Peralta Community College District

Project Manual for:

Bid No. 15-16/13

Laney College Theater Renovation
Project Number: 2314

Located at:
900 Fallon Street, Oakland, CA 94607
November 27, 2015

Peralta Community College District
Department of General Services
Osafran Okundaye, Facilities Project Manager
(510) 587-7823

WLC Architects
2600 Tenth Street, Suite 500
Berkeley, California 94610

Advertisement Date: 11/27/15 & 12/4/15
Bid Date: 12/17/15
# LANEY COLLEGE THEATER RENOVATION

## DOCUMENT 00 0110

### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Division</th>
<th>Section</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>00 01</td>
<td><strong>INTRODUCTORY INFORMATION</strong></td>
</tr>
<tr>
<td></td>
<td>01 01</td>
<td>Title Page</td>
</tr>
<tr>
<td></td>
<td>01 10</td>
<td>Table of Contents</td>
</tr>
<tr>
<td></td>
<td>01 15</td>
<td>Drawing List</td>
</tr>
<tr>
<td></td>
<td>00 11</td>
<td><strong>BIDDING REQUIREMENTS</strong></td>
</tr>
<tr>
<td></td>
<td>11 13</td>
<td>Notice Inviting Bids</td>
</tr>
<tr>
<td></td>
<td>21 13</td>
<td>Instructions to Bidders</td>
</tr>
<tr>
<td></td>
<td>00 41</td>
<td><strong>BID FORMS AND BID SUBMITTALS</strong></td>
</tr>
<tr>
<td></td>
<td>41 13</td>
<td>Bid Form</td>
</tr>
<tr>
<td></td>
<td>43 13</td>
<td>Bond Accompanying Bid</td>
</tr>
<tr>
<td></td>
<td>43 14</td>
<td>Bidder Registration Form</td>
</tr>
<tr>
<td></td>
<td>43 30</td>
<td>Subcontractors List</td>
</tr>
<tr>
<td></td>
<td>45 13</td>
<td>Statement of Qualifications</td>
</tr>
<tr>
<td></td>
<td>45 19</td>
<td>Non-Collusion Affidavit</td>
</tr>
<tr>
<td></td>
<td>45 46</td>
<td>Bidder Certifications</td>
</tr>
<tr>
<td></td>
<td>00 51</td>
<td><strong>CONTRACT FORMS</strong></td>
</tr>
<tr>
<td></td>
<td>51 00</td>
<td>Notice of Award</td>
</tr>
<tr>
<td></td>
<td>52 00</td>
<td>Agreement</td>
</tr>
<tr>
<td></td>
<td>61 13.13</td>
<td>Construction Performance Bond</td>
</tr>
<tr>
<td></td>
<td>61 13.16</td>
<td>Construction Labor and Material Payment Bond</td>
</tr>
<tr>
<td></td>
<td>62 90</td>
<td>Escrow Agreement for Security Deposits in Lieu of Retention</td>
</tr>
<tr>
<td></td>
<td>63 25</td>
<td>Substitution Request Form</td>
</tr>
<tr>
<td></td>
<td>65 00</td>
<td>Release of Claims</td>
</tr>
<tr>
<td></td>
<td>65 36</td>
<td>Guaranty</td>
</tr>
<tr>
<td></td>
<td>00 72</td>
<td><strong>CONDITIONS OF THE CONTRACT</strong></td>
</tr>
<tr>
<td></td>
<td>72 00</td>
<td>General Conditions</td>
</tr>
<tr>
<td></td>
<td>73 00</td>
<td>Labor Compliance Program</td>
</tr>
<tr>
<td></td>
<td>7316</td>
<td>Supplementary Conditions</td>
</tr>
<tr>
<td></td>
<td>73 39</td>
<td>Small Local Business Enterprise</td>
</tr>
<tr>
<td></td>
<td>73 80</td>
<td>Apprenticeship Program</td>
</tr>
<tr>
<td></td>
<td>82 50</td>
<td>Project Labor Agreement</td>
</tr>
<tr>
<td></td>
<td>82 55</td>
<td>PLA Side Letter</td>
</tr>
<tr>
<td></td>
<td>91 13</td>
<td>Addenda</td>
</tr>
<tr>
<td>Division</td>
<td>Section</td>
<td>Title</td>
</tr>
<tr>
<td>------------------</td>
<td>---------</td>
<td>--------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>DIVISION 01 - GENERAL REQUIREMENTS</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>01 11 00</td>
<td>Summary of the Work</td>
<td></td>
</tr>
<tr>
<td>01 25 13</td>
<td>Product Substitution Procedures</td>
<td></td>
</tr>
<tr>
<td>01 31 00</td>
<td>Project Management and Coordination</td>
<td></td>
</tr>
<tr>
<td>01 32 17</td>
<td>Construction Schedule – Bar Chart</td>
<td></td>
</tr>
<tr>
<td>01 33 00</td>
<td>Submittal Procedure</td>
<td></td>
</tr>
<tr>
<td>01 35 16</td>
<td>Alteration Project Procedures</td>
<td></td>
</tr>
<tr>
<td>01 42 00</td>
<td>Reference Standards</td>
<td></td>
</tr>
<tr>
<td>01 43 00</td>
<td>Quality Assurance</td>
<td></td>
</tr>
<tr>
<td>01 45 29</td>
<td>Testing Laboratory Services</td>
<td></td>
</tr>
<tr>
<td>01 61 00</td>
<td>Product Requirements</td>
<td></td>
</tr>
<tr>
<td>01 74 19</td>
<td>Construction Waste Management and Disposal</td>
<td></td>
</tr>
<tr>
<td>01 77 00</td>
<td>Closeout Procedures</td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 02 – EXISTING CONDITIONS</strong></td>
<td>02 41 19</td>
<td>Selective Demolition</td>
</tr>
<tr>
<td></td>
<td><strong>DIVISION 03 – CONCRETE (NOT USED)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>DIVISION 04 – MASONRY (NOT USED)</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>DIVISION 05 – METALS (NOT USED)</strong></td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 06 – WOOD, PLASTICS AND COMPOSITES</strong></td>
<td>06 10 00</td>
<td>Rough Carpentry</td>
</tr>
<tr>
<td><strong>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</strong></td>
<td>07 21 16</td>
<td>Blanket Insulation</td>
</tr>
<tr>
<td><strong>DIVISION 08 – OPENINGS (NOT USED)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 09 – FINISHES</strong></td>
<td>09 64 53</td>
<td>Wood Stage Flooring</td>
</tr>
<tr>
<td></td>
<td>09 90 00</td>
<td>Painting</td>
</tr>
<tr>
<td><strong>DIVISION 10 – SPECIALTIES (NOT USED)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DIVISION 11 – EQUIPMENT</strong></td>
<td>11 61 33</td>
<td>Stage Rigging System Renovation &amp; Portable Vinyl Floor</td>
</tr>
<tr>
<td><strong>DIVISION 26 – 49 (NOT USED)</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**END OF DOCUMENT**
## DOCUMENT 00 0115

LIST OF DRAWINGS, TABLES AND SCHEDULES

### DRAWINGS

<table>
<thead>
<tr>
<th>Sheet Number</th>
<th>File Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A0.1</td>
<td></td>
<td>GENERAL NOTES &amp; PROJECT DIRECTORY</td>
</tr>
<tr>
<td>A2.1</td>
<td></td>
<td>FIRST FLOOR PLAN STAGE AREA</td>
</tr>
<tr>
<td>TR2.2.</td>
<td></td>
<td>DLOOR ASSEMBLY AND DETAILS</td>
</tr>
<tr>
<td>TL2.1</td>
<td></td>
<td>THEATRICAL ELECTRICAL FIRST FLOOR PLAN</td>
</tr>
<tr>
<td>TR2.1</td>
<td></td>
<td>THEATRICAL RIGGING FIRST FLOOR PLAN</td>
</tr>
</tbody>
</table>

### TABLES (NOT USED)

### SCHEDULES (NOT USED)

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END OF DOCUMENT
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 17, 2015 for the following public work:

Peralta Community College District
Laney College Theater Renovation
900 Fallon Street, Oakland, CA 94607

Project Description: The Work includes the replacement of the existing wood flooring of the theater stage and the original stage rigging fixtures & equipment.

The Laney College Theater Renovation 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

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 10:00 AM on December 4, 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 THEATER RENOVATION
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 Osafran Okundaye, (510) 587-7823 (ookundaye@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 (jhiber@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
LANEY COLLEGE THEATER RENOVATION

DOCUMENT 00 4113

BID FORM

TO THE BOARD OF TRUSTEES OF THE PERALTA COMMUNITY COLLEGE DISTRICT

THIS BID IS SUBMITTED BY:

____________________________________________________________________________________

(Firm/Company Name)

Re: Laney College Theater Renovation, 900 Fallon Street, Oakland, CA 94607, Bid No. 15-16/15

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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<tbody>
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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>XXXX</td>
<td>Allowance</td>
<td>$25,000</td>
<td>$25,000</td>
</tr>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
<td>Base bid. All Work of Contract Documents other than Work separately provided for under other Bid items</td>
<td>$</td>
<td>$</td>
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</tbody>
</table>

**TOTAL**

<table>
<thead>
<tr>
<th>TOTAL BID PRICE</th>
<th>$</th>
</tr>
</thead>
</table>

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: _________________.

(Place of Incorporation, if Applicable)           (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)
Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code)  (Number)

(Area Code)  (Number)

Fax Number(s):

(Area Code)  (Number)

(Area Code)  (Number)

Date of Bid:

END OF DOCUMENT
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)

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 Bid No. 15-16/13 Laney College Theater Renovation, 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
LANEY COLLEGE THEATER RENOVATION

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: _____ 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: ________________________________

Address: __________________________________________________

Phone and Fax: __________________________________________________

Policy Number: ________________________________________________

Bidder Registration Form
Laney College Theater Renovation
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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(Bidder to attach additional sheets if necessary)

END OF DOCUMENT
LANEY COLLEGE THEATER RENOVATION

DOCUMENT 00 4513

STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION WORK

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 bold), 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 _____
   - New Hires 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 Theater Renovation
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>
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</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: _______________________________

   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: _______________________________

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 THEATER RENOVATION
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 ____________________________________________

Non-Collusion Affidavit
Laney College Theater Renovation
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 THEATER RENOVATION

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 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
LANEY COLLEGE THEATER RENOVATION

DOCUMENT 00 5100

NOTICE OF AWARD

Dated ____________________________

TO: ______________________________

ADDRESS: ____________________________

CONTRACT NO.: ____________________________

CONTRACT FOR: Peralta Community College District,
Laney College Theater Renovation
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 Osafran Okundaye, (510) 587-7823. Questions
regarding bonds and insurance may be directed to Osafran Okundaye.

Notice of Award
Laney College Theater Renovation
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
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:

Bid No. 15-16/13
Laney College Theater Renovation 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 Calendar Days from the Commencement Date.

B. Contractor shall achieve Final Completion of the entire Work 75 Calendar 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. 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>
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<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>
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<td>00 43 14</td>
<td>Bidder Registration Form</td>
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<td>00 43 30</td>
<td>Subcontractors List</td>
</tr>
<tr>
<td></td>
<td>00 45 13</td>
<td>Statement of Qualifications</td>
</tr>
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<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>
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CONTRACT FORMS

00 51 00 Notice of Award
00 52 00 Agreement
00 61 13.13 Construction Performance Bond
00 61 13.16 Construction Labor and Material Payment Bond
00 62 90 Escrow Agreement for Security Deposits in Lieu of Retention
00 63 25 Substitution Request Form
00 65 00 Release of Claims
00 65 36 Guaranty

CONDITIONS OF THE CONTRACT

00 72 00 General Conditions
00 73 00 Labor Compliance Program
00 7316 Supplementary Conditions
00 73 39 Small Local Business Enterprise
00 73 80 Apprenticeship Program
00 82 50 Project Labor Agreement
00 82 55 PLA Side Letter
00 91 13 Addenda

DIVISION 01 - GENERAL REQUIREMENTS

01 11 00 Summary of the Work
01 25 13 Product Substitution Procedures
01 31 00 Project Management and Coordination
01 32 17 Construction Schedule – Bar Chart
01 33 00 Submittal Procedure
01 35 16 Alteration Project Procedures
01 42 00 Reference Standards
01 43 00 Quality Assurance
01 45 29 Testing Laboratory Services
01 61 00 Product Requirements
01 74 19 Construction Waste Management and Disposal
01 77 00 Closeout Procedures

DIVISION 02 – Existing Conditions

02 41 19 Selective Demolition

DIVISION 06 – WOOD, PLASTICS AND COMPOSITES

06 10 00 Rough Carpentry

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

07 21 16 Blanket Insulation

DIVISION 09 – FINISHES

09 64 53 Wood Stage Flooring
09 90 00 Painting

DIVISION 11 – EQUIPMENT

11 61 33 Stage Rigging System Renovation & Portable Vinyl Floor
LIST OF DRAWINGS

<table>
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<tr>
<th>Sheet Number</th>
<th>File Number</th>
<th>Description</th>
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<td>GENERAL NOTES &amp; PROJECT DIRECTORY</td>
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<td>A2.1</td>
<td></td>
<td>FIRST FLOOR PLAN STAGE AREA</td>
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<tr>
<td>TR2.2</td>
<td></td>
<td>DLOOR ASSEMBLY AND DETAILS</td>
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<td>THEATRICAL ELECTRICAL FIRST FLOOR PLAN</td>
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<tr>
<td>TR2.1</td>
<td></td>
<td>THEATRICAL RIGGING FIRST FLOOR PLAN</td>
</tr>
</tbody>
</table>

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: _________________________________
    (Signature)

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

**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
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
KNOW ALL PERSONS BY THESE PRESENTS:

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 Theater Renovation

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___.

**CONTRACTOR AS PRINCIPAL**

<table>
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<tr>
<th>Company:</th>
<th>Signature</th>
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<tr>
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<td>Name</td>
</tr>
<tr>
<td>Title</td>
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<td>Street Address</td>
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<tr>
<td>City, State, Zip Code</td>
<td>City, State, Zip Code</td>
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**SURETY**

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<tbody>
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</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 Theater Renovation 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. Owner shall make 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.

3. 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.

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

5. 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**

<table>
<thead>
<tr>
<th>Title</th>
<th></th>
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</table>

**CONTRACTOR**

<table>
<thead>
<tr>
<th>Title</th>
<th></th>
</tr>
</thead>
</table>

Escrow Agreement for Security
Deposits in Lieu of Retention
Laney College Theater Renovation

00 6290 - 2
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.

