement for door hardware.

1.10 MAINTENANCE MATERIALS

A. Provide special wrenches and tools applicable to each different or special hardware component.

B. Provide maintenance tools and accessories supplied by hardware component manufacturer.

C. Provide Owner with manufacturer's parts list and maintenance instructions for each type of hardware.

1.11 PROJECT CONDITIONS

A. Field Measurements: Verify opening dimensions of all-glass entrances by field measurements before fabrication and indicate the measurements on Shop Drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

1. Established Dimensions: Where field measurements cannot be made without delaying the Work, establish opening dimensions and proceed with fabricating all-glass entrances without field measurements. Coordinate construction to ensure actual opening dimensions correspond to established dimensions.

1.12 WARRANTY: Hardware shall be warranted for a period of two years. Exit devices for three years and door closers for ten years.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

<table>
<thead>
<tr>
<th>Hardware Item</th>
<th>Specified Manufacturers</th>
<th>Other Manufacturers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hinges</td>
<td>Dorma</td>
<td>Or College approved equal</td>
</tr>
<tr>
<td>Locksets</td>
<td>Dorma</td>
<td>Or College approved equal</td>
</tr>
<tr>
<td>Closers</td>
<td>Dorma</td>
<td>Or College approved equal equal</td>
</tr>
<tr>
<td>Thresholds &amp; Seals</td>
<td>Pemko</td>
<td>Or College approved</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equal</td>
</tr>
<tr>
<td>Kickplates</td>
<td>Trimco</td>
<td>Quality or University approved equal</td>
</tr>
</tbody>
</table>
B. Substitutions: Under provisions of Section 00 6325.

2.02 GENERAL

A. Closers:
1. Full rack and pinion type with steel spring and non-gumming, hydraulic fluid. Provide controls for regulation closing, latching speeds and back check. Spring power adjustment where specified. Supply drop plates at narrow top rail doors, and parallellarm closers at reverse bevel doors and where doors swing full 180 degrees, 2-1/8" maximum projection from door surface. Closers to have delayed action option for accessibility. Adjustment of valves shall not necessitate the removal of the closers' cover plate. Spindles shall be of proper length to suit the installation/detail. Mount no closers on public (corridor) side of door unless there is no other option. Provide at all fire-rated doors and elsewhere where scheduled. Comply with disabled access requirements. Maximum effort to operate doors as follows:
   a. Interior doors: 5 lbs.
   b. Exterior doors: 5 lbs.
   c. Fire doors: up to 15 lbs., CBC 2013 when approved by AHJ

   Provide blade stop spacer to allow space for smoke seals.

2. Closer adapter plate: where new closers are installed on rated fire doors to replace existing closers, and it is not possible to re-use the existing bolt holes, provide either a State Fire Marshall approved backplate and/or fill holes with an U.L. approved fire sealant appropriate for the door rating.

C. Kickplates: Beveled edges, 2 inch narrower than single door or 1" narrower than pairs of doors. 16 gauge bronze or 18 gauge stainless steel, all B4E. Install on push side of door.

D. Locksets
1. Except where otherwise specified, all locks and latches and component parts shall be by one manufacturer. Locksets to be as indicated on the Hardware groups.
2. All locks shall be of such construction that when locked, the door may be opened from within by using lever and without the use of a key or special knowledge.
3. All locks shall have box strikes and lips long enough to protect the trim. All to have 3/4" throw where required, 3-piece and anti-friction latch bolt.
4. Locksets specified herein are typically cylinder type. Provide matching trim cover plate where existing lock-set openings are not fully covered by the specified units.
5. Existing cylinders shall be re-used. Provide lever handle cylinder bar for D-series locksets for all existing lock cylinders to function with new lever trim.
6. Door functions: door functions shall be as indicated in the Hardware Groups.
7. Lever style: Omega Lever
8. Match door handlings to door swings as shown on Drawings.
9. Finish: 626 Satin Chrome

2.03 KEYING

A. Coordinate with District campus locksmith on keying of locksets, unless otherwise noted.

2.04 FINISHES

A. Finishes: 316 Stainless Steel, or approved equal, unless otherwise noted on the Hardware Schedules in the Drawings.

2.05 FASTENINGS:

Door Hardware
Laney Tower Miscellaneous Interior Modifications 08 71 00-4
A. Furnish necessary screws, bolts, nuts and others of suitable types and sizes to install hardware securely in position to withstand hard usage over long life. Supply fastenings which harmonize with hardware material and finish. Furnish required expansion shields, sex bolts, toggle bolts and other anchors as recommended by hardware manufacturer. Solid backing shall be provided behind all wall items. All fasteners shall be vandal proof type.

2.07 THRESHOLD ACCESSORIES

A. Mill finish aluminum

B. Verify height of accessory necessary for smooth fit to existing threshold and size accessory accordingly. Adjust to fit for field conditions.

C. Set in full bed mastic and secure with flat head anchors at intervals to match threshold.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify site conditions.

3.02 INSTALLATION

A. Install hardware in accordance with manufacturer's instructions.

B. Use templates provided by hardware item manufacturer.

C. Wherever cutting and fitting is required to install hardware onto or into surfaces which are later to be painted or finished, install each item completely and then remove and store in a secure place during the finish application. After completion of the finishes, reinstall each item. Do not install surface-mounted items until finishes have been completed on the substrate.

E. Set units level, plumb and true to line and location. Adjust and reinforce the attachment substrate as necessary for proper installation and operation.

F. Where thresholds are called out in the Hardware Schedules, screw thresholds to substrate with screws of the proper type for permanent anchorage and of bronze or stainless steel which will not corrode in contact with the threshold metal. Provide new fasteners matching existing. Set each edge of threshold in a seal strip of butyl rubber sealant.

G. Location of Hardware per manufacturer's recommendation.

3.03 FIELD QUALITY CONTROL

A. Schedule those manufacturer's representatives involved sufficient time to review and check each operating item of hardware and each door, to ensure proper operation or function. Replace all defective units.

3.04 ADJUSTING
A. Adjust all existing closers to the operating force noted above. Adjust all new hardware for smooth operation.

B. Instruct Owner’s personnel in proper adjustment, maintenance of hardware and finishes during the final adjustment of hardware.

3.05 PROTECTION OF FINISHED WORK

A. Do not permit adjacent work to damage hardware or finish.

B. Leave hardware in a clean condition.

3.06 HARDWARE SCHEDULE

A. The hardware schedule is intended to cover only doors requiring hardware adjustment and/or replacement. This project does not include door leaf replacement. Examine the Drawings and Specifications and furnish proper hardware for all openings. If there are any omissions of hardware components, they shall be called to the attention of the Architect prior to bid opening and in time for issuance of an addendum; otherwise, the list will be considered complete. No extras will be allowed. Any other hardware required but not brought to the Architect’s attention shall be of suitable type, having similar quality and appearance as the specified hardware.

B. Schedule of Finish Hardware: The following is a Schedule of Hardware to be furnished for this work. The material listed shall conform throughout to the requirements of the foregoing Specifications.