END OF DOCUMENT
PERALTA COMMUNITY COLLEGE DISTRICT
LANEY COLLEGE THEATER RENOVATION

DOCUMENT 00 6325

SUBSTITUTION REQUEST FORM

To: The Peralta Community College District, Owner

<table>
<thead>
<tr>
<th>PROJECT:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Project No:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Substitution Request By:</th>
<th>Firm:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Transmittal Record</th>
<th>Attn:</th>
<th>Firm:</th>
<th>Date Sent:</th>
<th>Date Rec’d:</th>
<th>Date Due:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor to Owner</td>
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<tr>
<td>Contractor to Architect</td>
<td></td>
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<tr>
<td>Owner / Architect to Consultant</td>
<td></td>
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<tr>
<td>Architect to Owner Representative</td>
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<tr>
<td>Owner Representative to Contractor</td>
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</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Section / Drawing</th>
<th>Article</th>
<th>Specified Item</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

Proposed Substitution:

<p>| |</p>
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</tr>
</tbody>
</table>

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:
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? Yes / No. If No, please explain proposed mitigation and why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution? Yes / No. If No, please state reasons explain why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>C. What effect does the substitution have on other trades? No effect: / Some effect__. If substitution will affect other trades, please explain the effect and why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten? If the substitution will add to schedule dates or affect critical activities, please explain why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>E. Please describe differences between proposed substitution and specified item? Please explain and identify any and all differences, and please explain why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>F. What is the Cost Differential to Contractor in original specified item and proposed substitution including all mark-ups? [If substitution requested during bid period, skip this question.]</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>G. Are Manufacturer’s guarantees for the proposed item the same as for item specified? Yes <strong><strong>; No</strong></strong>. If No, please explain why substitution is equivalent to originally specified item:</th>
</tr>
</thead>
</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: __________________________

Consultant Response:  
  o Accepted
  o Not Accepted
  o Accepted As Noted
  o Received Too Late

Owner Representative Response:  
  o Accepted
  o Not Accepted
  o Accepted As Noted
  o Received Too Late

Remarks: __________________________

By: __________________________

END OF DOCUMENT
LANEY COLLEGE THEATER RENOVATION

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>
</tr>
</thead>
<tbody>
<tr>
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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, contractors, 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.
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 Theater Renovation, 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
<table>
<thead>
<tr>
<th>Article</th>
<th>Subsections</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.01</td>
<td>Interpretation Of Documents</td>
<td>1</td>
</tr>
<tr>
<td>1.02</td>
<td>Order Of Precedence Of Documents</td>
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</tr>
<tr>
<td>2.01</td>
<td>Pre-Bid Investigations Required</td>
<td>1</td>
</tr>
<tr>
<td>2.02</td>
<td>Limited Reliance Permitted On Owner’s Existing Conditions Data</td>
<td>2</td>
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<tr>
<td>2.03</td>
<td>Pre-Bid Investigation Requirements For Excavation And Utilities Relocation Projects</td>
<td>2</td>
</tr>
<tr>
<td>3.01</td>
<td>Subcontractor Listing Law</td>
<td>3</td>
</tr>
<tr>
<td>3.02</td>
<td>Subcontracts</td>
<td>3</td>
</tr>
<tr>
<td>4.01</td>
<td>Intent Of Drawings And Specifications</td>
<td>3</td>
</tr>
<tr>
<td>4.02</td>
<td>Checking Of Drawings And Specifications</td>
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</tr>
<tr>
<td>4.03</td>
<td>Interpretation Of Drawings And Specifications</td>
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<tr>
<td>4.04</td>
<td>Use Of Drawings And Specifications</td>
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<td>5.01</td>
<td>Submission Of Required Schedules</td>
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<td>5.02</td>
<td>Commencement Date Of Contract Time</td>
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<td>6.01</td>
<td>Contractor’s Legal Address</td>
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<td>6.02</td>
<td>Contractor’s Superintendents Or Forepersons</td>
<td>5</td>
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<td>6.03</td>
<td>Proficiency In English</td>
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<td>Contractor’s And Subcontractors’ Employees</td>
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<td>6.05</td>
<td>Contractor’s Use Of The Site</td>
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<tr>
<td>6.06</td>
<td>Contractor’s Site Office</td>
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<tr>
<td>7.01</td>
<td>Owner’s Representative(s)</td>
<td>6</td>
</tr>
<tr>
<td>7.02</td>
<td>Owner’s Observation Of The Work</td>
<td>6</td>
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<tr>
<td>7.03</td>
<td>Architect/Engineer’s Observation Of Work</td>
<td>6</td>
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<td>7.04</td>
<td>Owner’s And Architect/Engineer’s Exercise Of Contract Responsibilities</td>
<td>7</td>
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<tr>
<td>7.05</td>
<td>Owner’s Right Of Access To The Work</td>
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<td>7.06</td>
<td>Owner’s Right Of Separate Construction</td>
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<tr>
<td>8.01</td>
<td>Contractor To Supervise The Work</td>
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</tr>
<tr>
<td>8.02</td>
<td>Contractor To Maintain Cost Data</td>
<td>8</td>
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<td>8.03</td>
<td>Contractor To Supply Sufficient Workers And Materials</td>
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<td>8.04</td>
<td>Contractor To Maintain Project Record Documents</td>
<td>9</td>
</tr>
<tr>
<td>8.05</td>
<td>Contractor To Not Disrupt Owner Operation</td>
<td>9</td>
</tr>
<tr>
<td>8.06</td>
<td>Contractor To Provide Temporary Facilities And Controls</td>
<td>9</td>
</tr>
<tr>
<td>9.01</td>
<td>Warranty And Guaranty</td>
<td>10</td>
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<tr>
<td>9.02</td>
<td>Inspection Of Work</td>
<td>10</td>
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<tr>
<td>9.03</td>
<td>Correction Of Defective Work</td>
<td>11</td>
</tr>
<tr>
<td>9.04</td>
<td>Acceptance And Correction Of Defective Work By Owner</td>
<td>12</td>
</tr>
<tr>
<td>9.05</td>
<td>Rights Upon Inspection, Correction Or Acceptance</td>
<td>12</td>
</tr>
<tr>
<td>9.06</td>
<td>Proof Of Compliance Of Contract Provisions</td>
<td>13</td>
</tr>
<tr>
<td>9.07</td>
<td>Correction Period And Project Warranty Period</td>
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</tr>
<tr>
<td>9.08</td>
<td>No Waiver</td>
<td>13</td>
</tr>
</tbody>
</table>
## LANEY COLLEGE THEATER RENOVATION

### DOCUMENT 00 7200

### GENERAL CONDITIONS

<table>
<thead>
<tr>
<th>Article Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>ARTICLE 10 - MODIFICATIONS OF CONTRACT DOCUMENTS</strong></td>
<td></td>
</tr>
<tr>
<td>10.01 Owner's Right To Direct Changed Work</td>
<td>14</td>
</tr>
<tr>
<td>10.02 Required Documentation For Changed Work</td>
<td>14</td>
</tr>
<tr>
<td>10.03 Procedures And Pricing Of Changed Work</td>
<td>14</td>
</tr>
<tr>
<td><strong>ARTICLE 11 - TIME ALLOWANCES</strong></td>
<td></td>
</tr>
<tr>
<td>11.01 Time Allowances</td>
<td>14</td>
</tr>
<tr>
<td>11.02 Excusable Delay And Inexcusable Delay Defined</td>
<td>14</td>
</tr>
<tr>
<td>11.03 Notice Of Delay</td>
<td>15</td>
</tr>
<tr>
<td>11.04 Compensable Time Extensions</td>
<td>15</td>
</tr>
<tr>
<td>11.05 Non-Compensable Time Extensions</td>
<td>15</td>
</tr>
<tr>
<td>11.06 Adverse Weather</td>
<td>15</td>
</tr>
<tr>
<td>11.07 Liquidated Damages</td>
<td>16</td>
</tr>
<tr>
<td><strong>ARTICLE 12 - CLAIMS BY CONTRACTOR</strong></td>
<td></td>
</tr>
<tr>
<td>12.01 Obligation to File Claims for Disputed Work</td>
<td>17</td>
</tr>
<tr>
<td>12.02 Form And Contents Of Claim</td>
<td>17</td>
</tr>
<tr>
<td>12.03 Administration During/After Claim Submission</td>
<td>17</td>
</tr>
<tr>
<td>12.04 Compliance</td>
<td>17</td>
</tr>
<tr>
<td><strong>ARTICLE 13 - UNDERGROUND CONDITIONS</strong></td>
<td></td>
</tr>
<tr>
<td>13.01 Contractor To Locate Underground Facilities</td>
<td>18</td>
</tr>
<tr>
<td>13.02 Contractor To Protect Underground Facilities</td>
<td>18</td>
</tr>
<tr>
<td>13.03 Concealed Or Unknown Conditions</td>
<td>19</td>
</tr>
<tr>
<td>13.04 Notice Of Hazardous Waste Or Materials Conditions</td>
<td>20</td>
</tr>
<tr>
<td><strong>ARTICLE 14 - LEGAL AND MISCELLANEOUS</strong></td>
<td></td>
</tr>
<tr>
<td>14.01 Laws And Regulations</td>
<td>21</td>
</tr>
<tr>
<td>14.02 Permits And Taxes</td>
<td>21</td>
</tr>
<tr>
<td>14.03 Communications And Information Distribution</td>
<td>21</td>
</tr>
<tr>
<td>14.04 Suspension Of Work</td>
<td>22</td>
</tr>
<tr>
<td>14.05 Termination Of Contract For Cause</td>
<td>22</td>
</tr>
<tr>
<td>14.06 Termination Of Contract For Convenience</td>
<td>23</td>
</tr>
<tr>
<td>14.07 Contingent Assignment Of Subcontracts</td>
<td>23</td>
</tr>
<tr>
<td>14.08 Remedies And Contract Integration</td>
<td>23</td>
</tr>
<tr>
<td>14.09 Interpretation</td>
<td>24</td>
</tr>
<tr>
<td>14.10 Patents</td>
<td>24</td>
</tr>
<tr>
<td>14.11 Substitution For Patented And Specified Articles</td>
<td>24</td>
</tr>
<tr>
<td>14.12 Interest Of Public Officers</td>
<td>25</td>
</tr>
<tr>
<td>14.13 Limit Of Liability</td>
<td>25</td>
</tr>
<tr>
<td><strong>ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES</strong></td>
<td></td>
</tr>
<tr>
<td>15.01 Use Of Site/Sanitary Rules</td>
<td>25</td>
</tr>
<tr>
<td>15.02 Protection Of Work, Persons, And Property</td>
<td>26</td>
</tr>
<tr>
<td>15.03 Responsibility For Safety And Health</td>
<td>26</td>
</tr>
<tr>
<td>15.04 Emergencies</td>
<td>27</td>
</tr>
<tr>
<td>15.05 Use Of Roadways And Walkways</td>
<td>27</td>
</tr>
<tr>
<td>15.06 Nondiscrimination</td>
<td>27</td>
</tr>
<tr>
<td>15.07 Prevailing Wages And Working Hours</td>
<td>27</td>
</tr>
<tr>
<td>15.08 Environmental Controls</td>
<td>28</td>
</tr>
<tr>
<td>15.09 Shoring Safety Plan</td>
<td>29</td>
</tr>
</tbody>
</table>

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General Conditions 00 7200 - ii
Laney College Theater Renovation
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.
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 moneys 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.
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 or 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

General Conditions
Laney College Theater Renovation
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 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.
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
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 10am on December 4, 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 or 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 insured. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
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
SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractors section.)

Definitions:

**SLBE**: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

**SELBE**: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

**Commercially Useful Function**: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

**Geographic Location Requirements**:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-
year requirement does not apply to businesses whose sole establishment is located within the District’s market area.

Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.
Peralta Community College District

SLBE/ SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District's definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District's market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District's Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
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1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:

   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: ____________________  Bid Name: ___________________________________

__________________________________________________________  Date

Printed or typed name  Title

__________________________________________________________  Date

Name of Company  Telephone  Fax

Small Local Business Enterprise  00 7339 - 3
Laney College Theater Renovation
LANEY COLLEGE THEATER RENOVATION

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 THEATER RENOVATION

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 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.
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 workers 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.

| Peralta Community College District | Building and Construction Trades Council of Alameda County:

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Requisition No.: Not Applicable

Date: ____________________________

By: ____________________________

A California corporation,

Address: 100 Heçenberger Road, Suite 120
Oakland, California 94621

By: ____________________________

Title: ____________________________

Attest: ____________________________

Print Name and Title (If Corporate: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer)
LANEY COLLEGE THEATER RENOVATION

DOCUMENT 00 9113

ADDENDA

BID NO. 15-16/13

Peralta Community College District

Laney College Theater Renovation

900 Fallon Street, Oakland, CA 94607

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT
### TABLE OF CONTENTS

**SPECIFICATIONS GROUP**

**LANEY COLLEGE THEATER RENOVATION**

**SPECIFICATIONS GROUP**

**GENERAL REQUIREMENTS SUBGROUP**

<table>
<thead>
<tr>
<th>DIVISION 01 -</th>
<th>GENERAL REQUIREMENTS</th>
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</tr>
</thead>
<tbody>
<tr>
<td>01 11 00</td>
<td>Summary of Work</td>
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</tr>
<tr>
<td>01 25 13</td>
<td>Product Substitution Procedures</td>
<td>4</td>
</tr>
<tr>
<td>01 31 00</td>
<td>Project Management and Coordination</td>
<td>6</td>
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<tr>
<td>01 32 17</td>
<td>Construction Schedule - Bar Chart</td>
<td>8</td>
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<td>01 33 00</td>
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<td>Alteration Project Procedures</td>
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<td>Reference Standards</td>
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<td>Testing Laboratory Services</td>
<td>6</td>
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<td>01 61 00</td>
<td>Product Requirements</td>
<td>3</td>
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<td>Construction Waste Management and Disposal</td>
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**SPECIFICATION GROUP**

**FACILITY CONSTRUCTION SUBGROUP**

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<th>EXISTING CONDITIONS</th>
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<td>02 41 19</td>
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**DIVISION 03 - CONCRETE**

NOT USED

**DIVISION 04 - MASONRY**

NOT USED

**DIVISION 05 - METALS**

NOT USED

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

| 06 10 00      | Rough Carpentry     | 5     |

**DIVISION 07 - THERMAL AND MOISTURE PROTECTION**

| 07 21 16      | Blanket Insulation  | 3     |

**DIVISION 08 - OPENINGS**

NOT USED

**DIVISION 09 - FINISHES**

| 09 64 53      | Wood Stage Flooring | 5     |
| 09 90 00      | Painting            | 19    |

WLC/1322600 SPECIFICATIONS GROUP TABLE OF CONTENTS (1)

REV. 03/15
DIVISION 10 - SPECIALTIES
NOT USED

DIVISION 11 - EQUIPMENT
11 61 33 Stage Rigging System Renovation and Portable Vinyl Dance Floor 8

DIVISION 12 - FURNISHINGS
NOT USED

DIVISION 13 - SPECIAL CONSTRUCTION
NOT USED

DIVISION 14 - CONVEYING EQUIPMENT
NOT USED

DIVISION 15 TO 19 - RESERVED
NOT USED

SPECIFICATIONS GROUP
FACILITY SERVICES SUBGROUP

DIVISION 20 - RESERVED
NOT USED

DIVISION 21 - FIRE SUPRESSION
NOT USED

DIVISION 22 - PLUMBING
NOT USED

DIVISION 23 - HEATING, VENTILATING, AND AIR CONDITIONING
NOT USED

DIVISION 24 - RESERVED
NOT USED

DIVISION 25 - INTEGRATED AUTOMATION
NOT USED

DIVISION 26 - ELECTRICAL
NOT USED
DIVISION 27 - COMMUNICATIONS
NOT USED

DIVISION 28 - ELECTRONIC SAFETY AND SECURITY
NOT USED

DIVISION 29 - RESERVED
NOT USED

SPECIFICATIONS GROUP
SITE AND INFRASTRUCTURE SUBGROUP

DIVISION 30 - RESERVED
NOT USED

DIVISION 31 - EARTHWORK
NOT USED

DIVISION 32 - EXTERIOR IMPROVEMENTS
NOT USED

DIVISION 33 - UTILITIES
NOT USED

DIVISION 34 - TRANSPORTATION
NOT USED

DIVISION 35 - WATERWAY AND MARINE CONSTRUCTION
NOT USED

DIVISION 36 TO 39 - RESERVED
NOT USED

SPECIFICATIONS GROUP
PROCESS EQUIPMENT SUBGROUP

DIVISION 40 - PROCESS INTEGRATION
NOT USED

DIVISION 41 - MATERIAL PROCESSING AND HANDLING EQUIPMENT
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<td>PROCESS GAS AND LIQUID HANDLING, PURIFICATION, AND STORAGE</td>
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<td>POLLUTION CONTROL EQUIPMENT</td>
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<td>ELECTRICAL POWER GENERATION</td>
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1. PART 1  GENERAL

1.1  SECTION INCLUDES

A. Work Included.
B. Work under separate contracts.
C. Work by Owner.
D. Owner furnished products.
E. Contractor use of site and premises.
F. Work Sequence.
G. Owner occupancy.
H. Work restrictions.

1.2  WORK INCLUDED

A. Work of this Contract comprises general construction including remodeling and selective demolition of the items listed below located at 900 Fallon Street, Oakland, CA 94607 for Peralta Community College District Owner.

1. The scope of work includes but is not limited to furnishing ALL EQUIPMENT; TOOLS; LABOR AND MATERIAL REQUIRED TO PERFORM THE FOLLOWING TASKS:

(a) Stage Wood Flooring:

(1) Contractor shall remove all existing furniture from the stage flooring and store at a location designated by the District representative.

(2) Contractor shall remove and discard of all subflooring material on stage area down to the sleepers.

(3) Contractor shall provide and install two new 3/4 inch thick tongue and groove plywood sub floors over existing sleepers (typ.) as shown on plan. See Detail 1 on Sheet A6.1.

(4) Contractor shall provide and install a new 1/4 inch thick hardboard double tempered Signature S2S by Decorative Panels
Inc. Long side runs parallel to front of stage with seam exactly on center line of proscenium. Finish to be resco black matte surface and plywood subfloor to bring the finished floor level to correct elevation to match existing. See Detail 1 on Sheet TR2.2.

(5) Contractor shall make sure that all flooring material installed are plumb and level.

(b) Rigging Equipment and Lines:

(1) Contractor shall carefully and completely remove and store off site all existing rigging system and lines. Contractor shall remove and discard of all existing wire rope and attachment hardware on all line sets. Contractor shall replace all these with new ropes an attachment hardware as follows per Scope of Work Notes on Sheet TR2.1.

(2) Contractor to repair or replace the movable torn panes on each side of the stage. These movable panels are designed to slide towards and away from the center of the stage to vary the width of the proscenium opening and also to hold "torn" theatrical lighting positions with raceway and multi-cable.

(3) Contractor shall clean all debris off the tracks and refurnish all existing hardware.

(4) Contractor shall remove and replace existing "Marley" dance floor topping including the stage flooring as required.

(5) At the completion of the new rigging line and system installation contractor shall return all removed items back to the district.

(c) Recessed electrical floor boxes:

(1) Contractor shall remove all existing recessed electrical floor boxes and discard from site.

(2) Contractor shall provide and install all new electrical boxes where shown on plan. See Sheet TL2.1 for complete specification and details.
(3) Contractor shall remove existing curtain store it and return back to be reinstalled after work is completed at the theater. See Sheet TR2.1 for details.

B. Construct the work under a single lump sum contract.

1.3 BID ITEMS, ALLOWANCE AND ALTERNATES
A. Base Bid (item 4) the base bid shall include all work as described under item 1.2 Work Included
B. Alternates (item 2-3) not used.
C. Allowances (item 1) Allowance for unforeseen conditions. Allowance Work shall be done as Change Orders. These amounts shall be included in the Contract Sum on the Bid Form.

1.4 CONTRACTOR'S RESPONSIBILITIES
A. Review Owner reviewed Shop Drawings, Product Data, and Samples.
B. Receive and unload Products at site; inspect for completeness or damage, jointly with Owner.
C. Handle, store, install and finish Products.
D. Repair or replace items damaged after receipt.

1.5 CONTRACTOR USE OF SITE AND PREMISES
A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by public.

1.6 WORK SEQUENCE
A. Construct work in the following phases to accommodate Owner's occupancy requirements during the construction period with each phase substantially complete before beginning the next phase. Coordinate construction schedule and operations with Owner:
1. Phase 1 - Remove All Items Listed to Be Removed and Stored: Work of this Phase shall be substantially complete within five days after The Notice to Proceed and commencement of construction of this Phase.

2. Phase 2 - Stage Flooring Demolition and Re-installation Including Electrical Boxes: Work of this Phase shall be substantially complete within 30 days after The Notice to Proceed and commencement of construction of this Phase.

3. Phase 3 - Rigging Equipment and Lines: Work of this Phase shall be substantially complete within 90 days after The Notice to Proceed and commencement of construction of this Phase.

1.7 OWNER OCCUPANCY

A. Full Owner Occupancy: Owner will occupy entire site and premises during entire construction period for conduct of his normal operation.

B. Partial Owner Occupancy: Owner will occupy the entire site and premises during entire construction period, with the exception of areas under construction.

C. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

D. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.

E. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.

F. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.

G. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

H. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage.
I. Perform the Work so as not to interfere with Owner's day-to-day operations.

J. Maintain existing exits, unless otherwise indicated.

K. Provide not less than 72 hour notice to Owner of activities that will affect Owner's operations.

1.8 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed during normal business working hours, Monday through Friday, except as otherwise indicated or required to conform to construction schedule and labor codes.

1. Weekend Hours: 7:00 a.m. to 5:00 p.m.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted to do so and then only after arranging to provide temporary utility services according to requirements indicated.

1. Notify Architect not less than 5 days in advance of proposed utility interruptions. Do not proceed with utility interruptions without Architect’s permission.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION
SECTION 01 25 13

PRODUCT SUBSTITUTION PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Product options.
B. Substitution procedures.

1.2 DEFINITIONS

A. Requests for changes in products, materials, or equipment required by Contract Documents proposed by the Contractor prior to and after award of the Contract are considered requests for substitutions. The following are not considered substitutions:

1. Revisions to Contract Documents requested by the Owner or Architect.
2. Specified options of products, materials, and equipment included in Contract Documents.

1.3 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
B. Products Specified by Naming One or More Manufacturers with Provision for Substitution: Products of manufacturers named and meeting specifications with substitution of products or manufacturer only when submitted under provisions of this section.
C. Products Specified by Naming One or More Manufacturers without Provision for Substitution: No substitution allowed.

1.4 LIMITATIONS ON SUBSTITUTIONS SUBMITTED PRIOR TO THE RECEIPT OF BIDS

A. The Bid shall be based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
B. Architect may consider requests for substitutions of specified equipment and/or materials only when requests are received by Architect prior to the date established for the receipt of bids as stipulated in Document 00 21 13 - Instructions to Bidders.
C. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.
D. Burden of proof of merit of requested substitution is the responsibility of the entity requesting the substitution.
E. It is the sole responsibility of the entity requesting the substitution to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.
F. Architect's decision on substitution requests are final and do not require documentation or justification.
G. When substitution is not accepted, provide specified product.
H. Substitute products shall not be included within the bid without written acceptance by Addendum.

1.5 LIMITATIONS ON SUBSTITUTIONS SUBMITTED AFTER THE AWARD OF THE CONTRACT

A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.
B. Consideration by Architect of substitution requests received after the established date of the receipt of bids or contract award will only be made when one or more of the following conditions are met and documented:

1. Specified item fails to comply with regulatory requirements.
2. Specified item has been discontinued.
3. Specified item, through no fault of the Contractor, is unavailable in the time frame required to meet project schedule.
4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product.
6. Substitution would be, in the sole judgement of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.

C. Notwithstanding the provisions of Article 1.4 of this section and the above, the Architect may consider a substitution request after the date of the receipt of bids or contract award, if in the sole discretion of the Architect, there appears to be just cause for such a request. The acceptance of such a late request does not waive any other requirement as stated herein.

D. Consideration by Architect of a substitution request will be made only if request is made in strict conformance with provisions of this section.

E. Substitutions will not be considered when they are indicated or implied on shop drawings or product data submittals without separate written request as required by provisions of this section.

F. Review of shop drawings does not constitute acceptance of substitutions indicated or implied on shop drawings.

G. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.

H. Substitutions will not be considered as a result of the failure to pursue the work promptly or coordinate activities properly.

I. Burden of proof of merit of requested substitution is the responsibility of the Contractor.

J. It is the sole responsibility of the Contractor to establish proper content of submittal for requests for substitutions. Incomplete submittals will be rejected.

K. Owner shall receive full benefit of any cost reduction as a result of any request for substitution.

L. Architect's decision on substitution requests is final and does not require documentation or justification.

M. When substitution is not accepted, provide specified product.

N. Substitute products shall not be ordered or installed without written acceptance.

1.6 REGULATORY REQUIREMENTS

A. It shall be the responsibility of the entity requesting the substitution to obtain all regulatory approvals required for proposed substitutions.

B. All regulatory approvals shall be obtained for proposed substitutions prior to submittal of substitution request to Architect.
C. All costs incurred by the Owner in obtaining regulatory approvals for proposed substitutions to include the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

D. Substitutions of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.

1.7 SUBSTITUTION REPRESENTATION

A. In submitting a request for substitution, the entity requesting the substitution makes the representation that he or she:

1. Has investigated the proposed substitution and has determined that it meets or exceeds the quality level of the specified product.

2. Will provide the same warranty or guarantee for the substitution as for the specified product.

3. Will coordinate installation and make changes to other work which may be required for the work to be completed with no additional cost to the Owner.

4. Waives claims for additional cost or time extension which may subsequently become apparent.

5. Will reimburse Owner for the cost of Architect's review or redesign services associated with substitution request.

1.8 SUBMITTAL PROCEDURE

A. Submit six copies of each request.

B. Submit request with Architect's Substitution Request Form. Form may be obtained at the office of the Architect. Substitution requests received without request form will be returned unreviewed.

C. Limit each request to one proposed substitution.

D. Request to include sufficient data so that direct comparison of proposed substitution can be made.

E. Provide complete documentation for each request. Documentation shall include the following information, as appropriate, as a minimum:

1. Statement of cause for substitution request.

2. Identify product by specification section and article number.

3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.

4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and Owner.

5. List availability of maintenance services and replacement materials.

6. Documented or confirmation of regulatory approval.

7. Product data, including drawings and descriptions of products.

8. Fabrication and installation procedures.

9. Samples of proposed substitutions.
10. Itemized comparison of significant qualities of the proposed substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.

11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed substitution.

12. Statement on the substitutions effect on the construction schedule.

13. Cost information including a proposal of the net change, if any, in the Contract sum if the substitution is submitted after the receipt of bids or contract award.

14. Certification that the substitution is equal to or better in every respect to that required by the Contract Documents and that substitution will perform adequately in the application intended.

F. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of substitution request.

1.9 ARCHITECT’S REVIEW

A. Within 14 days of receipt of request for substitution, the Architect will accept or reject proposed substitution.

B. If a decision on a substitution cannot be made within the time allocated, the product specified shall be used.

C. There shall be no claim for additional time for review of proposed substitutions.

D. Final acceptance of a substitution submitted prior to the date established for the receipt of bids will be in the form of an addendum.

E. Final acceptance of a substitution submitted after the award of the contract will be in the form of a Change Order.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

Not Used.

END OF SECTION
SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination.
B. Preconstruction conference.
C. Progress meetings.
D. Request for Information (RFIs).
E. Preinstallation conferences.
F. Post construction dedication.

1.2 DEFINITIONS

A. RFI - Request from Contractor seeking additional information, interpretation or clarification of the Contract Documents.

1.3 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Coordinate construction operations of the different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work.

C. Prior to commencement of a particular type or kind of work examine relevant information, contract documents and subsequent data issued to the project.

D. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

E. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

G. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating or installing any of the elements required to be coordinated.

H. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.

I. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owners partial occupancy.

J. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.
K. Coordinate all utility company work in accordance with the General Conditions.

L. Coordinate field engineering with the provisions of Section 01 73 00.

1.4 PRECONSTRUCTION CONFERENCE

A. Architect will schedule a conference immediately after receipt of fully executed contract documents prior to project mobilization.

B. Mandatory Attendance: Owner, Owner's Resident Inspector, Owner's Testing Laboratory Representative, Architect, Contractor, Contractor's Project Manager and Contractor's Job Superintendent.

C. Optional Attendance: Architect's consultants, subcontracts and utility company representatives.

D. Architect will preside at conference, record minutes and distribute copies.

E. Agenda:

1. Execution of Owner-Contractor Agreement.
2. Issue Notice to Proceed.
3. Submission of executed bonds and insurance certificates.
5. Federal and State labor law requirements applicable to Contract.
6. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
7. Designation of responsible personnel representing the parties.
8. Procedures and processing of RFIs, field decisions, submittals, substitutions, applications for payments, proposal requests, Change Orders and Contract closeout procedures.
10. Scheduling.
11. Critical work sequence and long lead items.
12. Work restrictions and working hours.
13. Progress meetings.
14. Use of site and premises.
15. Storage.
16. Authorities having jurisdiction over project.
17. Owner occupancy requirements.
18. Construction waste management.
19. Preparation of Record Drawings.
1.5 PROGRESS MEETINGS

A. Architect will schedule and administer meetings throughout progress of the Work at maximum twice a month intervals.

B. Architect will make arrangements for meetings, prepare agenda, preside at meetings, record minutes (Field Reports), and distribute copies.

C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Owner's Inspector, and Architect, as appropriate to agenda topics for each meeting.

D. Agenda:
   1. Review minutes of previous meetings. (Field Reports)
   2. Review of Work progress.
   3. Field observations, problems, and decisions.
   4. Identification of problems which impede planned progress.
   5. Review of submittals schedule and status of submittals.
   6. Requests For Information (RFIs).
   7. Status of Proposal Requests (PRs).
   8. Status of Change Order Requests (CORs).
   10. Review of off-site fabrication and delivery schedules.
   12. Corrective measures to regain projected schedules.
   13. Planned progress during succeeding work period.
   14. Coordination of projected progress.
   15. Maintenance of quality and work standards.
   16. Effect of proposed changes on progress schedule and coordination.
   17. Other business relating to Work.

1.6 REQUEST FOR INFORMATION (RFI’S)

A. Procedure: Immediately on discovery of the need for additional information, interpretation of the Contract Documents, and if not possible to request interpretation at Progress Meeting, prepare and submit an RFI in the form specified.
   1. RFIs shall originate with Contractor. RFIs submitted by entities other than Contractor will be returned with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
   3. Each RFI shall address only one subject matter.
B. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:

1. Date.
2. Project name.
3. Owner’s name.
4. Name of Contractor.
5. Name of Architect.
6. RFI number, numbered sequentially.
7. Specification Section number and title and related paragraphs, as appropriate.
8. Drawing number and detail references, as appropriate.
9. Field dimensions and conditions, as appropriate.
10. Contractor’s suggested solution(s). If Contractor’s solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
11. Contractor’s signature.
12. Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation. Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.

C. Hard-Copy RFIs: Identify each page of attachments with the RFI number and sequential page number.

D. Software-Generated RFIs: Software-generated form with substantially the same content as indicated above. Attachments shall be electronic files in a format that will allow electronic editing by the Architect.

E. Architect’s Action: Architect will review each RFI, determine action required, and return it. Allow fifteen days for Architect’s response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day. If the RFI is required to be forwarded to a consultant, subconsultant, or Owner for a response, the response time will be twenty five days.

1. The following RFIs will be returned without action:
   (a) Requests for approval of submittals.
   (b) Requests for approval of substitutions.
   (c) Requests for information already indicated in the Contract Documents.
   (d) Requests for coordination information which is the responsibility of the Contractor.
   (e) Requests for adjustments in the Contract Time or the Contract Sum.
   (f) Requests for interpretation of Architect’s actions on submittals and substitutions.
   (g) Incomplete RFIs or RFIs with numerous errors.

2. Architect’s action may include a request for additional information, in which case Architect’s allowable time for response will start again.

3. Architect’s review of or response to RFIs shall not constitute an approval, direction, or procedure related to construction means, methods, techniques, sequences, or procedures of Contractor.
4. Architect’s review of or response to RFIs shall not constitute an approval, direction, or procedure related to the construction site safety precautions, procedures or methodology of Contractor.

5. Architect’s action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Order Request according to Division 01 Section 01 20 00 - Price and Payment Procedures.
   (a) If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within five days of receipt of the RFI response.
   (b) Under no circumstances is the Architect's review of or response to RFIs to be considered an authorization to depart from the Contract Documents or an authorization to perform extra work.

F. On receipt of Architect's action immediately distribute the RFI response to affected parties.

G. Review response and notify Architect within three days if Contractor disagrees with response.

1.7 PREINSTALLATION CONFERENCES

A. When required in individual specification Section, convene a preinstallation conference prior to commencing work of the Section. Refer to individual specification section for timing requirements of conference.

B. Require attendance of parties directly affecting, or affected by, work of the specific Section.

C. Notify Architect a minimum of seven days in advance of meeting date.

D. Preinstallation conference to coincide with regularly scheduled progress meeting.

E. Prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants.

F. Agenda:
   2. Manufacturer’s recommendations.
   4. Schedule of work activities.
   5. Deliveries of materials and equipment.
   6. Sequence of operation.
   7. Interface requirements.
   9. Site utilization.
   10. Tests and inspections.
   11. Temporary facilities and controls.
   12. Quality and work standards.

G. Preinstallation Schedule:
   1. Section 01 74 19 - Construction Waste Management and Disposal
1.8 POST CONSTRUCTION DEDICATION

A. Attendance Required: Project superintendent, project manager, major subcontractors, Owner and Architect.

B. Preparation prior to Dedication:
   1. Assist Owner in operation of mechanical systems.
   2. Verify operation and adjust controls for communication systems.
   3. Assist Owner in operation of lighting systems.

2. PART 2 PRODUCTS
Not Used

3. PART 3 EXECUTION
Not Used

END OF SECTION
SECTION 01 32 17
CONSTRUCTION SCHEDULE - BAR CHART

1.  PART 1   GENERAL

1.1  SECTION INCLUDES

A.  References.
B.  Performance requirements.
C.  Qualifications.
D.  Quality Assurance.
E.  Project record documents.
F.  Submittals.
G.  Review and evaluation.
H.  Format.
I.  Cost and schedule reports.
J.  Early work schedule.
K.  Construction schedule.
L.  Short interval schedule.
M.  Requested time adjustment schedule.
N.  Recovery schedule.
O.  Updating schedules.
P.  Distribution.

1.2  REFERENCES

B.  National Weather Service - Local Climatological Data.

1.3  PERFORMANCE REQUIREMENTS

A.  Ensure adequate scheduling during construction activities so work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
B.  Ensure coordination of Contractor and subcontractors at all levels.
C.  Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of materials and equipment.
D.  Ensure on-time delivery of Owner furnished materials and equipment.
E.  Ensure coordination of jurisdictional reviews.
F.  Assist in preparation and evaluation of applications for payment.
G. Assist in monitoring progress of work.
H. Assist in evaluation of proposed changes to Contract Time.
I. Assist in evaluation of proposed changes to Construction Schedule.
J. Assist in detection of schedule delays and identification of corrective actions.

1.4 QUALIFICATIONS

A. Scheduler: Personnel with 3 years minimum experience in scheduling construction work of a complexity and size comparable to this Project.

B. Administrative Personnel: 3 years minimum experience in using and monitoring schedules on comparable projects.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with Construction Planning and Scheduling Manual published by the AGC.

B. In the event of discrepancy between the AGC publication and this section, provisions of this section shall govern.

1.6 PROJECT RECORD DOCUMENTS

A. Submit record documents under provisions of Section 01 77 00.

B. Submit one electronic file and three copies of final Record Construction Schedule which reflects actual construction of this Project.

C. Record schedule shall be certified for compliance with actual way project was constructed.

D. Receipt of Record Construction Schedule shall be a condition precedent to any retainage release or final payment.

1.7 SUBMITTALS

A. Submit under provisions of Section 01 33 00.

B. Within 7 days from the Notice of Award submit proposed Early Work Schedule and preliminary Cost Report defining activities for first 60 days of Work.