Hardware Group 1
Door to have:
1-Locking Ladder Pull with floor socket — 60” long Dorma Locking Ladder Pull
1-Pair of top/bottom pivot poles, long type with connecting tube Dorma Manet Set 1 Pivoting or equal
1-closer(floor concealed) Dorma BTS75V or equal
1-kick plate

END OF SECTION
DIVISION 8 OPENING

SECTION 08 80 00

GLAZING

PART 1 - GENERAL

1.1 SCOPE

A. Work specified in this section:
   1. Glazing: curved glazing of new information desk enclosure

1.2 REQUIREMENTS

A. Coordination: see Section 01100
   1. Coordinate with metal fabrications, supports, door hardware.
   2. Verify thickness per Code.
   3. Verify adequacy of retention clearances.

B. Regulatory Requirements:
   1. Code: Title 24, Part 2, CCR, Chapters 23, and 54.
      Performance Specifications and Methods of Test
   5. ASTM C162 - Standard Terminology of Glass and Glass Products
   6. ASTM C1464 - Standard Specification for Bent Glass
   7. ASTM C1172 - Standard Specification for Laminated Architectural FLATGlass
   8. ASTM E152 - Methods for Fire Test of Door Assemblies
  11. NFPA 252 - Fire Tests of Door Assemblies
  12. NFPA 257 - Fire Tests of Window Assemblies

C. Submittals:
   1. Materials list: each glass type, glazing material.
   2. Samples: each glass type, 12" x 12" size.

D. Shop Drawings: Show details of fabrication and installation, including the following:
   1. Plans, elevations and sections. Including layout and relationship to (e) conditions.
   2. Glazing details.
   3. Pre drilled-hole quantities, locations, and installation requirements.

E. Permit:
   1. Provide documentation for DSA Approval, including the following information
      a. Verification that design meets minimum 5 lbs / square foot for impact load.
      b. Design for pre-drilled holes for attachments, including size, shape, distance
         from edges, gasket, and reinforcement.

PART 2 - PRODUCTS

2.1 GLASS TYPES

A. Heat Strengthened, clear laminated Safety Glazing: Glass to be minimum 1/2" thick bent to
   radius shown on drawings with high polished edges and drilled holes.

B. Thickness: verify with Code requirements; thicknesses specified are minimum.
2.2 GLASS LOCATION

A. Typical interior info desk enclosure: clear, heat strengthened, laminated safety glass. Patterned etching at two locations per plans.

2.3 GLAZING MATERIALS

A. Neoprene washers

B. Tapes: Type as recommended by the glass and sealant manufacturer as suitable for the specific glazing requirements.

PART 3 - EXECUTION

3.1 PREPARATION

A. Glass thickness: minimum as specified; thicker if required by Code.

B. Safety glazing: per 16 CFR1202

C. Shop prepare all glass; verify dimensions.

D. Edges: clean, no chips or fissures.

E. Environmental conditions during installation:
   1. Metal attachment temperature: 80°F maximum.
   2. Glazing material temperature: workable but closely approximating metal temperature.

3.2 GLAZING

A. Metal frame: back bed with compound, set glass, set neoprene washer; cap off with finished metal cap.

B. Cleanup; remove labels, after Architect review and approval, spacers, stickers upon completion.

END OF SECTION
SECTION 092216

NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.1 SCOPE

A. Work specified in this section:
   1. Non load bearing, metal stud walls

B. Related work specified elsewhere:
   1. Section 092900 – Gypsum Board

1.2 REQUIREMENTS

A. Coordination:
   1. Verify conditions and dimensions.
   2. Coordinate subsequent work attached to work of this section.
   3. Coordinate placement of inserts by other trades.
   4. Coordinate and install backing for work of other trades.

B. Regulatory Requirements:
   1. Trade Standards: Gypsum Association, GA-203 Installation of Screw Type Framing
      Members to receive Gypsum Board.
   2. Submittals:
      a. Materials list: all items

PART 2 - PRODUCTS

2.1 METAL STUD SYSTEM

A. Type: light gauge formed steel, galvanized, C shape.

B. Non-load bearing steel stud thickness shall be a minimum of 0.033 inch. Width of stud
   shall be not less than 3 ½ inches. Spacing shall be not more than 16 inch on center.
   Exterior non-load bearing steel stud shall not be less than 1-5/8 x 6 inches.

C. Interior non-load bearing wall shall extend to the structure above and secured with
   deflection slip top tracks.

D. All walls to have batt insulation and meet minimum STC rating recommendation.

E. Typical studs:
   1. Size: as detailed.
   2. Shape: C with knurled flanges for acceptance of dry wall screws.
   3. Gauge: 22 gauge minimum, heavier gauge if required to meet span requirements.

F. Tracks, sills: matching stud size, J-channel, galvanized. Provide flexible track where studs meet
   concrete walls, as shown on Drawings.
2.2 ACCESSORIES

A. Fasteners:
   1. Stud to track: self tapping sheet metal screws; metal punching not acceptable.
   2. Track:
      a. To concrete: powder actuated stud, Ramset or Hilti.
      b. To metal structure: self drilling screws or exposed bolts as detailed.

B. Stiffners: 3/4 inch cold rolled channel.

C. Backing: 16 gauge steel plates, 12" wide by 32" long, minimum.

PART 3 - EXECUTION

3.1 GENERAL

A. Layout to dimensions shown and scheduled.

B. Conform to ANSI A97.1 Installation of Steel Framing Members to Receive Screw Attached Gypsum Wallboard and Backing Board.

3.2 WALL FRAMING

A. Secure sill and head track with appropriate fasteners.

B. Layout studs 16" on center unless otherwise noted.

C. Secure stud to sill and head track.

D. Double stud at openings and at millwork and accessories backing; secure to metal frames.

E. Use double stud for headers; jack studs over openings.

F. Stiffen walls with channels at 4 feet on center; place channel horizontally in keyhole slots in studs, turn and wedge tightly.

G. Stiffen openings with horizontal channels.
   1. One continuous across head openings extending to third stud beyond.
   2. One at each frame anchor extending to third stud beyond.

H. Set backing plates on stud face, screw fasten; 3 screws minimum per stud or 4" on center, whichever provides more screws.

END OF SECTION
DIVISION 9 FINISHES

SECTION 09 29 00

GYPSUM BOARD

PART 1 - GENERAL

1.01 SCOPE

A. Work specified in this section:
   1. Gypsum wallboard
   2. Accessories
   3. Taping and finishing
   4. Texture finish

B. Related work specified elsewhere:
   1. Cold Formed Metal Framing: Section 05400
   4. Painting: Section 09900

1.02 REQUIREMENTS

A. Coordination: see Section 01100
   1. Coordinate with framing
   2. Ensure that inserts provided by other trades are completed.
   3. Coordinate penetrations by other trades to insure adequacy of gypsum board once rough-in work is completed.

B. Regulatory Requirements:
   1. Trade Standards: Gypsum Association, GA-216-78r Recommended Specifications for the Application and Finishing of Gypsum Board.

C. Submittals:
   1. Materials list: gypsum board, corner reinforcing, suspended ceiling systems and casing beads.
   2. Materials list and samples: acoustical lay-in panels, adhesives, and sound board.

PART 2 - PRODUCTS

2.01 GYPSUM BOARD

A. Gypsum Board: ASTM C36; fire resistive type, UL rated; Type "X" or "C" as required by manufacturer's assembly rating. 5/8" thick, maximum permissible length; ends square cut, tapered edges.

B. Water Resistant Gypsum Board at Restroom walls: Mold and Moisture Resistant, Impact Resistant, 5/8" thick.

C. Cementitious Backer board at Shower room: Impact Resistant, 5/8" thick.

2.02 ACCESSORIES

A. Type: nail on type galvanized sheet metal, sized for thickness of board; per Trade Standard.

B. Corner bead: CB-114 x 114
C. Casing bead: Type L

D. Main runners, drywall channels, hangers and accessories required for complete ceiling installation.

E. Drywall Reveal:
   1. 1/2” Aluminum Reveal, clear anodized finish
   2. 1/2” Aluminum “F” Reveal, clear anodized finish
   3. Manufacturer by Fry Reglet or approved equal.

2.03 FASTENERS

A. Screws: ASTM C646, for metal framing
   1. Type S for 20 gauge
   2. Type S-12 for 12 gauge
   3. Screw shank, bugle head
   4. Length, 1 inch minimum

B. Accessories: screws same as for type of framing as above.

2.04 TAPING AND FINISHING MATERIALS

A. Joint reinforcement tape and compound: ASTM C475.

B. Typical board
   2. Compound: premixed, plastic, low water content, low shrinkage; especially formulated for each coat.

C. Texture materials: USG, National Gypsum, or equal.

PART 3 - EXECUTION

3.01 GYPSUM WALLBOARD TYPICAL

A. Layout:
   1. Long dimension parallel to framing members; base layer of two layer assemblies parallel to framing members.
   2. Bear ends on framing.
   3. Stagger end joints from course to course.
   4. Stagger end joints on opposite side of two faced walls.
   5. Stagger joints between layers.
   6. No joints between boards shall occur at corners of openings; maintain at least one framing space away from corner.

B. Fastening:
   1. Walls: 8” on center at edges and 12” on center at field, on bearings.

3.02 ACCESSORIES

A. Location: Where board is exposed for paint and other flexible finishes and where detailed.

B. Corner Beads:
   1. At all external corners.
   2. Fasten through board into framing, 12” on center.

C. Casing Beads:
   1. At board edges abutting other materials which will not be covered by stiff finishes, where exposed.
   2. Not required at ducts, pipes, conduits, panels, outlet boxes, door frames, window frames.
3.03 TAPING AND FINISHING

A. Typical exposed surfaces: Level 5, for semi-gloss and eggshell enamel paint surfaces per Gypsum Association recommendations.
   1. Joints: reinforced with tape, 3 coats joint compound, sanded to smooth surface.
   2. Screw Heads: similar to joints except omit tape.
   3. Thin skim coat of compound shall be applied over entire surface.

B. Accessories: similar to joints except omit tape.

C. Penetrations: thoroughly fill gap between board and penetrations, tape and finish.

D. Internal corners: similar to joints except use folded tape reinforcement.

E. Finishing
   1. Apply first bed of compound, embed tape.
   2. Cover tape with second coat of compound extending beyond tape edge, to smooth surface.
   4. At third coat, cover sanded second coat with compound extending beyond second coat edge, to smooth surface.
   5. Sand third coat to smooth surface, touch up hollows and sand smooth.
   6. At board end joints, feather out tape joints.
   7. Avoid raising grain on paper.

F. Texture Finish:
   1. Spray apply finish texture coating in accordance with manufacturer's instructions.
   2. Preparation:
      a. Wipe entire surface with a damp rag to remove dust, and lay paper fibers flat.
      b. Primer shall be applied to gypsum board surfaces prior to texturing. Primer provided under Section 09900.
   3. Texture to be smooth texture as shown and described in the reference Drywall Information Trust Fund publication. The approved sample will be used as the standard of quality. Surface texture must be sufficiently smooth as to be acceptable to Architect.

END OF SECTION
DIVISION 9 FINISHES

SECTION 09 30 00

CERAMIC TILE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Furnish all labor, materials, tools, equipment and services necessary for and reasonably incidental to complete the tile work as shown on the drawings or specified.

B. Related documents, drawings and general provisions of contract, including General and Supplementary Conditions and Division 1 Specification Sections apply to work of this section.

C. Related Sections:
   1. Division 7, sealing expansion joints and other joints in tile work (joint sealant types, colors and manufacturers to be specified by Architect). 07920

1.2 REFERENCE STANDARDS

A. Comply with current editions and applicable Specifications of the following:

1.3 QUALITY ASSURANCE

A. Provide tile materials of each type, color and finish from Crossville Porcelain Stone / USA, Crossville, Tennessee. Provide setting, grouting and related materials of each type, color and finish obtained from one source.

B. Deliver, store and handle materials in accordance with manufacturer's instructions.

C. Tile contractor, by commencing the work of this section, assumes overall responsibility to assure that all assemblies, components and parts shown or required within the work of this section comply with contract documents and are compatible with each other and with the conditions and expected use.

D. Installer Qualification: Engage an installer with a minimum of five (5) commercial tile installations similar in material, design and scope to that indicated.

E. Pre-Installation Meeting: Prior to tile installation, conduct a pre-installation project meeting. Contractor, Subcontractor, Material Suppliers, Architect and Owner representative shall be notified of the meeting.

F. Extra Stock: Furnish extra stock of quantity equal to 5% of amount installed, in full-size units, for each type, color, size and finish of tile.

1.4 SUBMITTALS

A. Verification Samples: Submit the following for each type, color, size, and finish included in the work.
1. Full size tile and trim shapes, (indicate number of pieces required).

2. Grout color samples.

3. Sealant color samples or Prefabricated Joint/Transition Strip Samples

B. Product and Installation Data:

1. Porcelain tile manufacturer's product and technical data indicating compliance with applicable standards.

2. Master Grade Certificates for each type of tile issued by tile manufacturer and signed by the installer.

3. Mortar and grout manufacturer's technical data sheets indicating suitability for the installation specified and compliance with applicable standards.

4. Sealant or prefabricated joint manufacturer's product and technical data.

1.5 ENVIRONMENTAL

A. Comply with requirements of referenced standards and recommendations of material manufacturers for environmental conditions before, during and after installation.

B. Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

C. Maintain minimum and maximum temperature limits as recommended by manufacturers.

D. Protect adjacent surfaces during progress of the work in this section.

E. Illuminate the work area during installation providing the same level and angle of illumination as will be available for final inspection.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Furnish tile complying with "Standard Grade" requirements per ANSI A137.1 - 1988, for types of tile indicated.

B. Comply with ANSI Standard for Tile Installation Material and current Tile Council of America Handbook for products and materials indicated for setting and grouting.
2.2 TILE

A. Unglazed porcelain tile shall be standard grade quality as manufactured by American Olean, Porcelain mosaic tiles, to match existing tiles. No substitution is allowed.