C. Within 45 days from the Notice of Award submit proposed Construction Schedule and final Cost Report.

D. Submit updated Construction Schedule at least 10 days prior to each Application for Payment.

E. Submit Short Interval Schedule at each Construction Progress Meeting.

F. Submit Time Adjustment Schedule within 10 days of commencement of a claimed delay.

G. Submit Recovery Schedules as required by completion of work.

H. Submit one electronic file and three copies of each schedule and cost report.

1.8 REVIEW AND EVALUATION

A. Early Work Schedule shall be reviewed during Preconstruction Conference with Owner and Architect.

B. Within 5 days of receipt of Owner and Architect’s comments provide satisfactory revision to Early Work Schedule or adequate justification for activities in question.
C. Acceptance by Owner of corrected Early Work Schedule shall be a condition precedent to making any progress payments for first 60 days of Contract.

D. Cost loaded values of Early Work Schedule shall be a basis for determining progress payments during first 60 days of Contract.

E. Participate in joint review of Construction Schedule and Reports with Owner and Architect.

F. Within 7 days of receipt of Owner and Architect’s comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.

G. In the event that an activity or element of work is not detected by Owner or Architect review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.

H. Acceptance by Owner of corrected Construction Schedule shall be a condition precedent to making any progress payments after first 60 days of Contract.

I. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.

J. Review and acceptance by Owner and Architect of Early Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, or cost loading stated or implied on schedules.

1.9 FORMAT

A. Shall be fully developed horizontal bar-chart-type schedule prepared under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.

B. Provide separate bar for each activity or operation.

C. Activity shall not have a duration longer than 14 days or a value over $20,000.00 except non-construction activities for procurement and delivery.

D. Prepare schedule on sheet of sufficient width to clearly show data.

E. Provide continuous heavy vertical line identifying first day of week.

F. Provide continuous subordinate vertical line identifying each day of week.

G. Identify activities by number, description, and cost.

H. Show each activity in proper sequence.

I. Indicate graphically sequences necessary for related activities.

J. Provide legend of symbols and abbreviations used.

1.10 COST AND SCHEDULE REPORTS

A. Activity Analysis: Tabulate each activity and identify for each activity:

1. Description.

2. Interface with outside contractors or agencies.

3. Duration.

4. Start date.

5. Finish date.
6. Actual start date.
7. Actual finish date.
8. Monetary value keyed to Schedule of Values.
10. Percentage complete.
11. Variance positive or negative.

B. Cost Report: Tabulate each activity and identify for each activity:
   1. Description.
   2. Total cost.
   3. Percentage complete.
   4. Value prior to current period.
   5. Value this period.
   6. Value to date.

1.11 EARLY WORK SCHEDULE
   A. Shall establish scope of work to be performed during the first 60 days of Contract.
   B. Shall contain the following phases and activities:
      1. Procurement activities to include mobilization, shop drawings and sample submittals.
      2. Identification of key and long-lead elements and realistic delivery dates.
      3. Construction activities in units of whole days limited to 14 days for each activity except non-construction activities for procurement and delivery.
      4. Approximate cost and duration of each activity.
   C. Shall contain seasonal weather considerations. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.
   D. Activities shall be incorporated into Construction Schedule.
   E. No application for payment will be evaluated or processed until Early Work Schedule has been submitted and reviewed.
   F. Shall be updated on a monthly basis while Construction Schedule is being developed.
   G. Failure to submit an adequate or accurate Early Work Schedule or failure to submit on established dates will be considered a substantial breach of Contract.

1.12 CONSTRUCTION SCHEDULE
   A. Shall include Early Work Schedule as first 60 days of Construction Schedule.
   B. Shall be a fully developed horizontal bar-chart-type schedule.
   C. Shall indicate a completion date for project that is no later than required completion date.
D. Conform to mandatory dates specified in the contract documents.

E. Should schedule indicate a completion date earlier than any required completion date, Owner or Architect shall not be liable for any costs should project be unable to be completed by such date.

F. Seasonal weather shall be considered in planning and scheduling of all work. Seasonal rainfall shall be 10 year average for the month as evidenced by Local Climatological Data obtained from U.S. National Weather Service.

G. Provide sub-schedules to define critical portions of entire schedule.

H. Indicate procurement activities, delivery and installation of Owner furnished material and equipment.

I. Level of detail shall correspond to complexity of work involved.

J. As developed shall show sequence of activities required for complete performance of Work.

K. Shall be logical and show a coordinated plan of Work.

L. Show order of activities. Include specific dates of completion.

M. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.

N. Failure to include any activity shall not be an excuse for completing all work by required completion date.

O. An activity shall meet the following criteria:
   1. Any portion or element of work, action, or reaction that is precisely described, readily identifiable, and is a function of a logical sequential process.
   2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
   3. Responsibility shall be identified with a single performing entity.
   4. Additional codes shall identify building, floor, bid item and CSI classification.
   5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.

P. For major equipment and materials show a sequence of activities including:
   1. Preparation of shop drawings and sample submissions.
   2. Review of shop drawings and samples.
   3. Finish and color selection.
   4. Fabrication and delivery.
   5. Erection or installation.

Q. Include a minimum of 15 days prior to completion date for punch lists and clean up. No other activities shall be scheduled during this period.
1.13 SHORT INTERVAL SCHEDULE
A. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
B. Prepare schedule on sheet of sufficient width to clearly show data.
C. Identify activities by same description as Construction Schedule.
D. Show each activity in proper sequence.
E. Indicate graphically sequences necessary for related activities.
F. Indicate activities completed or in progress for previous 2 week period.
G. Indicate activities scheduled for succeeding 2 week period.
H. Further detail may be added if necessary to monitor schedule.

1.14 REQUESTED TIME ADJUSTMENT SCHEDULE
A. Updated Construction Schedule shall not show a completion date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
B. If an extension of time is requested a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to Owner and Architect.
C. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of work.
D. Extension request shall include forecast of project completion date and actual achievement of any dates listed in Agreement.
E. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
F. Schedule shall be a fully developed horizontal bar-chart-type schedule.
G. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
H. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time.
I. Activity delays shall not automatically constitute an extension of Contract Time.
J. Failure of subcontractors shall not be justification for an extension of time.
K. Extensions will be granted only to extent that time adjustments extend Contract completion date.
L. Owner shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
M. Owner shall not be responsible or liable for any construction acceleration due to failure of Owner to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
N. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within 10 days after commencement of a delay it is mutually agreed that delay does not require a Contract time extension.
1.15 RECOVERY SCHEDULE
A. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
B. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule.
C. Maximum duration shall be one month and shall coincide with payment period.
D. Ten days prior to expiration of Recovery Schedule verification to determine if activities have regained compliance with Construction Schedule will be made. Based upon this verification the following will occur:
   1. Supplemental Recovery Schedule will be submitted to address subsequent payment period.
   2. Construction Schedule will be resumed.

1.16 UPDATING SCHEDULES
A. Review and update schedule at least 10 days prior to submitting an Application for Payment.
B. Approved change orders which affect schedule shall be identified as separate new activities.
C. Change orders of less than $20,000.00 value or less than 3 days duration need not be shown unless completion date is affected.
D. Maintain schedule to record actual prosecution and progress.
E. No other revisions shall be made to schedule unless authorized by Owner.
F. Provide narrative Progress Report at time of schedule update which details the following:
   1. Activities or portions of activities completed during previous reporting period.
   2. Actual start dates for activities currently in progress.
   3. List of major construction equipment used during reporting period and any equipment idle.
   4. Number of personnel by craft engaged on Work during reporting period.
   5. Progress analysis describing problem areas.
   7. Proposed corrective actions for Recovery Schedule.
   8. Proposed modifications, additions, deletions and changes in Construction Schedule.
G. Schedule update will form basis upon which progress payments will be made.
H. Owner will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.17 DISTRIBUTION
A. Following joint review and acceptance of updated schedules distribute copies to Owner, Architect, and all other concerned parties.
B. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.
2. PART 2  PRODUCTS
   NOT USED
3. PART 3  EXECUTION
   NOT USED

END OF SECTION
SECTION 01 33 00

SUBMITTAL PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Related submittals.
B. Architect's digital data files.
C. Proposed products list.
D. Processing time.
E. Submittal procedures - paper submittals.
F. Shop drawings - paper submittals.
G. Submittal procedures - electronic submittals.
H. Shop drawings - electronic submittals.
I. Product data.
J. Samples.
K. Manufacturers' instructions.
L. Manufacturers' certificates.
M. Submittal schedule.

1.2 RELATED SUBMITTALS

A. Progress Payments: Section 01 20 00- Price and Payment Procedures.
B. Schedule of Values: Section 01 20 00- Price and Payment Procedures.
C. Substitutions: Section 01 25 13 – Product Substitution Procedures.
D. Coordination Drawings: Section 01 31 00 - Project Management and Coordination.
E. Construction Schedule: Section 01 32 17 - Construction Schedule - Bar Chart.
F. Tests and Inspections: Section 01 45 29 – Testing Laboratory Services.
G. Certified Final Property Survey: Section 01 73 00 – Execution Requirements.
I. Closeout Procedures: Section 01 77 00 – Closeout Procedures.
J. The General Conditions set forth additional requirements for submittals.

1.3 ARCHITECT'S DIGITAL DATA FILES

A. Upon written request, Architect’s electronic CAD files will be provided for use in connection with preparation of shop drawings subject to the acceptance of the Architect’s standard terms and conditions for electronic file transfer. A service fee of $0.00 per drawing shall be remitted to Architect prior to release of electronic files.
1.4 PROPOSED PRODUCTS LIST

A. Within fourteen days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, model number, and designated specification section of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PROCESSING TIME

A. Time period for review of submittals will commence upon receipt of submittal by Architect.

B. Initial Review: Allow ten working days for each submittal.

C. Resubmittal Review: Allow ten working days for each resubmittal.

D. Sequential Review: Allow fifteen working days for initial and resubmittal review of each submittal where review is required by Architect’s consultant’s, Owner or other parties indicated.

1.6 SUBMITTAL PROCEDURES - PAPER SUBMITTALS

A. Transmit each submittal in conformance with requirements of this section.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphanumeric suffix.

C. Identify Project and Architect’s project number, Contractor, Subcontractor or supplier; pertinent Drawing and detail number(s), and specification Section number, as appropriate.

D. Apply Contractor’s stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor’s stamp and signature will be returned without review.

E. Schedule submittals to expedite the Project, and deliver to Architect at 2600 Tenth Street, Suite 500, Berkeley, CA 94710, (510) 450-1999. Coordinate submission of related items.

F. Make submittals in groups containing associated and related items to make sure that information is available for checking each item when it is received.

G. Submittals for all items requiring color selection must be received before any will be selected.

H. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

I. Make submittals in advance of scheduled dates for installation to allow specified time for review, revisions, and resubmission prior to final review and subsequent placement of orders.

J. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit proper processing.

K. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

L. Provide space for Contractor and Architect review stamps.

M. Revise and resubmit submittals as required, identify all changes made since previous submittal.

N. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
O. Partial submittals will be considered non responsive and will be returned without review.

P. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

Q. Architect will not review submittals that contain material data safety sheets (MSDS) and will return them for resubmittal.

R. Substitutions will not be considered when they are indicated or implied on submittals without separate written request as required by provisions of Section 01 25 13 - Product Substitution Procedures.

1.7 SHOP DRAWINGS - PAPER SUBMITTALS

A. Submit six prints of each drawing. Four copies will be retained by Architect.

B. Review comments will be shown on returned print. Contractor will make and distribute copies as required for his purpose.

C. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01 77 00 - Closeout Procedures.

D. Do not reproduce Contract Documents or copy standard information and submit as shop drawings.

E. Standard information prepared without specific reference to project requirements will not be considered a shop drawing.

F. Do not use or allow others to use shop drawings which have been submitted and have been rejected.

1.8 SUBMITTAL PROCEDURES - ELECTRONIC SUBMITTALS

A. Transmit each electronic submittal in conformance with requirements of this section.

B. Submittals for all items requiring color selections will not be accepted as an electronic submittal.

C. Assemble complete submittal package into a single indexed Portable Document Format (PDF) file. File format licensed by Adobe Systems.

D. Transmit electronic submittals as PDF files via Architect's Project Collaboration Site address or designated e-mail address.

E. Transmittal form for submittals shall be an electronic form acceptable to the Architect which identifies the Project, the Architect's project number, the Contractor, the Subcontractor or material supplier; pertinent Drawing and detail number(s), and specification Sections, as appropriate.

F. Provide links enabling navigation to each item of submittal package.

G. Name electronic submittal file with consistent project identifier composed of Architect's project number, Architect's alpha numeric file designation, and specification section number followed by sequential number. (e.g., 0920800-56-SUB - 06412-01.pdf)

H. Resubmittals shall include an alphabetic suffix after initial point number. (e.g., 0920800-56-SUB – 06412-01-A.pdf)

I. Resubmittals shall identify all changes made since previous submittal.

J. Insert Contractor's review stamp to permanently record Contractor's action.

K. Contractor's stamp shall be signed or initialed certifying that review, verification of Products required, field dimensions, adjacent work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.

L. Submittals without Contractor's stamp and signature will be returned without review.
M. Provide space for Architect’s electronic review stamp.

N. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

O. Make submittals in advance of scheduled dates for installation to allow specified time for review, revisions, and resubmission prior to final review and subsequent placement of orders.

P. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit proper processing.

Q. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

R. Contractor shall reproduce and distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

S. Partial submittals will be considered non responsive and will be returned without review.

T. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

U. Architect will not review submittals that contain material data safety sheets (MSDS) and will return them for resubmittal.

1.9 SHOP DRAWINGS - ELECTRONIC SUBMITTALS

A. Submit electronic copy of shop drawings in PDF format as specified in this section.

B. Review comments will be indicated on reviewed document.

C. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01 77 00 - Closeout Procedures.

D. Do not reproduce Contract Documents or copy standard information and submit as shop drawings.

E. Standard information prepared without specific reference to project requirements will not be considered a shop drawing.

F. Do not use or allow others to use shop drawings which have been submitted and have been rejected.

1.10 PRODUCT DATA

A. When specified in individual specification sections, submit copies of data for each product which Contractor requires.

B. Submit six copies of product data made in paper format. Four copies will be retained by Architect.

C. Electronic submittals for product data will comply with Article for electronic submittal procedures stated in this section.

D. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer’s standard data to provide information unique to this Project.

E. Manufacturer’s standard product data or catalogs that do not indicate materials or products that are specific to project will be returned without review.

F. After review, distribute in accordance with article on procedures stated above and provide copies for Record Documents described in Section 01 77 00 - Closeout Procedures.
1.11 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Include identification on each sample, with full Project information.

C. Submit the number of samples which Contractor requires, plus two which will be retained by Architect.

D. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

E. Submittals for all items requiring color selection must be received before any will be selected.

F. If a variation in color, pattern, texture or other characteristic is inherent within the material or product submitted, sample shall approximate limits of variation.

1.12 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturer's printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.13 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturer's certificate to Architect for review, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

3.1 SUBMITTAL SCHEDULE

<table>
<thead>
<tr>
<th>SPEC. SECTION</th>
<th>TITLE</th>
<th>*SAMPLE</th>
<th>**CATALOG SHEET</th>
<th>**SHOP DRAWING</th>
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<tr>
<td>06 10 00</td>
<td>Rough Carpentry</td>
<td>6</td>
<td></td>
<td></td>
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<tr>
<td>07 21 16</td>
<td>Blanket Insulation</td>
<td>6</td>
<td></td>
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<tr>
<td>07 92 00</td>
<td>Joint Sealants</td>
<td>2</td>
<td>6</td>
<td>6</td>
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<tr>
<td>09 64 56</td>
<td>Wood Stage Flooring</td>
<td>2</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>09 90 00</td>
<td>Painting</td>
<td>2</td>
<td>6</td>
<td></td>
</tr>
</tbody>
</table>

* Samples are required for Architect's "color and material board". To expedite approval, Contractor shall expedite the submittal of these items. Color selections will not be made until all such items are received.

** Number of Catalog Sheets and Shop Drawings are for submittals made in paper form.

END OF SECTION
SECTION 01 35 16
ALTERATION PROJECT PROCEDURES

1. PART 1  GENERAL

1.1 SECTION INCLUDES

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

1.2 DEFINITIONS

A. Protect and Maintain: To remove deteriorating corrosion, reapply protective coatings, and install protective measures such as temporary guards; to provide the least degree of intervention.
B. Repair: To stabilize, consolidate, or conserve; to retain existing materials and features while employing as little new material as possible. Repair includes patching, piecing-in, splicing, consolidating, or otherwise reinforcing or upgrading materials. Repair also includes limited replacement to match existing, rehabilitation, and reconstruction, with compatible substitute materials for deteriorated or missing parts of features when there are surviving prototypes.
C. Replace: To duplicate and replace entire features with new material to match existing. Replacement includes the following conditions:
   1. Duplication: Includes replacing elements damaged beyond repair or missing. Original material is indicated as the pattern for creating new duplicated elements.
   2. Replacement with New Materials: Includes replacement with new material when original material is not available as patterns for creating new duplicated elements.
   3. Replacement with Substitute Materials: Includes replacement with compatible substitute materials. Substitute materials are not allowed, unless otherwise indicated.
D. Remove: To detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
E. Remove and Salvage: To detach items from existing construction and deliver them to Owner.
F. Remove and Reinstall: To detach items from existing construction, repair and clean them for reuse, and reinstall them where indicated.
G. Existing to Remain or Retain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed and salvaged, or removed and reinstalled.
H. Match Existing: Material that matches existing materials, as much as possible, in species, cut, color, grain, and finish.