1. Size:
   a. Wall Field tile: Unglazed Porcelain Mosaics tile, Keystone 2x2, D182 Suede Gray
   b. Wall Accent tile: Unglazed Porcelain Mosaics tile, Keystone 2x2, D148 Spa

2. Type: Porcelain tile shall be Unglazed ColorBody Porcelain Mosaics

3. Thickness: Porcelain tile shall be manufactured to specific thickness after firing and shall be nominal 1/4 inch.

4. Coefficient of Friction 0.7 dry/0.6 wet minimum.

6. According to availability, provide matching trim shapes such as bullnose, corners, borders and cove base when specified.

2.3 SETTING AND GROUTING MATERIALS:

A. Mapei Epoxy Grout, forward sample to Architect for selection.

C. Use waterproofing/Anti Fracture Membrane as required according to ANSI A118.10.

2.4 EXPANSION JOINTS, CONTROL, CONTRACTION, AND ISOLATION JOINTS:

A. Refer to most current TCA Handbook, Method EJ171 for recommendations on locating, treating and detailing various types of construction joints. NOTE: Architect must specify type of expansion joints and show location and details on drawings.

B. Use sealant complying with ASTM C920 according to Type, Grade, Class and Uses required.

C. Provide marble threshold trim strips or other edging material where tile terminates at dissimilar finishes as shown or specified.

D. Prefabricated expansion joints can also be used when suitable for installation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates where tile will be installed for compliance with requirements for installation tolerances and other conditions effecting performance of installed tile. Verify that substrates for setting tile are well cured, structurally sound dry, clean, and free from oil or waxy films, curing compounds or other coatings and surface treatments.

B. Do not proceed with installation until unsatisfactory conditions have been corrected. Commencement of work signifies acceptance of substrate and installation conditions.

3.2 PREPARATION

A. Substrate Preparation: Prepare and clean substrate in accordance with installation standards and manufacturer’s instructions, and as follows:
1. Remove protrusions, bumps and ridges by grinding or chipping.

2. Repair, fill, and level cracks, holes, depressions and rough or chipped areas in substrate using patching material recommended by setting materials manufacturer.

3. Slab to have light broom finish when tile is installed by thin-set method.

4. Ensure that the substrate is within the following tolerances:
   a. Horizontal surfaces (floors) - Maximum variation in substrate shall not exceed ¼ " in ten feet" from required plane, depending on substrate.
   b. Vertical surfaces (walls) - Maximum variation in substrate shall not exceed ¼ " in ten feet" from the required plane, depending on substrate.
   * When using tile larger than 12"x12" and a grout joint narrower than ¼"is desired a more stringent tolerance(e.g., 1/8 " in 10'), should be considered.

B. Jobsite Blending: Blend tiles before installing in accordance with reference standards to produce an even range and distribution of color and finish.

3.3 INSTALLATION

A. Manufacturers' Instructions: Perform work in compliance with standard accepted installation guidelines,

B. General Installation Standards: Install tile in accordance with ANSI A108 standards, appropriate TCA methods, and written instructions of the specified manufacturers.

1. Thin-set Floor Installations
2. Thin-set Wall Installations
3. Waterproofing membrane installations

C. Cleaning and Protection:

1. If one has been used, remove grout release and clean tile surfaces so they are free of grout residue and foreign matter, in accordance with manufacturer's instructions. If a grout haze or residue remains, use a suitable grout haze remover or cleaner and contact grout manufacturer for recommendations. Flush surface with clean water before and after cleaning. Do not use harsh hydrochloric, muriatic or sulfuric acid or acid-based cleaners to clean glazed tiles or tiles grouted with latex modified grout.

2. When a heavy residue of Portland cement grout is present, acceptable tile cleaning acids may be used. However, the grout should be allowed to cure a minimum of 10 days before this aggressive cleaning method is employed. Tile and grout shall be soaked with water before cleaning. In the absence of a recommendation from the grout manufacturer, acid cleaning may be done with a saturated solution of phosphoric or sulfamic acid, mixed in accordance with manufacturer's recommendations.

4. After cleaning, provide protective covering and maintain conditions to protect tile work from damage or deterioration. Where tiled surfaces will be subject to equipment or wheel traffic or heavy construction traffic, and during move-in of furniture and equipment, cover protective covering with 1/4" hardboard,
plywood or similar material.

4. Leave finished installation clean and free of cracked, chipped, broken, unbonded, and otherwise defective tile work.

END OF SECTION
DIVISION 9 FINISHES

SECTION 09 90 00

PAINTING

PART 1 - GENERAL

1.01 SCOPE

A. Work specified in this section to include:
   1. Field painting:
      a. Interior drywall
      b. Repainting existing finishes

1.02 REQUIREMENTS:

A. Coordination:
   1. Coordinate application of finishes with completion of substrates.
   2. Coordinate with shop coats.
   3. Protect factory finished items (casework, etc.).

B. Regulatory Requirements:
   1. Regulations: all finish paint materials shall conform to current requirements of CARB California Air Resources Board, Bay Area Air Quality Management District.

C. Submittals:
   1. Materials list: all paint products
   2. Samples: brush-out, each color, each finish, 8" x 10" size.

D. Construction Facilities:
   1. Protect all surrounding surfaces and equipment.
   2. Provide throws, drops, covers, masking.

E. Materials and Equipment:
   1. Shipping and handling: deliver in original factory-sealed containers, clearly identified with product, manufacturer, and color; all colors factory mixed.
   2. Storage and protection: store in safe, secure location; do not wash out equipment in planting areas.

PART 2 – PRODUCTS

2.01 GENERAL: Materials selected for coating systems for each type surface shall be the product of a single manufacturer, ICI Paints, Kelly Moore, or Sherwin Williams. Safety stripping at existing stairs shall be Rust-oleum AS2100 System, or an approved equal.

A. Vary colors of successive coats to distinguish between coats.

B. Interior colors shall match existing, unless noted otherwise, or selected by Architect.
2.02 PRODUCT DESCRIPTION

Thinner: as recommended by Manufacturer.
Putty: pure linseed oil putty, non-shrinking
Galvanized Metal Etching
Enamel Undercoat (drywall & plaster)
Enamel Undercoat (metal and wood)
Semi-gloss Latex Enamel (Interior)
Eggshell Latex Enamel (Interior)

2.03 INTERIOR FINISHES

A. Painted metal (shop prime coated):
   1. First and Second Coats: acrylic semi-gloss enamel.

B. Drywall
   1. First Coat: Pigmented sealer/primer (before texturing).
   3. At existing plaster and gyp bd. walls , repaint with
      2 coats semi-gloss enamel only.

C. Ferrous Metal (Primed or Unprimed):
   1. First Coat: Ferrous metal primer (unless shop primed).

PART 3 - EXECUTION

3.01 PREPARATION

A. Examine substrate for conditions which may adversely affect finish application durability and appearance. No material shall be prepainted on the ground.

B. Do not proceed until defects are corrected.

C. Mildew to be cleaned, including bleach and Trisodium Phosphate in jet stream.

D. Proceeding means acceptance of substrate conditions.

E. Working conditions:
   1. Ambient air temperature: 45°F to 75°F.
   2. Substrate temperature: 40°F to 80°F.
   3. Wind, draft: minimal, no direct wind on surface being painted.
   4. Shade: schedule work for application in shade, low sun angle or dark days for exterior work.
   5. Light: work in areas with adequate, full lighting approximating final permanent lighting.
   6. Rain: paint only on dry surfaces; do not allow rain or direct water spray to contact uncured paint surfaces.
   7. Dust: do not let dust adhere to wet surfaces; remove dust from substrates before commencing.

F. Sanding:
   1. Wood, smooth finish; prior to first coat and between coats.
   2. Metal: between coats

G. Finishing:

PAINTING
Laney Tower Miscellaneous Interior Modifications
1. Carry to natural breaks, transitions.
2. Apply each coat to uniform thickness.
3. Completely cover, without holidays, thin spots; cover with extra material and blend in; if blending is unsuccessful, recoat entire surface.
4. Color of multiple coats: alter each coat to facilitate full coverage.
5. Metal surfaces: doors and the like; if brush application cannot produce a smooth surface without laps or brush marks, use spray application.
6. Runs, drips, sags, color separation: remove defects, recoat entire surface.
7. Spray equipment: liability for use is Contractor's responsibility.

H. Repainting:
1. Remove loose, chalked and alligated paint.
2. Washdown with TSP solution to clean and de-gloss; remove residue.
3. Fill cracks, depressions with crack filler.
4. Sand as required to produce desired surface.
5. Spot prime raw substrates as needed and at edges of chipped paint.
6. Ensure that finish paint is compatible with underlying paint and substrates.
7. Use only finish coats specified in schedule unless primer is needed.

END OF SECTION
DIVISION 10 SPECIALTIES

SECTION 10 28 00

TOILET ACCESSORIES

PART 1 – GENERAL

PART 1 – GENERAL

1.01 Scope

A. Work included:
   1. Provide all labor, materials, equipment, and services required to furnish and/or install
      the toilet accessory items, as shown on drawings and specified herein.
      Sanitary Napkin Disposal
      Paper Towel Dispenser
      Semi-recessed toilet paper dispenser
      Grab bars
      Soap dispenser
      Seat cover dispenser
      Framed mirror
      Trash can
      Coat Hooks

B. Related work specified elsewhere:
   1. Section 09250 – Gypsum Wallboard

1.02 References

A. American Society of Testing and Materials (ASTM)
B. Specification for Zinc Coating (hot-dip) on Iron and Steel Hardware
C. Specification for Steel Sheet, Carbon, Cold-Rolled, Commercial Quality
D. Specification for Steel Sheet, Zinc-Coated (Galvanized or Zinc-Iron Alloy-Coated
   (Galvannealed) by the Hot-dip Process
E. Specification for Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
F. Specification for Free-Cutting Brass Rod, Bar and Shapes for Use in Screw Machines
G. Specification for Cartridge Brass Sheet, Strip, Plate, Bat and Disks (Blanks)
H. Specification for Copper-base Alloys in Ingot Form
I. Specification for Electrodeposited Coatings of Copper plus Nickel plus Chromium and
   Nickel plus Chromium
J. Specification for Flat Glass
K. Consumer Safety Specification for Grab Bars and Accessories Installed in the Bathing
   Area
1.03 Requirements

A. Coordination: See Section 01040
   1. Deliver material in ample time for proper installation sequence.

B. Submittals:
   1. Product Data: Submit product data for each toilet accessory item specified, including construction details relative to materials, dimensions, gages, profiles, mounting method, specified options, and finishes.

C. Standards:
   1. Quality per specified manufacturer’s standards.
   2. Accessories as noted on Drawings shall be accessible to and usable by the physically disabled per state regulations and ADA guidelines. These requirements include but are not limited to:
      a) Accessible Controls and Operating Mechanism: Must be operable with one hand, without tight grasping, pinching or twisting of the wrist. Force required to activate controls shall be no greater than 5 lbs (22.2N).
      b) Toilet Tissue Dispensers: do not use toilet tissue dispenser that control delivery, or do not permit continuous paper flow.

PART 2 – PRODUCTS

2.01 Toilet Room Accessories
A. Manufacturer:
   1. Bobrick
   2. Kimberly-Clark
   3. GOJO
   4. University approved equal.
   5. Bradley

B. Items: Manufacturer’s name and model number are to establish required quality, utility, and appearance only.
   1. Toilet Paper Dispenser:
      ADA-compliant: Kimberly-Clark 09608 (2 roll), or approved equal.
   2. Seat Cover Dispenser:
      Bobrick B-221, or approved equal.
   3. Grab bars:
      Heavy Duty, 18 gauge, 1-1/4" diameter x lengths shown on drawings, 304 stainless steel tubing, welded 11 gauge flanges, concealed mounting. Safety grip finish, no peening. Bobrick, or approved equal.
   4. Soap Dispenser:
      GOJO, FMX-20 #5250-06 or approved equal
   5. Trash Receptacle/Paper Towel Dispenser:
      ADA-compliant: Bobrick B-43944 or approved equal
   6. Typical Mirrors:
      Bobrick Model B1652436, stainless steel frame; L frame with welded corners. 1/4" polished plate glass. Tamper proof fasteners. 10 year guarantee.
   7. Coat Hook:
      Bobrick B-233, or approved equal. One should comply with ADA height requirement.
   8. Shower Seat:
      Bradley 9594 or approved equal

2.03 Materials
A. Stainless Steele: ASTM A666, Type 304, with No. 4 finish (satin), 0.0312-inch (0.8u-mm) minimum nominal thickness, unless otherwise indicated.

B. Brass: ASTM B19, Leaded and unleaded, flat products; ASTM B16, rods, shapes, forgings, and flat products with finished edges; ASTM B30, castings.

C. Sheet Steel: ASTM A366. Cold-rolled, commercial quality, 0.0359-inch (0.9-mm) minimum nominal thickness; surface preparation and metal pretreatment as required for applied finish.

D. Galvanized Steel Sheet: ASTM A653, G60 (A180).

E. Chromium Plating: ASTM B456, Service Condition Number SC 2 (moderate service), nickel plus chromium electrodeposited on base metal.

F. Baked Enamel Finish: Factory-applied, gloss-white, baked acrylic enamel coating.

G. Mirror Glass: ASTM C1036, Type I, Class1, Quality q2, nominal 6.0 mm (0.24-inch) thick, with silvering, electroplated copper coating, and protective organic coating complying with FS DD-M-411.


I. Fasteners: Screws, bolts and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel where concealed.

PART 3 – EXECUTION

3.01 Installation

A. Install accessories according to manufacturers’ written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

B. If mounting heights are not indicated on Drawings, comply with requirements of ADA and the DSA publication Access Compliance Plan Review Desk Manual, latest edition.

C. Install grab bars to withstand downward load of at least 300 lbs, tested according to method prescribed in ASTM F446.

D. Coordinate accessory locations with other work to avoid interference with clearances required for access by disabled persons, proper installation, adjustment, operation, cleaning, and servicing of accessories.

E. Use concealed fastening whenever possible.

F. Provide anchors, bolts and other necessary fasteners, and attach accessories securely to walls and partitions in location as shown or directed.

G. Install concealed mounting devices and fasteners fabricated of the same material as the accessories or of galvanized steel.

H. Install exposed mounting devices and fasteners finished to match the accessories.
I. Provide theft-resistant fasteners for all accessory mountings.