1.3 SUBMITTALS

A. If alternate methods and materials to those indicated are proposed for any work, provide written description of proposed methods and comparable products.
B. Where existing conditions may be misconstrued as damage caused by alteration procedures submit evidence of adjacent construction before work begins.
2. PART 2  PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials: As specified in product Sections; match existing products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspection and testing products where necessary, referring to existing Work as a standard.

3. PART 3  EXECUTION

3.1 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of alteration Work means acceptance of existing conditions.

3.2 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

3.3 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion and to accommodate Owner occupancy.

B. Remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition.

C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

D. Install products as specified in individual Sections.

3.4 TRANSITIONS

A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work to match existing adjacent Work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, request instructions from Architect.

3.5 ADJUSTMENTS

A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/8 inch or more occurs, request instructions from Architect.
C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required.

D. Fit work at penetrations of surfaces as specified in Section 01 73 29.

3.6 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

B. Repair substrate prior to patching finish.

3.7 FINISHES

A. Finish surfaces as specified in individual Product Sections.

B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.8 CLEANING

A. Match samples of existing materials that have been cleaned and identified for acceptable cleaning levels.

B. Avoid over cleaning to prevent damage to existing materials.

END OF SECTION
SECTION 01 42 19
REFERENCE STANDARDS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Definitions.

B. Specification format and content.

C. Industry standards.

D. Codes and standards.

E. Governing regulations/authorities.

1.2 DEFINITIONS

A. General: Basic contract definitions are included in the General Conditions.

B. Regulations: Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the work.

1.3 SPECIFICATION FORMAT AND CONTENT

A. Specifications are organized into Divisions and Sections based on the Construction Specifications Institute's 50-Division Master Format 2010 numbering system.

B. The sections are placed in the Project Manual in numeric sequence; however, this sequence is not complete and the Table of Contents of the specifications must be consulted to determine the total listing of sections.

C. The section title is not intended to limit the meaning or content of the section, nor to be fully descriptive of the requirements specified therein.

D. The organization of the specifications shall not control the division of the work among subcontractors or establish the extent of work to be performed by any trade.

E. Specifications use certain conventions regarding style of language and the intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are:

1. Language used in Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable to maintain the context of the Contract Document indicated.

2. Imperative and streamlined language is generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. Subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor, or by others when so noted.

3. The words "shall be" are implied wherever a colon (:) is used within a sentence or phrase.

1.4 INDUSTRY STANDARDS

A. Except where Contract Documents include more stringent requirements, applicable construction industry standards shall apply as if bound into the Contract Documents to the extent referenced. Such standards are made part of Contract Documents by reference.
B. Conform to reference standard by date of issue current on date for receiving bids except when a specific date is indicated.

C. Where compliance with 2 or more standards is specified and where standards may establish different or conflicting requirements for quantities or quality levels, the more stringent, higher quality and greater quantity of work shall apply.

D. The quantity or quality level shown or specified shall be the minimum provided or performed. Indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements.

E. Each entity engaged in construction of the work is required to be familiar with industry standards applicable to its construction activity.

F. Copies of applicable standards are not bound with the Contract Documents. Where copies of standards are needed to perform a required activity, Contractor shall obtain copies directly from publication source.

G. Trade associations names and titles of general standards are frequently abbreviated. Where such abbreviations are used in the Specifications or other Contract Documents, they shall mean the recognized trade association, standards-generating organization, authority having jurisdiction, or other entity applicable to the content of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., available in most libraries.

H. Refer to individual specification sections and related drawings for names and abbreviations of trade associations and standards applicable to specific portions of the work. In particular, refer to Division 23 for names and abbreviations applicable to mechanical work, and refer to Division 26 for names and abbreviations applicable to electrical work.

I. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 CODES AND STANDARDS

A. Latest edition of pertaining ordinances, laws, rules, codes, regulations, standards, and others of public agencies having jurisdiction of the work are intended wherever reference is made in either the singular or plural to Code or Building Code except as otherwise specified, including but not limited to latest edition of those in the following listing.

1. 2013 California Building Standards Administrative Code (CBSAC), California Code of Regulations (CCR), Title 24, Part 1


6. 2013 California Energy Code, California Code of Regulations (CCR) Title 24, Part 6

1.6 GOVERNING REGULATIONS/AUTHORITIES

A. Authorities having jurisdiction have been contacted where necessary to obtain information for preparation of Contract Documents. Contact authorities having jurisdiction directly for information having a bearing on the work.

B. Comply with all federal, state and local laws, ordinances, rules and regulations indicated and which bear on the conduct of the work.

2. PART 2 PRODUCTS

NOT USED

3. PART 3 EXECUTION

NOT USED

END OF SECTION
1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Interpretation of requirements.
B. Quality assurance and control of installation.
C. Tolerances.
D. Field samples.
E. Mock-up.
F. Manufacturers’ field services and reports.

1.2 INTERPRETATION OF REQUIREMENTS

A. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement.
B. The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation shall comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits.
C. Where codes or specified standards indicate higher standards, more stringent tolerances or more precise workmanship than levels shown or specified, comply with most stringent requirements.
D. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1.3 QUALITY ASSURANCE/CONTROL OF INSTALLATION

A. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this project, whose work has resulted in construction with a record of successful in-service performance.
B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
D. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
E. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
F. Comply fully with manufacturers’ instructions, including each step in sequence.
G. Should manufacturers’ instructions conflict with Contract Documents, request clarification from Architect before proceeding.
H. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.4 TOLERANCES
A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturer's tolerances. Should manufacturer's tolerance conflict with Contract Documents, request clarification from Architect before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

1.5 FIELD SAMPLES
A. Install field samples at the site as required by individual specifications sections for review.
B. Acceptable samples represent a quality level for the Work.
C. Where field sample is specified in individual sections to be removed, clear area after field sample has been reviewed by Architect.

1.6 MOCK-UP
A. Mock-up will be performed under provisions identified in this section and identified in the respective product specification sections.
B. Assemble and erect specified items, with specified attachment and anchorage devices, flashings, seals and finishes.
C. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
D. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been reviewed by Architect.

1.7 MANUFACTURERS' FIELD SERVICES AND REPORTS
A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment and other field services as applicable, and to initiate instructions when necessary.
B. Individuals to report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
C. Submit report in duplicate within 15 days of observation to Architect for review.

2. PART 2 PRODUCTS
Not Used

3. PART 3 EXECUTION
3.1 GENERAL INSTALLATION
A. Comply with requirements specified in Section 01 73 00.

3.2 EXAMINATION
A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
B. Verify that existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify that utility services are available, of the correct characteristics, and in the correct locations.

3.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

END OF SECTION
SECTION 01 45 29
TESTING LABORATORY SERVICES

1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Selection and payment.
B. Contractor submittals.
C. Laboratory responsibilities.
D. Laboratory reports.
E. Limits on testing laboratory authority.
F. Contractor responsibilities.
G. Schedule of inspections and tests.
H. Test and inspection form.

1.2 REFERENCES

A. ASTM C140 - Standard Test Methods for Sampling and Testing Concrete Masonry Units and Related Units.
B. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
C. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
D. CBC - California Building Code, Title 24, Part 2 of the California Code of Regulations (CCR).
E. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section.
F. IR - Interpretation of Regulation Documents, Division of the State Architect.

1.3 SELECTION AND PAYMENT

A. Owner will employ and pay for services of an independent testing laboratory to perform specified inspection and testing as specified by Owner's testing laboratory.

B. Owner will pay cost of testing and inspection except the following for which the Contractor shall reimburse the Owner through deductive change order:
   1. Any retesting and sampling required due to failure of original test.
   2. Any testing and inspection required to be performed that requires testing laboratory or agency to perform services outside the state of California.
   3. Concrete design mix.
   4. Additional testing expenses caused by failure of the Contractor to adhere to construction schedule or caused by failure of the Contractor to give proper advanced notice or caused by Contractor delay.

C. Contractor shall employ and pay for services required to perform specified inspection and testing specified as Contractor responsibility.
D. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.4 QUALITY ASSURANCE

A. Comply with requirements of ASTM E329 and ASTM D3740.

B. Laboratory Staff: Maintain a full time registered engineer on staff to review services.

C. Testing Equipment: Capable of performing tests required calibrated at reasonable intervals with devices acceptable to the National Bureau of Standards.

D. All testing agency management, laboratory, and field supervisory personnel shall have at least five years experience in the inspection and testing of work and materials of construction.

E. Testing laboratory shall maintain a current letter of acceptance issued by the Division of the State Architect (DSA) demonstrating that it has met the criteria established by the Division of the State Architect for performance of inspection work and testing of materials. Laboratory to furnish copy of acceptance letter upon request.

1.5 OWNER'S TESTING LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Inspector.

B. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.

C. Perform specified inspection, sampling, and testing of products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Architect and Contractor of observed irregularities or non-conformance of Work or products.

F. Perform additional inspections and tests required by Architect.

G. Attend preconstruction conferences and progress meetings when requested by Architect.

1.6 LABORATORY REPORTS

A. After each inspection and test, promptly submit within no more than 14 days of the date of the inspection or test one copy of laboratory report to Architect, Engineer, Owner's Resident Inspector, Division of the State Architect and to Contractor. Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately to the Architect, Engineer, Owner's Resident Inspector, Division of the State Architect and the Contractor.

B. Include:

1. Date issued.
2. Project title and number.
3. Name of inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specifications section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test.
9. Ambient conditions at time of test or sample-taking.
10. Results of tests and interpretation of test results.
11. Professional opinion as to whether tested work is in conformance with Contract Documents.
12. Recommendations on retesting.

C. Verification of Test Reports: Each testing agency shall submit to the Architect and the Division of the State Architect a verified report in duplicate covering all of the tests which were required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time and at the completion of the project, covering all tests.

1.7 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
B. Laboratory may not approve or accept any portion of the Work.
C. Laboratory may not assume any duties of Contractor.
D. Laboratory has no authority to stop the Work.

1.8 CONTRACTOR RESPONSIBILITIES

A. Submit proposed mix designs to Architect for review in accordance with Section 03 30 00.
B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.
C. Notify Architect, Owner's Resident Inspector and testing laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
   1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to the Contractor's negligence.
   2. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract be tested, in order that the Owner may arrange for the testing of same at the source of supply.
   3. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in the job.
D. Employ and pay for services of Owner's testing laboratory to perform additional inspections, sampling and testing required when initial tests indicate work does not comply with contract documents.

1.9 SCHEDULE OF INSPECTIONS AND TESTS BY OWNER'S TESTING LABORATORY

A. Perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), Title 24, Part 2, of the California Code of Regulations (CCR).
   1. Structural Tests and Special Inspections
      (a) General - 1701A
      (b) Approvals - 1703A
      (c) Special Inspections - 1704A
         (1) Structural Steel - 1705A.2 and Table 1705A.2.1
2. Structural Steel (Chapter 22A)

(a) Materials

(1) Material Identification - 2203A

(2) Inspection and Tests of Structural Steel 1705A.2

(3) Tests of H.S. Bolts, Nuts, Washers - 2213A.1

(4) Tests of End Welded Studs - 2213A.2
(5) Steel Joist Tests - 1705A.2.2.3
(6) Shop Fabrication Inspection - 1705A2.2.3
(7) High Strength Bolt Inspection - 1705A.2.1 - Table 1705A2.1
(8) Welding Inspection - 1705A.2.2.5
(9) Nelson Stud Welding - 2213A.2
(10) Non-Destructive Weld Testing - DSA IR 17-2

3. Wood (Chapter 23)

(a) Materials
   (1) Lumber and Plywood Grading - 2303
   (2) Pre-Fabricated Wood I-Joists - 2303.1.2
   (3) Glued-Laminated Members - 2303.1.3
   (4) Wood Structural Panels - 2303.1.4
   (5) Fiberboard - 2303.1.5
   (6) Hardboard - 2303.1.6
   (7) Particleboard - 2303.1.7
   (8) Floor Underlayment - 2303.1.7.1
   (9) Preservative Treatment - 2303.1.8
   (10) Structural Composite Lumber - 2303.1.9
   (11) Fire-Retardant Treated Wood - 2303.2

(b) Wood Inspection
   (1) Timber Connectors - 1704A.6.4
   (2) Plate Connected Wood Trusses - 1704A.6.2
   (3) Glu-Laminated Fabrication - 1704A.6.3.1

NOTE: Strength tests are not required for equipment pads, pipe and conduit cover and minor non-structural concrete.

5. Steel - Chapter 22:
   (a) Structural Steel - 2203.1
   (b) Welding - 2204.1
   (c) Bolts - 2204.2

B. Special Inspection - 1704 - As indicated on the drawings.
C. Perform additional test required by individual Specification Sections.
1.10 INSPECTION BY THE OWNER

A. An Inspector employed by the Owner in accordance with the requirements of the California Code of Regulations Title 24, Part 1 will be assigned to the work. His duties are specifically defined in Section 4-342 of Title 24, Part 1.

B. The Owner and his representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

C. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract. The presence of an Inspector shall in no way change, mitigate or alleviate the responsibility of the Contractor.

D. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.

E. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24, Part 2 of the California Code of Regulations or evidence that any material or construction does not conform to the requirements of Title 24, Part 2 of the California Code of Regulations, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

3.1 STRUCTURAL TEST AND INSPECTION FORM

A. Form DSA 103 attached.

END OF SECTION
SECTION 01 61 00
PRODUCT REQUIREMENTS

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Products.
B. Transportation and handling.
C. Storage and protection.
D. Damage and restoration.

1.2 PRODUCTS

A. Products may also include existing materials or components required for reuse that were obtained from this project.
B. Products specified or recycled from other projects are not considered new products.
C. Provide interchangeable components of the same manufacturer, for similar components.
D. Provide products that comply with the Contract Documents, that are undamaged and are unused at the time of installation.
E. Provide products complete with all accessories, trim, finish, safety guards and other devices and detail needed for a complete installation and for the intended use and effect.
F. Where a specific manufacturer's product is specified as the basis of design, the designation shall establish the qualities relating to type, function, dimension, in-service performance, physical properties, appearance and other characteristics for comparable products of other named manufacturers.
G. Where products are specified by name or by manufacturer provide the product or manufacturer specified. No substitutions will be permitted unless made under the provisions of Section 01 25 13.
H. Where specifications only describe a product or assembly by listing exact characteristics required, provide a product or assembly that provides the characteristics.
I. Where specifications only require compliance with performance requirements, provide products that comply with those requirements.
J. Where the specifications only require compliance with an imposed code, standard or regulation, provide a product that complies with the standards, codes or regulations specified.
K. Where specifications require review and acceptance of a sample, the Architect's decision will be final on whether a proposed product sample is acceptable or not.
L. Provide materials and products specified in the full range of color, texture and pattern for selection by Architect. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, Architect may select from any color range at no additional cost to Owner.
M. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
N. Where product is designated to match an existing product, provide product that matches in size, profile, finish, dimension and other characteristics the existing product identified.
1.3 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.
B. Schedule delivery to minimize long-term storage at site to prevent overcrowding of construction spaces.
C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
D. Deliver products in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 STORAGE

A. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
B. Store sensitive products in weather-tight, climate controlled enclosures.
C. Store products in a manner that will not damage or overload project structure.
D. For exterior storage of fabricated products, place on sloped supports, above ground.
E. Provide off-site storage when site does not permit on-site storage.
F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
G. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
I. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
J. Prevent the discharge of pollutants to storm water from storage of materials on-site using best management practice techniques defined in Chapter 4 of the Construction Activity Handbook published by the Storm Water Quality Task Force.

1.5 PROTECTION

A. Protect installed Work and provide special protection where specified in individual specification Sections.
B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to minimize damage.
C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects.
E. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
F. Provide humidity and temperature control for installed products as recommended by materials manufacturer.

G. Prohibit traffic from landscaped areas.

1.6 DAMAGE AND RESTORATIONS

A. Damage to existing or new work whether accidental or not shall be restored or replaced as specified or directed by Architect.

B. Restoration shall be equal to structural performance of original work.

C. Finish shall match appearance of existing adjacent work.

D. Work not properly restored or where not capable of being restored shall be removed and replaced.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION
1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Administrative and procedural requirements for the following:
   1. Salvaging nonhazardous demolition and construction waste.
   2. Recycling nonhazardous demolition and construction waste.
   3. Disposing of nonhazardous demolition and construction waste.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

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

1.3 PERFORMANCE REQUIREMENTS

A. Salvage/Recycle Goals: Salvage and recycle as much nonhazardous demolition and construction waste as possible. Owner has established a minimum goal of 75 percent by weight of total waste generated by the Work for the following materials:

   1. Demolition Waste:
      (a) Wood studs.
      (b) Wood joists.
      (c) Plywood and oriented strand board.
      (d) Wood paneling.
      (e) Wood trim.
      (f) Structural and miscellaneous steel.
      (g) Insulation.
      (h) Supports and hangers.
      (dd) Electrical floor boxes.