J. Secure washroom accessories to walls and partitions complying with the manufacturer’s instructions for each item and each type of substrate construction.

3.02 Adjusting and Cleaning

A. Adjust accessories for unencumbered, smooth operation, and verify that mechanisms function properly. Replace damaged or defective items.

B. Remove temporary labels and protective coatings.

C. Clean and polish exposed surfaces according to manufacturer’s written recommendations.

END OF SECTION
CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Disciplines: List Disciplines Affected

History: Revised 07-08-14
Revised 02-14-14
Revised 11-21-12
Revised in its entirety 11-01-12

Revised 11-16-09
Revised 09-18-07
Revised 11-15-06
Issued 09-01-99

PURPOSE: Title 24, Part 1, California Code of Regulations, Section 4-338, requires that changes to the approved plans or specifications after a contract for construction has been awarded shall be made by means of Construction Change Documents (CCDs). This Interpretation of Regulations (IR) describes those construction changes that must be submitted to the Division of the State Architect (DSA) and defines the construction change document process.

DEFINITIONS: The following definitions apply to terms used in this document:

Approved Construction Documents – Plans, specifications, addenda, deferred approvals, revisions, and construction change documents duly approved by DSA.

Change – Revisions, deletions, additions, and substitutions to approved construction documents.

Change Order – A document defining construction changes that result in changes to the contract.

Clarification – A statement from the architect or engineer in general responsible charge of the project that clarifies (but does not change) the requirements of the approved construction documents.

Contract – A written agreement for construction, alteration, repair or other construction activities associated with facilities regulated by DSA.

Construction Change – Changes to the approved construction documents after a contract for the work has been awarded.

Construction Change Document (CCD) – The documentation of construction changes.

Design Professional in General Responsible Charge – The architect or engineer in general responsible charge of the project as listed on Line 22 or 24 of form DSA 1: Application for Approval of Plans and Specifications.

Drawing – An illustration on paper or electronic medium.

Interpretation – A statement from the architect or engineer in general responsible charge of the project that interprets (but does not change) the requirements of the approved construction documents.

Responsible Design Professional – The architect or engineer in general responsible charge of the project, as listed on Line 22 or 24 of form DSA 1, or architects or engineers with delegated responsibility for portions of the project as listed on Line 25 or 26 of form DSA 1.

1. SUBMITTAL REQUIREMENTS FOR CONSTRUCTION CHANGES:

After a contract for the work has been let, changes to the approved construction documents shall be made by means of CCD.

It is the responsibility of the design professional in general responsible charge to determine if
changes affect the Structural, Access or Fire & Life Safety portions of the project. (See Section 4 below about statement on verified report.)

The design professional in responsible charge shall prepare the CCD and is responsible for code and process compliance.

The following define requirements for submittal of CCD to DSA.

1.1 Changes to or affecting the Structural, Access or Fire & Life Safety portions of the project:
   - These changes shall be classified as **CCD Category A**.
   - CCD Category A are required to be submitted to and approved by DSA prior to commencement of the affected work.
   - CCD Category A must be submitted to DSA using the Application for Approval of Construction Change Document - CCD Category A (form DSA 140) depicted in Appendix A of this IR and available on the [DSA forms page](http://www.dgs.ca.gov/dsa/Forms.aspx). Submittal process requirements are defined in Section 2 of this IR and must be followed.

1.2 Changes NOT affecting the Structural Safety, Access Compliance or Fire & Life Safety portions:
   - These changes shall be classified as **CCD Category B**.
   - CCD Category B are not required to be submitted to DSA unless specifically required, in writing, by DSA.
   - If DSA requires any CCD Category B to be submitted, then they shall be submitted to DSA using the Application for Concurrence of Construction Change Document – CCD Category B (form DSA 141) depicted in Appendix B of this document and available on the DSA web site, forms page, at: http://www.dgs.ca.gov/dsa/Forms.aspx.
   - If DSA requires a CCD Category B to be submitted, then DSA will review for concurrence that it does not contain changes to or affect the Structural, Access or Fire & Life Safety portions of the project. If necessary, and at its sole discretion, DSA will reassign the CCD to Category A.

1.3 Change Orders: Change Orders are not required to be submitted to DSA. The CCD process replaces the need to submit Change Orders (except as noted in Section 7).

Changes to the construction cost are reported to DSA using form [DSA-168: Statement of Final Actual Project Cost](http://www.dgs.ca.gov/dsa/Forms.aspx) at the conclusion of the project.

2. **SUBMITTAL PROCESS:**

Submittal of CCDs must conform to the following requirements:

2.1 Must be submitted by the design professional in general responsible charge.

2.2 Must be submitted to DSA using the appropriate form. The forms are shown in the Appendices of this IR and are available on the [DSA forms page](http://www.dgs.ca.gov/dsa/Forms.aspx).

2.3 Each CCD submittal must use a separate DSA CCD Category form.

2.4 Each submittal must contain one DSA CCD Category form bound with two copies of the subject CCD except as noted in Item 2.15.
2.5 The DSA CCD Category form must be filled out completely, leaving no fields blank.

2.6 Each CCD must be uniquely numbered. The numbering may be numeric or alphanumeric.
   - If the submitted CCD is returned by DSA not approved, the CCD number used in the original submittal must remain the same for any subsequent re-submittals.
   - If a submitted CCD Category B is returned by DSA not approved, the CCD number used in the original submittal must remain the same when re-submitting as a CCD Category A.

2.7 Changes must be described clearly and completely.

2.8 Drawings, specifications, and calculations must be stamped and signed by the responsible design professional.

2.9 Reference to the specific portions of the drawings or specifications that are being changed must be included.

2.10 Changes to any testing or inspection requirements associated with the proposed change must be clearly described.

2.11 Each page in the CCD, including the pages in each attachment, shall be clearly and uniquely numbered. All drawings attached to describe the changes shall be clearly numbered, labeled, and referenced.

2.12 When drawings containing DSA approval stamps are revised and reissued as part of the CCD, all of the following requirements must be met:
   - Images of all DSA approval stamps must be removed from the drawing (or crossed out) prior to making any changes to the drawings.
   - Each change shall be clouded and identified on the drawing.
   - All drawings must be re-stamped and re-signed by the responsible design professional.

2.15 CCD Submittal to DSA: DSabox is utilized for CCD submittals for construction projects established in the DSabox on or after June 1, 2013 that have had Inspection Cards issued. CCD submittals to DSabox are made by the design professional in general responsible charge using the CCD submissions folder in the AE track in DSabox. Each CCD shall be submitted as a single document and include form DSA 140 or DSA 141 as the first page. The design professional should contact the Regional Office to determine file size limitations and submittal guidelines, and review DSabox instructions in the DSabox External Library, Module 2.13.

For all other projects, the CCD submittal must be by mail or delivery, unless directed otherwise by the DSA Regional Office. Fax submittals are not acceptable.

3. REVIEW BY DSA:

DSA will charge fees in accordance with IR A-30 for all Type A and Type B CCDs submitted to DSA for approval.