   2. Construction Waste:
      (a) Lumber.
      (b) Wood sheet materials.
      (c) Wood trim.
      (d) Insulation.
      (e) Electrical conduit.
      (f) Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
         (1) Paper.
         (2) Cardboard.
         (3) Boxes.
         (4) Plastic sheet and film.
         (5) Polystyrene packaging.
         (6) Wood crates.
         (7) Plastic pails.
1.4 SUBMITTALS

A. Submit waste management plan and progress reports under the provisions of Section 01 33 00.

B. Waste Management Plan: Submit plan within 14 days of date established for the Notice of Award.

C. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit reports. Include separate reports for demolition and construction waste. Include the following information:
   1. Material category.
   2. Generation point of waste.
   3. Total quantity of waste in tons.
   4. Quantity of waste salvaged, both estimated and actual in tons.
   5. Quantity of waste recycled, both estimated and actual in tons.
   6. Total quantity of waste recovered (salvaged plus recycled) in tons.
   7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

D. Forms: Prepare waste reduction progress reports on forms included at end of Part 3.

E. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

F. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

G. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

H. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

I. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.5 QUALITY ASSURANCE

A. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 01 Section 01 31 00 - Project Management and Coordination. Review methods and procedures related to waste management including, but not limited to, the following:
   1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
   2. Review requirements for documenting quantities of each type of waste and its disposition.
   3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
   4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
   5. Review waste management requirements for each trade.

1.6 WASTE MANAGEMENT PLAN

A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of demolition and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1. Total quantity of waste.

2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.

3. Total cost of disposal (with no waste management).

4. Revenue from salvaged materials.

5. Revenue from recycled materials.


7. Savings in hauling and tipping fees that are avoided.

8. Handling and transportation costs. Include cost of collection containers for each type of waste.

9. Net additional cost or net savings from waste management plan.

E. Forms: Prepare waste management plan on forms included at end of Part 3.

2. PART 2 PRODUCTS

NOT USED

3. PART 3 EXECUTION

3.1 PLAN IMPLEMENTATION

A. General: Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

B. Waste Management Coordinator: Waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.

C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

1. Distribute waste management plan to everyone concerned within 3 days of submittal return.

2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Division 01 Section 01 50 00 - Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control.

3.2 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until installation.

4. Protect items from damage during transport and storage.

5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale: Not permitted to be sold on Project site.

C. Salvaged Items for Donation: Permitted on Project site.

D. Salvaged Items for Owner's Use:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area on-site or off-site designated by Owner.

5. Protect items from damage during transport and storage.

E. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Receivers and Processors: Licensed entity normally engaged in the business of receiving, recycling, and processing waste materials with a minimum of 5 years of documented experience with the types of waste products to be processed under the provisions of this section.

C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.

D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.

1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.

2. Inspect containers and bins for contamination and remove contaminated materials if found.

3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.

5. Store components off the ground and protect from the weather.
6. Remove recyclable waste off Owner’s property and transport to recycling receiver or processor.

3.4 RECYCLING DEMOLITION WASTE

A. Metals: Separate metals by type.
   1. Structural Steel: Stack members according to size, type of member, and length.
   2. Remove and dispose of bolts, nuts, washers, and other rough hardware.

B. Electrical Devices: Floor boxes.

C. Conduit: Reduce conduit to straight lengths and store by type and size.

3.5 RECYCLING CONSTRUCTION WASTE

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

B. Site-Clearing Wastes: Chip brush, branches, and trees on-site.
   1. Comply with requirements in Division 32 Section 32 90 00 - Planting for use of chipped organic waste as organic mulch. A minimum of 100 percent of site clearing waste to be recycled.

C. Wood Materials:
   1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
      (a) Comply with requirements in Division 32 Section 32 90 00 - Planting for use of clean sawdust as organic mulch.

3.6 DISPOSAL OF WASTE

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

B. Do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Burning: Do not burn waste materials.

D. Disposal: Transport waste materials off Owner’s property and legally dispose of them.

3.7 FORMS

A. Waste Management Plan Forms Attached:

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<th>MATERIAL CATEGORY</th>
<th>GENERATION POINT</th>
<th>TOTAL QUANTITY OF WASTE TONS (A)</th>
<th>QUANTITY OF WASTE SALVAGED TONS (B)</th>
<th>QUANTITY OF WASTE RECYCLED TONS (C)</th>
<th>TOTAL QUANTITY OF WASTE RECOVERED TONS (D = B + C)</th>
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SECTION 01 77 00
CLOSEOUT PROCEDURES

1. PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout Procedures.
B. Final Cleaning.
C. Pest Control.
D. Adjusting.
E. Demonstration and Instructions.
F. Project Record Documents.
G. Operation and Maintenance Data.
H. Warranties.
I. Spare Parts and Maintenance Materials.
J. DVBE Participation Report.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.
B. Prepare and submit to Architect a list of items to be completed or corrected, the value of the items on the list, and reasons why the Work is not complete.
C. Submit written request to Architect for review of Work.
D. Submit warranties, bonds, service agreements, certifications, record documents, maintenance manuals, receipt of spare parts and similar closeout documents.
E. Make final changeover of permanent locks and deliver keys to Owner.
F. Terminate and remove temporary facilities from Project site.
G. Advise Owner of change over in heat and other utilities.
H. Provide submittals to Architect that are required by governing or other authorities.
I. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
J. Submit affidavit of payment of debts and claims, AIA Document G706.
K. Submit affidavit of release of liens, AIA Document G706A.
L. Submit consent of contractors surety to final payment, AIA Document G707.
M. Owner will occupy portions of the building as specified in Section 01 11 00.
1.3 FINAL CLEANING
   A. Execute final cleaning prior to final review by Architect.
   B. Employ experienced professional cleaners for final cleaning.
   C. Clean interior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
   D. Remove waste and surplus materials, rubbish, and construction facilities from the site.
   E. Leave project clean and ready for occupancy by Owner.

1.4 ADJUSTING
   A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.5 DEMONSTRATION AND INSTRUCTIONS
   A. Demonstrate operation and maintenance of products, systems, and equipment to Owner's personnel two weeks prior to date of final review.
   B. For each demonstration submit list of participants in attendance.
   C. Provide two copies of video tape of each demonstration and instructions session.
   D. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
   E. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
   F. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times, at equipment location.
   G. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.6 PROJECT RECORD DOCUMENTS
   A. Maintain on site, one set of the following record documents; record actual revisions to the Work in contrasting color.
      2. Specifications.
      3. Addenda.
      4. Change Orders and other Modifications to the Contract.
      5. Reviewed shop drawings, product data, and samples.
   B. Store Record Documents separate from documents used for construction.
   C. Record information concurrent with construction progress.
   D. Specifications: Legibly mark and record at each Product Section in contrasting color ink, description of actual Products installed, including the following:
      1. Manufacturer's name and product model and number.
2. Supplier and installer’s name and contact information.
3. Changes made by Addenda and Modifications.

E. Contract Drawings and Shop Drawings: Legibly mark each item in contrasting color ink to record actual construction including:
   1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   3. Field changes of dimension and detail.
   4. Details not on original Contract Drawings.
   5. Revisions to electrical circuitry and locations of electrical devices and equipment.
   6. Note change orders, alternate numbers, and similar information, where applicable.
   7. Identify each record drawing with the written designation of “RECORD DRAWING” located in prominent location.

F. Record Digital Data Files: Immediately before inspection for Substantial Completion, review marked-up record prints with Architect [and Construction Manager]. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
   1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
   2. Format: Annotated PDF electronic file with comment function enabled.
   3. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
   4. Refer instances of uncertainty to Architect through Construction Manager for resolution.
      (a) Refer to Section 01 33 00 “Submittal Procedures” for requirements related to use of Architect's digital data files.
      (b) Architect will provide data file layer information. Record markups in separate layers.

G. Final Property Survey: Under the provisions of Section 01 73 00.

H. Record Construction Schedule: Under the provisions of Section 01 32 16.

I. Submit documents to Architect at time of Substantial Completion.

1.7 OPERATION AND MAINTENANCE DATA

A. Summary:
   1. Organize operation and maintenance data with directory.
   2. Provide operation and maintenance manuals for products, systems, subsystems, and equipment.
   3. Refer to Divisions 02 thru 49 for specific operation and maintenance manual requirements for the Work in those Divisions.
B. Submit two sets prior to final review, bound in 8-1/2 inch x 11 inch, three ring D size binders with durable vinyl covers.

C. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.

D. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with laminated plastic tabs.

E. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Engineers, Contractor, subcontractors, and major equipment suppliers and manufacturers.

F. Part 2: Operation and maintenance instructions, arranged by specification section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
   1. Performance and design criteria.
   2. List of equipment.
   3. Parts list for each component.
   4. Start-up procedures.
   5. Shutdown instructions.
   7. Wiring diagrams.
   8. Control diagrams.
   9. Maintenance instructions for equipment and systems.
   10. Maintenance instructions for finishes, including recommended cleaning methods and materials.

G. Part 3: Project documents and certificates, including the following:
   1. Shop drawings and product data.
   2. Air and water balance reports.
   3. Certificates.
   4. Warranties.

1.8 WARRANTIES

A. Commencement of warranties shall be date of Substantial Completion.

B. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

C. Provide duplicate notarized copies in operation and maintenance manuals.

D. Execute and assemble documents from subcontractors, suppliers, and manufacturers.

E. Provide Table of Contents and assemble in binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of warranty on the work that incorporates the products.
H. Manufacturer's disclaimer and limitations on product warranties do not relieve suppliers, manufacturer's, and subcontractors required to countersign special warranties with Contractor.

I. When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access for correction of warranted construction.

J. When work covered by warranty has failed and has been corrected, reinstate warranty by written endorsement. Reinstated warranty shall be equal to original warranty with equitable adjustment for depreciation.

K. Upon determination that Work covered by warranty has failed, replace or repair Work to an acceptable condition complying with requirements of the Contract Documents.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

B. Deliver to Project site and place in location as directed.

C. Obtain signed receipt for delivery of materials and submit prior to request for final review by Architect.

1.10 COMMISSIONING

A. All commissioning work as specified in Section 01 91 13 must be complete prior to Substantial Completion.

B. Exceptions to commissioning work being complete prior to Substantial Completion are planned control system training performed after occupancy and any required seasonal testing or deferred testing.

C. Commissioning activities are non-compensable and cannot be a cause for a delay claim.

1.11 DISABLED VETERAN BUSINESS ENTERPRISE ("DBVE") PARTICIPATION

A. Submit DVBE Participation Report as stipulated by Document 00 65 73.

B. Provide supplemental report to substantiate non-compliance with District goal of three percent (3%) participation if required.

2. PART 2 PRODUCTS

Not Used

3. PART 3 EXECUTION

Not Used

END OF SECTION
SECTION 02 41 19
SELECTIVE DEMOLITION

1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Removal of designated building equipment and fixtures.
B. Removal of designated construction.
C. Disposal of materials.
D. Storage of salvaged materials.
E. Cap and identify utilities.
F. Temporary partitions to allow building occupancy.
G. Temporary fire protection.
H. Schedule of materials and equipment.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
B. Disposal: Removal off-site of demolition waste and subsequently deposit in landfill acceptable to authorities having jurisdiction.
C. Salvage: Recovery of demolition waste for subsequent reuse.
D. Recycle: Recovery of demolition waste for subsequent processing.
E. Existing to Remain: Items of construction that are not to be removed and that are not indicated to be removed salvaged, or recycled.

1.3 MATERIALS OWNERSHIP

A. Historic items, relics, cornerstones, commemorative plaques, tablets and similar objects encountered during demolition are to remain the Owner's property.
B. Carefully remove each item in a manner to prevent damage and deliver to Owner.

1.4 SUBMITTALS

A. Predemolition Photographs: Show conditions of exiting adjacent construction and site improvements that might be misconstrued as damaged by demolition operations. Submit before work begins.
B. Record Documents: Submit under provisions of Section 01 77 00. Accurately record locations of utilities and subsurface obstructions.

1.5 REGULATORY REQUIREMENTS

A. Conform to applicable codes for demolition work, safety of structure, electrical disconnection and reconnection dust control and disposal of materials.
B. Comply with California Fire Code (CFC), California Code of Regulations, (CCR) Title 24, Part 9, Chapter 5 - Fire Service Features and Chapter 33 - Fire Safety During Construction and Demolition.
C. Obtain required permits from authorities.
D. Notify affected utility companies before starting work and comply with their requirements.
E. Do not close or obstruct egress width to exits.
F. Do not disable or disrupt building fire or life safety systems without 3 day prior written notice to the Owner.

1.6 PROJECT CONDITIONS
A. Areas of buildings to be demolished will be evacuated and their use discontinued before start of work.
B. Owner will occupy building(s) adjacent to demolition area. Conduct demolition so owner’s operation will not be disrupted.
C. Provide at least 72 hour notice to Owner of activities that will affect Owner’s operation.
D. Maintain access to existing walkways, exits and other adjacent occupied facilities.
E. Owner assumes no responsibility for areas of buildings to be demolished.
F. Hazardous Materials: It is not anticipated that hazardous materials will be encountered in the work.
   1. Hazardous materials will be removed by Owner before start of work.
   2. Hazardous materials will be removed by Owner under separate contract.
   3. If materials suspected of containing hazardous materials are encountered, do not disturb. Notify Architect.
   4. Conform to applicable regulatory procedures when discovering hazardous or contaminated materials.

1.7 SEQUENCING
A. Sequence work under the provisions of Section 01 11 00.
B. Sequence activities in the following phases:
   1. Phase 1: Removal of all items listed to be removed and stored.
   2. Phase 2: Stage flooring demolition and re-installation including floor boxes.
   3. Phase 3: Rigging equipment and lines.
C. Owner will conduct salvage operations before demolition begins to remove materials and equipment that the Owner chooses to retain.

1.8 SCHEDULING
A. Schedule work under provisions of Section 01 32 16.
B. Schedule Work to coincide with new construction and owner occupancy.
C. Perform work during normal hours of operation.
D. Notify Owner in writing 5 days in advance of any required work to be performed on a weekend or holiday.
E. Perform noisy, malodorous, dusty, work:
   1. Between the hours of 7:00 a.m. and 5:00 p.m.
F. Coordinate utility and building service interruptions with Owner.
G. Schedule tie-ins to existing systems to minimize disruption.

H. Coordinate Work to ensure fire sprinklers, fire alarms, smoke detectors, emergency lighting, exit signs and other life safety systems remain in full operation in occupied areas.

1.9 PROJECT CONDITIONS

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Cease operations immediately if structure appears to be in danger and notify Architect. Do not resume operations until directed.

2. PART 2 PRODUCTS

Not Used.

3. PART 3 EXECUTION

3.1 EXAMINATION

A. Correlate existing conditions with requirements indicated.

B. Inventory and record condition of items to be removed and salvaged.

C. Execute predemolition photographs.

3.2 PREPARATION

A. Existing Utilities: Locate, identify, disconnect and seal or cap off indicated utilities serving areas to be demolished.

B. Salvaged Items: Clean, pack and identify items for storage and delivery to Owner.

C. Protect existing items which are not indicated to be salvaged, removed, or altered.

D. Erect and maintain weatherproof closures for exterior openings.

E. Erect and maintain temporary partitions to prevent spread of dust, fumes, noise, and smoke to provide for Owner occupancy as specified in Section 01 11 00.

3.3 DEMOLITION

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Cease operations immediately if structure appears to be in danger. Notify Architect. Do not resume operations until directed.

C. Maintain protected egress and access to the Work.

D. Maintain fire safety during demolition in accordance with CFC, Chapter 33.

E. Demolish in an orderly and careful manner. Protect existing supporting structural members.

3.4 SALVAGING OF DEMOLITION MATERIALS

A. Salvage materials under the provisions of Section 01 74 19.

B. Clean salvaged items.

C. Pack or crate items after cleaning. Identify contents.

D. Store items in secure area until delivery to Owner.
E. Protect items from damage.
F. Install salvaged items to comply with requirements for new materials and equipment.