3.1 CCD Category A

- DSA reviews CCD Category A for minimum compliance with the codes regulating the Structural, Access and Fire & Life Safety portions of the project.
CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

• If not approved by DSA, then both copies of the CCD are returned to the design professional in general responsible charge for correction. DSA will return the document for correction with a form DSA 143 attached indicating the status of the review and any specific instructions necessary for approval. After corrections are made then the CCD is re-submitted (must include the DSA comments and a copy of the form DSA 143 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. For electronic submittals, the form DSA 143 may not be included by DSA. If this is the case, the above information about the form DSA 143 is not applicable.

• If approved by DSA, then DSA retains one approved copy of the CCD and returns the other approved copy to the design professional in general responsible charge (see Section 4 for requirements for distribution by the design professional in general responsible charge).

3.2 CCD Category B

• DSA reviews CCD Category B to provide concurrence that the changes do not affect the Structural, Access or Fire & Life Safety portions of the project.

• DSA approval of CCD Category B is not approval for code compliance, but is concurrence that the documents do not change the Structural, Access and/or Fire & Life Safety portions of the project.

• If not approved by DSA, then both copies of the CCD are returned to the design professional in general responsible charge for correction (DSA will return the document for correction with a form DSA 143 attached indicating the status of the review and any specific instructions necessary for approval). After corrections are made, then the CCD is re-submitted using CCD Category A form DSA 140 (must include the DSA comments and a copy of the form DSA 143 from the previous unapproved submittal) following the submittal process outlined in Section 2 of this IR. For electronic submittals, the form DSA 143 may not be included by DSA. If this is the case, then the above information about the form DSA 143 is not applicable.

• If approved by DSA, one approved copy of the CCD will be retained by DSA. The second approved copy will be returned to the design professional in general responsible charge.

4. DUTIES OF DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

4.1 Distribution of CCD Category A Documents: The design professional in general responsible charge shall provide the contractor and project inspector with DSA approved CCD Category A prior to commencement of work shown thereon.

4.2 CCD Category A Statement in Final Verified Report: The final verified report (form DSA 6AE) from the design professional in general responsible charge must include a statement that all changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project have been approved by DSA.

5. DUTIES OF THE PROJECT INSPECTOR:

5.1 Record-keeping: The project inspector shall maintain, in her/his job file, a copy of all approved CCD Category A documents. The inspector is required to maintain complete records of these documents. These documents shall be maintained in an organized manner so that they are readily available.
5.2 Monitoring of Changes: If the project inspector determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), the inspector shall notify the design professional in responsible charge and DSA. Any work affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project that is not performed in accordance with DSA approved documents must be reported as a deviation.

6. MONITORING OF CHANGES BY THE DSA:

If the DSA determines that changes to the plans or specifications appear to require DSA approval (changes affecting the Structural Safety, Access Compliance or Fire & Life Safety portions of the project), DSA shall notify the design professional in responsible charge and require the changes to be submitted or require evidence the changes are CCD Category B.

7. TRANSITION:

The following provides direction for submittal of construction change documents (Change Orders, FCDs or CCDs) for projects in various stages of completion of construction. All projects for which construction commences on or after January 2, 2013 are required to use the CCD process described in this IR.

7.1 Projects for which, prior to November 1, 2012, construction is essentially complete, having been issued a DSA 90-day letter or “closed uncertified” by DSA: Projects in this category may have an issue of “unresolved change orders” or “unresolved Field Change Documents (FCDs).” The status of these could be:

- Change orders or FCDs have been submitted to DSA and are pending review or unapproved.
- Change orders or FCDs have not been submitted to DSA.

To resolve this issue, see the following options:

Change Orders:

Option #1: Submit/resubmit the change orders and obtain DSA approval. The cost information in the change order need not be included.

Option #2: If any or all of the “unresolved change orders” are changes that do not affect the Structural Safety, Access Compliance, or Fire & Life Safety components or portions of the project, then, in lieu of the change orders, form DSA 310 may be submitted. The specific change orders must be listed, by number, on the form.

FCDs:

Option #1: If the FCD has been previously submitted to DSA, then resubmit the FCD and obtain DSA approval.

Option #2: For changes that affect the Structural Safety, Access Compliance, or Fire & Life Safety portions of the project, but have not resulted in a change order, and have not been previously submitted as an FCD, then submit as CCD Type A.

7.2 Projects for which construction commenced prior to January 2, 2013 and do not fall into the category defined in Section 7.1:

- For change orders or FCDs that have been submitted to DSA, see options listed in section 7.1.
CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

- From November 1, 2012 to January 1, 2013: If previously unsubmitted change orders or FCDs are submitted, DSA staff will assign them as CCD Category A, assign the change order/FCD number as the CCD number, and process them accordingly.

- On or after January 2, 2013: the CCD process must be followed for all new, previously un-submitted construction changes. If previously unsubmitted change orders or FCDs are submitted, DSA staff will return them as rejected, not approved and require them to be resubmitted as CCD.

7.3 Projects for which construction commences on or after January 2, 2013:
Use the CCD process described in this IR.

APPENDICES

- Appendix A - Form DSA 140 (Application for Approval of Construction Change Document – CCD Category A)
- Appendix B - Form DSA 141 (Application for Concurrence of Construction Change Document – CCD Category B)
- Appendix C - Sample CCD Category A
- Appendix D - Sample CCD Category B

REFERENCES:
California Code of Regulations (CCR) Title 24
Part 1: California Administrative Code, Sections 4-338 and 4-341

This administrative interpretation of regulations (IR) is intended for use by the Division of the State Architect (DSA) staff, and as a resource for design professionals, to promote more uniform statewide criteria for plan review and construction inspection of projects within the jurisdiction of DSA which includes State of California public elementary and secondary schools (grades K-12 and community colleges), and state-owned or state-leased essential services buildings. This IR indicates acceptable practices as stipulated in the California Administrative code (CCR, Title 24, Part 1) and aligning with DSA policies and procedures. This IR is reviewed on a regular basis and is subject to revision at any time. Please check the DSA website for currently effective IRs. Administrative and technical IRs are listed on the DSA website at: http://www.dgs.ca.gov/dsa/Resources/IRManual.aspx

Administrative IRs are effective upon publication. Questions regarding the effect for existing projects can be directed to the DSA Regional Office with plan review and construction oversight authority for the project.
## Appendix A - Form DSA-140 (Application for Approval of CCD Category A)

<table>
<thead>
<tr>
<th>Field</th>
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<tbody>
<tr>
<td>CCD #:</td>
</tr>
<tr>
<td>DSA FILE #:</td>
</tr>
<tr>
<td>DSA APPL #:</td>
</tr>
<tr>
<td>APPLICATION FOR APPROVAL OF</td>
</tr>
<tr>
<td>CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A</td>
</tr>
<tr>
<td>Changes to or affecting the Structural Safety, Access Compliance or Fire &amp; Life Safety Portions of the Project</td>
</tr>
<tr>
<td>Please Print or Type all Information - or fill out on-line and print for signatures</td>
</tr>
<tr>
<td>ALL FIELDS MUST BE COMPLETED</td>
</tr>
<tr>
<td>See DSA IR A-6 for submittal requirements</td>
</tr>
</tbody>
</table>

1. **Name of Project:**

2. **Applicant Information:**
   - Firm Name:
   - Contact Name:
   - Address:
   - Phone Number:
   - e-mail:

3. **Name of Design Professional in General Responsible Charge:**

4. **Professional License Type**
   - [ ] Architect
   - [ ] Structural Engineer
   - License Number

5. **Design Professional in General Responsible Charge Statement:** The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

   **Signature:**
   
   **DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE**

6. **Brief Description of construction change (attach additional sheets if needed):**

7. **List of attachments:**

8. **List of DSA approved documents affected by this CCD:**

9. **NOTE:** Check here [ ] to confirm that all CCD drawings and calculations have been stamped and signed by the responsible design professional.
Appendix B - Form DSA-141 (Application for Concurrency of CCD Category B)

1. Name of Project: ____________________________

2. Applicant Information:
   Firm Name: ____________________________
   Contact Name: ____________________________
   Address: ____________________________
   Phone Number: ____________________________ e-mail: ____________________________

3. Name of Design Professional in General Responsible Charge: ____________________________

4. Professional License Type  □ Architect  □ Structural Engineer  License Number: ____________________________

5. Statement of Responsibility, Design Professional in General Responsible Charge: I attest that the scope of the Construction Change Documents referenced above does not contain changes to the components or systems of the structural, access and/or fire-life safety portions of the project as described in Title 24, Part 1, Section 4-338(c) of the California Code of Regulations.
   I understand any DSA approval of these Construction Change Documents is not approval for code compliance, but is concurrence that the documents do not change the structural, access and/or fire-life safety portions of the project.
   Signature: ____________________________
   DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. Brief Description of construction change (attach additional sheets if needed):

7. List of attachments:

8. List of DSA approved documents affected by this CCD:
Appendix C - Sample CCD Category A

Division of the  
State Architect  
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

CCD #: OS  
DSA FILE #: 27 - CF  
DSA APPL #: 24 - 119119X  
Date 5-8-15

APPLICATION FOR APPROVAL OF  
CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY A  
Changes to or affecting the Structural Safety, Access Compliance or Fire & Life Safety Portions of the Project  
Please Print or Type all Information - or fill out on-line and print for signatures  
ALL FIELDS MUST BE COMPLETED  
See DSA IR A-8 for submittal requirements

1. Name of Project: BEST SCHOOL

2. Applicant Information:
   Firm Name: ABC ARCHITECTS
   Contact Name: PAT SMITH
   Address: 1444 ARCH DRIVE, SAN DIEGO, CA 92127
   Phone Number: 888-555-1111  
   e-mail: PAT@ABC.COM

3. Name of Design Professional in General Responsible Charge: ROBIN HANKS

4. Professional License Type  X  Architect  [ ] Structural Engineer  
   License Number C72475

5. Design Professional in General Responsible Charge Statement: The attached Construction Change Documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.
   Signature: [Signature]
   DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. Brief Description of construction change (attach additional sheets if needed):  
   CHANGE BOLTS TO LAGS ON DETAIL 7/35

7. List of attachments:
   DETAIL SHEET #1 & CALC SHEET #1 (2 SHEETS TOTAL)

8. List of DSA approved documents affected by this CCD:
   SHEET 45 DETAIL #7

9. NOTE: Check here to confirm that all CCD drawings and calculations have been signed by the responsible design professional.

FORM DSA-140  
(rev 11-12-12)  
CALIFORNIA DEPARTMENT OF GENERAL SERVICES
Appendix C - Sample CCD Category A (continued)

DOUBLE TOP PL
SEE PLANS

BEAM

<table>
<thead>
<tr>
<th>TYPE</th>
<th>SCREWS</th>
</tr>
</thead>
<tbody>
<tr>
<td>TYPE A</td>
<td>16 - 5/8&quot; LAG</td>
</tr>
<tr>
<td>TYPE B</td>
<td>24 - 5/8&quot; LAG</td>
</tr>
</tbody>
</table>

NOTE:
1. LOCATE SCREWS AT CENTER LINE OF TOP PLATE.
2. SPLIT TOTAL NUMBER OF SCREWS EACH SIDE OF SPLICE.
3. FOR INFO NOT SHOWN SEE

5-5

ALTERNATE TO DETAIL

CL-1

SHEET 1 OF 1

Project Name: IDEST SCHOOL
DSA Application #: 04-19919
CCD Number: 05
Date: 5/5/15
Appendix C - Sample CCD Category A (continued)

**PROJECT:** NEW SCHOOL

**DSA #:** 04-119119X

**CCD #:** 05

**DATE:** 5/5/15

**CCD SH#** 242 (CALC SH# 1)

**CHANGE DETAIL** 7/6" FROM BOLTS TO LAG

FROM 7/6" 3/4" BOLTS 2X TO 4X

VAL = 1.2k

CHANGE TO 5/8" LAG (1 1/2" Axle Member)

VAL = 0.9k

1. USE 2 - 5/8" LAG TO REPLACE 1 - 3/4" BOLT

SPACE 4d = 4 x 5/8 = 2 1/2" -> USE 3MIN.

FROM 7/6" TWO TYPES OF SPACER.

**TYPE A** USES 8 - 3/4" BOLTS

REPLACE W/ 16 - 5/8" LAG.

**TYPE B** USES 12 - 3/4" BOLTS

REPLACE W/ 24 - 5/8" LAG.
DIVISION OF THE STATE ARCHITECT
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

DA A-6
CONSTRUCTION CHANGE DOCUMENT SUBMITTAL AND APPROVAL PROCESS

Appendix D - Sample CCD Category B

Division of the State Architect
CALIFORNIA DEPARTMENT OF GENERAL SERVICES

FORM
DSA-141
Revised 1/1/12

CCD#: 00

APPLICATION FOR CONCURRENCE OF CONSTRUCTION CHANGE DOCUMENT - CCD CATEGORY B

Changes NOT affecting the Components or Systems of the Structural, Access or Fire & Life Safety Portions of the Project

Please Print or Type all Information - or fill out on-line and print for signatures

ALL FIELDS MUST BE FILLED See DSA IR A-6 for submittal requirements

1. Name of Project: BEST SCHOOL

2. Applicant Information:
   Firm Name: ABC ARCHITECTS
   Contact Name: PAT SMITH
   Address: 1444 ARCH DRIVE, SAN DIEGO CA 92127
   Phone Number: 888-555-1111 e-mail: PAT@ABC.COM

3. Name of Design Professional in General Responsible Charge: ROBIN HANKS

4. Professional License Type: X Architect  □ Structural Engineer  License Number: C-72475

5. Statement of Responsibility, Design Professional in General Responsible Charge: I attest that the scope of the Construction Change Documents referenced above does not contain changes to the components or systems of the structural, access and/or fire-life safety portions of the project as described in Title 24, Part 1, Section 4-333(c) of the California Code of Regulations.

   I understand that DSA approval of these Construction Change Documents is not approval for code compliance, but is concurrence that the documents do not change the structural, access and/or fire-life safety portions of the project.

   Signature: □
   DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. Brief Description of construction change (attach additional sheets if needed):
   ADD STOP SIGN - SHEET A-1  GRID 5-A

7. List of attachments:
   DETAIL SHEET #1  (1 SHEET TOTAL)

8. List of DSA approved documents affected by this CCD:
   SHEET A-1