3.5 RECYCLING OF DEMOLITION MATERIALS
A. Recycle demolition waste under the provisions of Section 01 74 19.
B. Separate recycled demolition materials from other demolished materials.
C. Stockpile processed materials on-site without intermixing with other materials.
D. Do not store materials within drip line of trees.
E. Transport recyclable materials that are not indicated to be reused off Owner’s property to recycling receiver or processor.
F. Recycled incentives received for building demolition materials shall be equally shared between Contractor and Owner.
G. Wood Materials: Sort and stack members according to size, type and length. Separate dimensional and engineered lumber, panel products, and treated wood materials.
H. Metals: Separate by metal type. Remove nuts, bolts and rough hardware. Sort structural steel by type and size.
I. Roofing: Separate organic and fiberglass shingles and felts. Remove nails, staples and accessories.
J. Doors and Hardware: Brace open end of door frames. Leave hardware attached to doors.
K. Carpet and Pad: Store clean dry carpet and pad in a closed container or trailer.
L. Gypsum Board: Stack large clean pieces on pallets. Remove edge trim and sort with metals. Remove and dispose of fasteners.
M. Acoustical Ceiling Materials: Stack panels and tiles on pallets. Separate suspension system and sort with metals.
N. Equipment: Drain tanks, piping and fixtures. Seal openings with caps or plugs.
O. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves and other components.
P. Lighting Fixtures: Remove lamps and separate by type.
Q. Electrical Devices: Floor boxes.
R. Conduit: Reduce conduit to straight lengths and store by type and size.

3.6 DISPOSAL OF DEMOLISHED MATERIALS
A. Except for items to be recycled, reused, salvaged, reinstalled, or otherwise indicated to remain, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.
B. Do not burn or bury materials on site.

3.7 CLEANING
A. Clean adjacent structures and improvements of dust, dirt and debris caused by demolition.
B. Remove temporary construction.
C. Return adjacent areas to condition existing before demolition operations began.

D. Leave site in a clean condition.

3.8 SCHEDULES

A. Salvage, store, and protect the following materials and equipment for reinstallation:
   1. Curtains.

B. Protect the following materials and equipment to remain:
   1. Weights.
   2. Line sets.

END OF SECTION
SECTION 06 10 00
ROUGH CARPENTRY

1. PART 1 GENERAL

1.1 SECTION INCLUDES
A. Structural floor framing.
B. Floor sheathing.
C. Plywood underlayment over all wood subfloors.
D. Combination subfloor - underlayment.
E. Wood furring, backing and grounds.
F. Preservative treatment of wood.
G. Fire retardant treatment of wood.

1.2 REFERENCES
B. ALSC - American Lumber Standards Committee: Softwood Lumber Standards.
I. FSC – Forest Stewardship Council.
J. MS MIL-L-19140 - Fire Retardant Wood Preservative Chemicals.
L. WCLIB - West Coast Lumber Inspection Bureau: Standard Grading Rules for West Coast Lumber.
M. WWPA - Western Wood Products Association.

1.3 QUALITY ASSURANCE
A. Lumber Grading Agency: Certified by ALSC.
B. Plywood Grading Agency: Certified by APA.

1.4 REGULATORY REQUIREMENTS
A. Conform to CBC, California Building Code, (CCR) California Code of Regulations, Title 24, Part 2, Chapter 23.

1.5 SUBMITTALS

A. Submit product data under provisions of Section 01 33 00.
B. Provide technical data on wood preservative materials and application instructions.
C. In lieu of grade stamping exposed-to-view lumber and plywood, submit manufacturer’s certificate under provisions of Section 01 33 00 that products meet or exceed specified requirements.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store and protect products under provisions of Section 01 61 00.
B. Deliver materials free from pest infestation. Protect materials on site to prevent termite, beetle or other wood boring insect attacks.
C. Stack lumber flat, off grade, with spacers between each bundle to promote air circulation. Provide for air circulation around and under coverings.

2. PART 2 PRODUCTS

2.1 LUMBER MATERIALS

A. Lumber Grading Rules: WCLIB and WWPA. Lumber shall bear WCLIB grade stamp.

2.2 MOISTURE CONTENT

A. 2x and 3x material, 19 percent moisture content, S-Dry. Structural and non structural framing, beam, rafters, joists, studs, plates and blocking.
B. 4x and 6x material, 19 percent moisture content at time of application of Architectural finishes. 22 percent maximum moisture content at time of delivery to project site. Materials to be air dried as required to achieve 22 percent moisture content prior to delivery to site. Structural and non structural framing, beam, rafters, joists, studs, plates and blocking.
C. Lumber materials with a moisture content above 19 percent and less than 22 percent at the time of installation shall be tested for moisture content prior to covering with Architectural finishes. Moisture tests shall be performed under the provisions of Section 01 45 29.
D. No lumber shall be covered with an Architectural finish until the moisture content of the lumber is 19 percent or below.

2.3 PLYWOOD MATERIALS

A. Floor Sheathing: APA Structural I, Grade C-D, [Exposure 1]; [Exterior grade]. Minimum 5-ply construction, meeting Product Standard PS-1-09.
C. Combination Subfloor - Underlayment: APA rated Sturd-I-Floor, Exposure 1, Exterior Grade 1-1/8 inch thick, T & G edges; sanded.
D. Telephone and Electrical Panel Boards: APA Grade C-D with exterior glue, minimum 5 ply, 3/4 inch thick, meeting PS-1-09.
2.4 ORIENTED STRAND BOARD (OSB)

A. OSB sheathing shall conform to Division of the State Architect (DSA) Acceptance Criteria AC 23-2.

B. Roof Sheathing: APA rated sheathing, Exposure 1, Structural 1, meeting PS-2 and PRP-108 with radiant aluminum foil barrier. Nominal thickness not less than 1/2 inch. Span rating of 32/16.

C. Wall Sheathing: APA rated sheathing, Exposure 1, Structural 1, meeting PS-2 and PRP-108. Nominal thickness not less than 1/2 inch. Span rating of 32/16.

2.5 ACCESSORIES

A. Fasteners: Hot-dipped galvanized steel for exterior, high humidity, and treated wood locations; plain finish elsewhere; size and type to suit condition.

B. Connectors: As indicated.

C. Joist Hangers: Galvanized steel, sized to suit joists and framing conditions; manufactured by Simpson, USP Connectors or KC Metals.

D. Anchors: Thru bolt or anchor bolt to concrete or masonry unless otherwise noted. Bolt for anchorage to steel unless otherwise noted.

E. Building Paper: No. 15 asphalt felt. Plain untreated cellulosic building paper.

2.6 WOOD TREATMENT

A. Preservative Treatment: Where lumber or plywood is indicated as treated or is specified herein to be treated, comply with applicable requirements of AWPA Standards C2 (Lumber) and C9 (Plywood).

B. Pressure treat all lumber in contact with ground. After treatment kiln-dry lumber to a maximum moisture content of 19 percent.

C. Pressure treat above ground items as indicated. After treatment, kiln-dry lumber and plywood to a maximum moisture content, respectively, of 19 percent and 15 percent. Treat indicated items and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping and similar members in connection with roofing, flashing, vapor barriers and waterproofing.

2. Horizontal wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

3. Horizontal wood framing members less than 18 inches above grade.

4. Wood floor plates installed over concrete slabs directly in contact with earth.

5. Ends of wood girders entering masonry or concrete walls.

6. Framing members used in exterior door, window, or louver openings.

D. Complete fabrication of treated items prior to treatment, where possible. If cut or drilled after treatment, coat cut or drilled surfaces with heavy brush coat of same chemical used for treatment and to comply with AWPA M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

2.7 FIRE RETARDANT TREATMENT

A. Fire retardant wood to have a flame spread of less than 25 when tested in an extended 30-minute tunnel test according to ASTM E84.

B. Dimensional lumber to be kiln dried to a maximum moisture content of 19 percent after treatment.

C. Plywood to be kiln dried to a maximum moisture content of 15 percent after treatment.
D. Fire retardant wood to comply with AWPA Standard C20 for lumber and C27 for plywood.

E. Fire retardant chemicals to comply with FR-1 of AWPA Standard P-17 and shall be free of halogens, sulfates and ammonium phosphate.

F. Carbon steel, galvanized steel, aluminum, copper, and red brass in contact with fire retardant wood shall exhibit corrosion rates less than one mil per year when tested in accordance with FS MIL-L-19140, Paragraph 4.6.5.2.

G. Fire retardant chemicals must be registered for use as a wood preservative by the U.S. Environmental Protection Agency.

H. Fire retardant treat indicated items and the following:
   1. Roof sheathing.
   2. Wall sheathing.
   3. Wood studs, plates and blocking.
   4. Wood nailers, curbs, equipment support bases, and similar members in connection with roofing and flashing.

3. PART 3 EXECUTION

3.1 FRAMING
   A. Erect wood framing members level and plumb.
   B. Place horizontal members laid flat, crown side-up.
   C. Construct framing members full length without splices.
   D. Double members at openings over 1 sq ft. Space short studs over and under opening to stud spacing.
   E. Construct double joist headers at floor and ceiling openings. Frame rigidly into joists.
   F. Construct double joists under wall studding.
   G. Bridge joists in excess of 8 feet span at mid-span members. Fit solid blocking at ends of members.

3.2 FURRING, BLOCKING AND GROUNDS
   A. Provide wherever shown and where required for attachment of other work. Coordinate with work of other sections.
   B. Item locations include but are not limited to toilet accessories, toilet partitions, door frames, window frames, hardware, access doors and ladders, cabinetry, miscellaneous equipment locations and mechanical, plumbing and electrical item locations and all other locations of wall mounted items.
   C. Install plywood backboards for telephone, data and other electrical equipment.
   D. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with other work involved.
   E. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated.
   F. Build into masonry during installation of masonry work. Where possible, anchor to formwork before concrete placement.
G. Install plumb and level with closure strips at edges and openings. Shim with wood as required for tolerance of finished work.

H. Firestop all concealed spaces of wood stud walls, ceilings and floor levels at 10 foot intervals both vertically and horizontally.

I. Firestop all concealed vertical and horizontal spaces as occur at soffits, vents, stair stringers, pipes and similar openings in compliance with CBC, (CCR) Title 24, Part 2, Section 717.

J. Firestopping shall consist of closely fitted wood blocks of 2 inch nominal thickness lumber of same width as framing members.

3.3 SHEATHING

A. Secure roof sheathing perpendicular to framing members with ends staggered. Secure sheet edges over firm bearing. Provide solid edge blocking between sheets. Space panels 1/8 inch apart at ends and edges.

B. Secure wall sheathing perpendicular to wall studs, with ends staggered, over firm bearing.

C. Secure combination subfloor-underlayment perpendicular to floor framing with end joints staggered. Secure sheet edges over firm bearing. Attach sheathing with subfloor glue and screws. Space panels 1/8 inch apart at ends and edges.

D. Place building paper between underlayment and subflooring.

E. Secure flooring underlayment with screws. Install after dust and dirt generating activities have ceased and prior to application of finished flooring. Apply perpendicular to subflooring. Stagger end joints of underlayment. Space panels 1/32 inch apart at ends and edges.

F. Install telephone and electrical panel back boards where required. Size of backboards to be 12 inches beyond size of electrical panel boards.

3.4 RECYCLING CONSTRUCTION WASTE

A. Recycle lumber waste under the provisions of Section 01 74 19.

3.5 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 45 29.

B. Lumber materials will be inspected for compliance with material grading rules, limitations for moisture content and pest infestation prior to any materials being concealed from view or being covered with an architectural finish.

3.6 TOLERANCES

A. Framing Members: 1/4 inch maximum from true position.

B. Surface Flatness of Floor: 1/4 inch in 10 feet maximum.
1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Batt insulation under stage floor construction.

B. Batt sound insulation between stage floor levels.

1.2 REFERENCES


E. Business and Professions Code.

1.3 PERFORMANCE REQUIREMENTS

A. Materials of this Section shall provide continuity of thermal and moisture barrier at building enclosure elements.

B. Materials of this Section shall provide continuity of sound control where indicated or scheduled.

1.4 REGULATORY REQUIREMENTS

A. Installation of insulation may only commence if insulation meets mandatory manufacturer certification to the California Energy Commission required by Title 24, Part 6, Section 118 of the CBC - California Building Code, (CCR) California Code of Regulations that insulation complies with Title 20, Chapter 4, Article 3 of the California Quality Standards for Insulating Materials.

B. Insulation materials to be certified in compliance with Business and Professions Code Section 19165.

C. Insulation manufacturer to be licensed by the California Department of Consumer Affairs, Bureau of Home Furnishing and Thermal Insulation according to Business and Professions Code, Section 19059.7.

1.5 SUBMITTALS

A. Submit manufacturer's certificates under provisions of Section 01 33 00 that materials meet or exceed specified regulatory requirements.

2. PART 2  PRODUCTS

2.1 MANUFACTURERS - INSULATION MATERIALS


E. Substitutions: Under provisions of Section 01 25 13.
2.2 MATERIALS

A. Thermal Batt Insulation: ASTM C665 preformed glass fiber batt, Type III, Class A, with reflective membrane faced surface with a flame spread of 25 or less, and a smoke density of 50 or less when tested in accordance with ASTM E-84 with reflective membrane surface covering with a flame spread of 75 or less and a smoke density of 150 or less when tested in accordance with ASTM E-84. Category 1 with stapling flanges for attachment of blanket to applicable construction. Equivalent continuous roll membrane facing may be utilized in lieu of individual faced glass fiber batts. Provide R19 under stage floors.

B. Acoustical Batt Sound Insulation, Ceiling: ASTM C665 preformed glass fiber batt, Type III Class A with reflective membrane faced surface with a flame spread of 25 or less, and a smoke density of 50 or less when tested in accordance with ASTM E-84 with reflective membrane surface covering with a flame spread of 75 or less and a smoke density of 150 or less when tested in accordance with ASTM E-84. Category 2. Provide 6-1/2 inch min. thickness.

C. Recycled Content: Minimum post-consumer recycled content shall be 20 percent. Minimum pre-consumer (post-industrial) recycled content shall be 5 percent.

D. Nails or Staples: Steel wire; electroplated; type and size to suit application.

E. Tape: Bright aluminum self-adhering type, mesh reinforced, 2 inch wide.

F. Support Wire: 16 gauge steel wire.

G. Support Rods: 13 gauge, pointed spring steel length as required for stud spacing.

H. Spindle Fasteners: Steel impale spindle and clip on flat metal base, spot welded to substrate self-adhering backing, length to suit insulation thickness, capable of securely and rigidly fastening insulation in place.

3. PART 3 EXECUTION

3.1 EXAMINATION

A. Verify that substrate, adjacent materials, and insulation are dry and ready to receive insulation.

B. Verify that enclosed spaces are ventilated to dissipate humidity.

C. Maximum relative humidity level of less than 50 percent shall be maintained during installation of insulation.

3.2 INSTALLATION

A. Install insulation in accordance with insulation manufacturer's instructions and ASTM C1320.

B. Install batt insulation under floor spaces without gaps or voids.

C. Fill any small spaces around door frames, window frames, skylight frames, and other wall or roof openings with insulation.

D. Fill hollow space of steel door frame, steel window frame and other wall or roof frame with insulation.

E. Fill hollow space created by wall or roof framed headers and jamb spaces with insulation.

F. Install batt sound insulation in interior walls full height of wall.

G. Install batt sound insulation above ceilings in areas as indicated. Extend a minimum of 4'-0" beyond face of vertical dividing partitions of space to be insulated where partition terminates at ceiling.

H. Install batt sound insulation at underside of floor decking between adjacent floor levels.

I. Trim insulation neatly to fit spaces.
J. Fit insulation tight in spaces and tight to exterior side of mechanical and electrical services within the plane of insulation. Leave no gaps or voids.

K. Install with factory applied membrane facing warm side of building spaces.

L. Lap ends and side flanges of vapor barrier membrane over face of framing members.

M. Extend vapor barrier onto any adjacent construction and tape seal edge of vapor barrier.

N. Seal butt ends, lapped flanges, and tears or cuts in membrane with tape or another layer of membrane.

O. Seal joints in vapor barrier caused by pipes, conduits, electrical boxes, and similar items penetrating vapor barrier.

P. Face staple flange over flange of adjacent blanket to wood studs at maximum 6 inches oc.

Q. Tape stapling flange over flange of adjacent blanket to flange of metal stud.

R. Friction fit sound insulation between studs and fill as required to completely fill space between the wall finishes.

END OF SECTION
1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Preparing sealant substrate surfaces.
B. Sealant and backing.

1.2 SUMMARY OF SEALANT LOCATIONS

A. Joints in horizontal surfaces.
   2. Expansion and isolation joints in masonry paving.
   3. Joints in precast concrete paving units.
   4. Joints in stone paving units.
   5. Control and expansion joints in ceramic and quarry tile.
   6. Control and expansion joints in soffits, ceilings and overhead surfaces.
   7. Joints on underside of precast beams and planks.
   8. Perimeter joints in exterior openings.
  11. Perimeter joints of plumbing fixtures.
  12. Acoustical isolation joints between head and sill of walls and floor and ceiling surfaces.
  13. Joints between countertops and wall surfaces.
  15. Joints between thresholds and floors.
  16. Isolation joints in plaster soffits and ceilings.
  17. Joints between dissimilar materials and those listed above.
  18. Other joints as indicated.

B. Joints in vertical surfaces:
   1. Expansion and isolation joints in cast-in-place concrete.
   2. Expansion and isolation joints in masonry.
   4. Expansion and isolation joints in stonework.
5. Control and expansion joints in ceramic and quarry tile.
6. Perimeter joints in exterior openings.
8. Perimeter joints of plumbing fixtures.
10. Joints between cabinets and walls.
11. Joints between wall surfaces and door and window frames.
13. Isolation joints in plaster walls.
14. Joints between dissimilar materials and those listed above.
15. Other joints as indicated.

1.3 REFERENCES
A. ASTM C834 - Latex Sealing Compounds.
C. ASTM C920 - Elastomeric Joint Sealants.
E. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
F. FS TT-S-001657 - Sealing Compound, Single Component, Butyl Rubber Based, Solvent Release Type.
G. SWRI - (Sealant, Waterproofing and Restoration Institute) - Sealant and Caulking Guide Specification.

1.4 SUBMITTALS
A. Submit product data under provisions of Section 01 33 00.
B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.
C. Submit samples under provisions of Section 01 33 00.
D. Submit two samples 4 inches long in size illustrating colors selected.

1.5 QUALITY ASSURANCE
A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum five years documented experience.
B. Applicator: Company specializing in applying the Work of this Section with minimum three years documented experience, approved by sealant manufacturer.
C. Conform to Sealant, Waterproofing, and Restoration Institute (SWRI) requirements for materials and installation.
D. Perform Work in accordance with ASTM C1193.
E. Perform acoustical sealant application work to provide maximum STC values in accordance with ASTM C919.

1.6 ENVIRONMENTAL REQUIREMENTS

A. Do not install solvent curing sealants in enclosed building spaces.
B. Do not install sealant when temperature is less than 40 degrees F.
C. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.7 OPERATION AND MAINTENANCE DATA

A. Submit maintenance data under the provisions of Section 01 77 00.
B. Submit recommended inspection intervals for sealant joints.
C. Submit instructions for repairing and replacing failed sealant joints.

1.8 WARRANTY

A. Provide 5 year warranty under provisions of Section 01 77 00.
B. Include coverage for installed sealants and accessories which fail to achieve air and water seal and exhibit loss of adhesion or cohesion or do not cure.

2. PART 2 PRODUCTS

2.1 MATERIALS

A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer, based on testing and field experience.
B. VOC Content of Interior Sealants: Provide interior sealants and sealant primers that comply with the following limits for VOC content when calculated according to 40 CFR 59, Subpart D (EPA Method 24):
   1. Sealants: 250 g/L.
   2. Sealant Primers for Nonporous Substrates: 250 g/L.
   3. Sealant Primers for Porous Substrates: 775 g/L.

2.2 MANUFACTURERS

A. Manufacturers and their products are listed for each type of sealant. Acceptable manufacturers include the following:

B. Substitutions: Under provisions of Section 01 25 13.

2.3 SEALANTS

A. Type A - Acrylic Latex: One-part, non-sag, mildew resistant acrylic emulsion compound complying with ASTM C834, Type S, Grade NS, formulated to be paintable.

B. Type B - Butyl Sealant: One-part, non-sag solvent-release-curing sealant complying with FS TT-S-001657 for Type 1 and formulated with a minimum of 75 percent solids.
   1. Tremco, Inc., Tremco Butyl Sealant.
   2. Pecora Corporation, BC-158.
   3. Sonneborn, Chemrex, Multi-Purpose Sealant.

C. Type C - Silicone Sealant: One-part nonacid-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.
   1. Dow Corning Corp., Dow Corning 790.
   4. Pecora Corp., 864 or 890.
   5. Sonneborn/Chemrex, Omniseal.

D. Type D - Non-Sag Polyurethane Sealant: Single component sealant complying with ASTM C920, Type S, Grade NS, Class 25:
   1. Pecora Corp., Dynatrol I-XL.

E. Type E - Neutral-Curing Silicone Sealant: One part medium modulus neutral-curing silicone sealant complying with ASTM C920, Type S, Grade NS, Class 25.
   1. Dow Corning Corp., Dow Corning 795.
F. Type F - One-Part Mildew-Resistant Silicone Sealant: Complying with ASTM C920, Type S, Grade NS, Class 25.
   1. Dow Corning Corp., Dow Corning 786.

G. Type H - Acoustical Sealant: Nondrying, nonhardening permanently flexible conforming to ASTM C834.

2.4 ACCESSORIES
   A. Primer: Non-staining type, recommended by sealant manufacturer to suit application.
   B. Joint Cleaner: Non-corrosive and non-staining type, recommended by sealant manufacturer; compatible with joint forming materials.
   C. Joint Backing: ASTM D1056; round, closed cell polyethylene foam rod; oversized 30 to 50 percent larger than joint width.
   D. Bond Breaker: Pressure sensitive tape recommended by sealant manufacturer to suit application.

3. PART 3  EXECUTION

3.1 EXAMINATION
   A. Verify that joint openings are ready to receive Work and field measurements are as shown on Drawings and recommended by the manufacturer.
   B. Beginning of installation means installer accepts existing substrate.

3.2 PREPARATION
   A. Clean and prime joints in accordance with manufacturer's instructions. Prime if recommended by manufacturer.
   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 C1193.
   E. Protect elements surrounding the Work of this Section from damage or disfiguration.

3.3 INSTALLATION
   A. Install sealant in accordance with manufacturer's instructions.
   B. Measure joint dimensions and size materials to achieve required width/depth ratios.
   C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
   D. Install bond breaker where joint backing is not used.
E. Apply sealant within recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.

F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.

G. Tool joints concave unless otherwise detailed.

3.4 CLEANING AND REPAIRING

A. Clean work under provisions of Section 01 77 00.

B. Clean adjacent soiled surfaces.

C. Repair or replace defaced or disfigured finishes caused by Work of this Section.

3.5 PROTECTION OF FINISHED WORK

A. Protect sealants until cured.

3.6 SCHEDULE

<table>
<thead>
<tr>
<th>Type</th>
<th>Location</th>
<th>Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Type A - Acrylic Latex Cure</td>
<td>All interior joints not otherwise scheduled</td>
<td>To match adjacent surfaces</td>
</tr>
<tr>
<td>B. Type B - Butyl</td>
<td>Under thresholds</td>
<td>Black</td>
</tr>
<tr>
<td>C. Type H - Acoustical Sealant</td>
<td>Interior walls between stud track/runner and adjacent construction. Between outlet boxes and gypsum board.</td>
<td>White</td>
</tr>
</tbody>
</table>

END OF SECTION
SECTION 09 64 53
WOOD STAGE FLOORING

PART 1. GENERAL

1.01. SUMMARY

A. Section Includes: Field-finished stage wood flooring.

B. Includes labor, material, equipment, and services necessary to provide a resilient, free-floating wood floor.

1.02. ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. LEED Submittals:

1. Product Data for Credit MR 4: For recycled-rubber underlayment, documentation indicating percentages by weight of postconsumer and preconsumer recycled content. Include statement indicating cost for each product having recycled content.

2. Certificates for Credit MR 7: Chain-of-custody certificates certifying that products specified to be made from certified wood comply with forest certification requirements. Include evidence that mill is certified for chain of custody by an FSC-accredited certification body. Include statement indicating cost for each certified wood product.

3. Product Data for Credit EQ 4.1: For wood flooring installation adhesives, documentation including printed statement of VOC content.

4. Product Data for Credit EQ 4.2: For field-applied finishes for wood flooring, documentation including printed statement of VOC content.

C. Shop Drawings: For each type of floor assembly and accessory. Include plans, elevations, sections, details, and attachments to other work. Include expansion provisions and trim details.

D. Two samples of floor assembly with finish material with sealer, approx. 12” square for Architect's review prior to order and delivery.

1.03. QUALITY ASSURANCE

A. Manufacturer Qualifications: A qualified manufacturer that is certified for chain of custody by an FSC-accredited certification body.

B. Build mockup of typical flooring area as shown on Drawings.

1. To set quality standards for sanding and application of field finishes, prepare finish mockup of floor area as shown on Drawings.

2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.

3. Approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.04. DELIVERY, STORAGE, AND HANDLING

A. Deliver wood flooring materials in unopened cartons or bundles.

B. Protect flooring material from excessive moisture in shipment, storage, and handling. Store in dry place with adequate air circulation. Do not deliver materials during any building "wet work" (e. g. concrete, plaster, etc.) has been completed and cured to equilibrium condition.

C. Allow flooring materials to fully acclimate per manufacturer’s recommendation to building environmental conditions with a minimum of 5 days.
D. Store wood flooring materials in a dry, warm, ventilated, weather tight location.

1.05. PROJECT CONDITIONS

A. Conditioning period begins not less than seven days before wood flooring installation, is continuous through installation, and continues not less than seven days after wood flooring installation.

1. Environmental Conditioning: Maintain an ambient temperature between 65 and 75 deg F (18 and 24 deg C) and relative humidity planned for building occupants in spaces to receive wood flooring during the conditioning period.

2. Wood Flooring Conditioning: Move wood flooring into spaces where it will be installed, no later than the beginning of the conditioning period.
   a. Do not install flooring until it adjusts to relative humidity of, and is at same temperature as, space where it is to be installed.
   b. Open sealed packages to allow wood flooring to acclimatize immediately on moving flooring into spaces in which it will be installed.

B. After conditioning period, maintain relative humidity and ambient temperature planned for building occupants.

PART 2. PRODUCTS

2.01. WOOD FLOOR SYSTEM

A. Drawings and specifications for flooring and resilient pads are based on a modified “Bio-Cushion Free Floating Resilient Wood Floor System” by Robbins. Systems of other manufacturers of equal performance and guarantee, if approved by the Architect, may be provided.

2.02. WOOD FLOOR MATERIALS

A. Resilient pads: With air voids for resiliency and installed at manufacturer's standard spacing for product designation indicated above.

   1. Basis-of-Design Product: Subject to compliance with requirements, provide “Air Cushion” by Robbins Sports Surfaces or approved comparable product. Durometer between 40 and 50.

   2. Material: PVC.

   3. Thickness/ Size: 7/16” EPDM Bio-Pad x 2-1/4” x 3” (in continuous strips) PVC resilient material.

B. Certified Wood: Provide wood flooring produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC STD-01-001, "FSC Principles and Criteria for Forest Stewardship."

C. Wood Sleepers: Standard grade; 48 inches (1200 mm) long; kiln-dried fir or pine.

   1. Size: Nominal 2 by 3 inches (50 by 75 mm).

   2. Sleeper Anchors: Anchor only at thresholds and edges.: Manufacturer's standard drives pins recommended by anchor manufacturer to achieve minimum 900-lbf (4000-N) pullout strength in 3000-psi (20.7-MPa) concrete. The floor is generally to be free floating.

   3. Sleeper Shims: In size and type recommended in writing by flooring manufacturer for application indicated.

D. Plywood Subflooring: Either DOC PS 1 or DOC PS 2, Exposure 1, single-floor panels.

   1. Nominal Thickness: See drawings.

   2. Two layers of plywood subfloor offset from each other by one-half sheet with no overlapping seams.

   3. Span Rating: Not less than 24” o.c.
4. **Edge Detail:** Tongue and groove.

5. **Basis-of-Design Product:** Subject to compliance with requirements, provide Plytanium Plywood Sturd-I-Floor by Georgia-Pacific or approved comparable product.

**E. Finish Floor:**

1. **Hardboard:** ANSI A135.4, Class 1 (Tempered), Surface S2S.
   a. **Nominal Thickness:** Not less than 0.21 inch (5.3 mm).
   b. **Basis of Design Product:** Provide Decorative Panel Inc. Signature S2S hardboard panel, 1/4” inch thick.

**F. Doorway and Trapped Area Transitions**

1. Provide solid wood blocking for the stage floor at doorway transitions and transition to trapped portion of floor. Do not use resilient rubber pads at doorways or along perimeter border with trapped portions of the floor. Provide wood blocking only for the width of doorway or at floor material floor transitions (i.e. wood stage floor to concrete.)

2.03. **WOOD-PRESERVATIVE-TREATED MATERIALS**

A. **Preservative Treatment by Pressure Process:** AWPA U1; Use Category UC2.

2.04. **ACCESSORY MATERIALS**

A. **Vapor Retarder:** ASTM D 4397, polyethylene sheet not less than 6.0 mils (0.15 mm) thick.

B. **Fasteners:** Nails and screws of type, size, material, and finish indicated or required for application indicated to provide secure attachment.
   1. **Nails:** ASTM F 1667.
   2. **Wood Screws:** ASME B18.6.1; No. 8 Phillips head, black finish, 1-3/8 inches long; or 3/4 inches long or as required to not penetrate entirely through the layer below.

2.05. **FINISHES**

A. **Paint & Sealer:** Water-based, acrylic theatrical primer.
   1. **Basis-of-Design Product:** Subject to compliance with requirements, provide Tough-Prime by Rosco Laboratories or approved comparable product. Black: Satin.
   2. **Color:** No. 06055 Black.

**PART 3. EXECUTION**

3.01. **EXAMINATION**

A. Examine substrates, areas and conditions, with Installer present, for compliance with requirements for maximum moisture content, installation tolerances, and other conditions affecting performance of wood flooring.

B. Examine hardboard panels before installation. Reject panels that have damaged corners or edges, or are wet, moisture damaged, or mold damaged.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

D. **Concrete Slabs:** Verify that concrete substrates are dry and moisture-vapor emissions are within acceptable levels according to manufacturer's written instructions.
   1. **Moisture Testing:** Perform tests so that each test area does not exceed 200 sq. ft. (18.6 sq. m), and perform no fewer than two tests in each installation area and with test areas evenly spaced in installation areas.
a. Perform anhydrous calcium chloride test per ASTM F 1869, as follows:

2. Proceed with installation only after substrates have maximum moisture-vapor-emission rate of 3 lb of water/1000 sq. ft. (1.36 kg of water/92.9 sq. m) in 24 hours.
   a. Perform tests recommended by manufacturer. Proceed with installation only after substrates pass testing.

3.02. PREPARATION

A. Concrete Slabs: Grind high spots and fill low spots to produce a maximum 1/8-inch (3 mm) deviation in any direction when checked with a 10-foot (3 mm) straight edge.
   1. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.

B. Broom or vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Proceed with installation only after unsatisfactory conditions have been corrected.

3.03. INSTALLATION

A. Expansion Spaces: Provide 1-inch space at walls and other obstructions, and at interruptions and terminations of flooring.

B. Thresholds: Provide solid blocking in place of resilient pads at thresholds so that floor remains level with adjacent floor and does not depress at thresholds unless a threshold is shown of different construction in the drawings.

C. Vapor Retarder: Cover entire slab area beneath wood flooring. Install with joints lapped a minimum of 6 inches (150 mm) and sealed.

D. Sleepers with resilient pads:
   1. Install sleepers, on resilient pads, perpendicular to direction of flooring, staggering end joints a minimum of 24 inches (610 mm).
   2. Space 16 inches (406 mm) o.c.

E. Subflooring: Install first sub-floor plywood layer perpendicular to sleepers staggering end joints in adjacent rows. Fasten to sleepers with wood screws. Select fasteners of size that will not fully penetrate sleepers. Install second sub-floor layer of plywood perpendicular to first layer and offset by a half sheet with joints offset in both directions so that seams do not line up. Fasten to plywood sub-layer with screws.

F. Hardboard Finish Flooring:
   1. Work from the centerline of the proscenium outward. One 4 foot edge seam of the hardboard is to be exactly on the centerline of the stage as determined by measuring at the proscenium. Install parallel to subflooring with joints offset by half a panel in both directions. The 8 foot side is to run parallel to the proscenium wall.
   2. Predrill and countersink holes at fastener locations at 16 inches (406 mm) o.c. and 8" (203 mm) along panel edges.
   3. Coat edges of panels with sealer/paint before installation.
   4. Provide a 1/32-inch (0.8-mm) space around perimeter of panels.
   5. Fasten panels to subflooring with wood screws in predrilled holes. Ensure top of fastener is flush with surface of panel. Do not depress screw below surface.
3.04. FIELD FINISHING

A. Hardboard

1. Do not sand hardboard finish.

2. Apply two coats of Rosco Tough Prime Black sealer/paint to edges of hardboard finish flooring in accordance with manufacturer’s instructions.

3. Apply Rosco Tough Prime Black to clean, dry surface. Apply by brush or roller. Apply in even, uniform coats using overlapping strokes, change roller direction often to avoid patterns and streaking. Do not apply heavy coat. Apply in a minimum of 3 thin coats, allowing each to dry thoroughly dry between applications. Apply per manufacturer’s instructions. Rosco Tough Prime is final finished surface. Do not buff or sand.

4. Do not cover wood flooring after finishing until finish reaches full cure.

3.05. PROTECTION

A. Protect installed wood flooring during remainder of construction period with covering of heavy kraft paper or other suitable material. Do not use plastic sheet or film that might cause condensation.

1. Do not move heavy and sharp objects directly over kraft-paper-covered wood flooring. Protect flooring with plywood or hardboard panels to prevent damage from storing or moving objects over flooring.

END OF SECTION
SECTION 09 90 00

PAINTING

1. PART 1  GENERAL

1.1 SECTION INCLUDES

A. Surface preparation.
B. Products and application.
C. Surface finish schedule.

1.2 SUMMARY OF PAINTED SUBSTRATES

A. Section includes the application of paint systems on the following interior substrates:
   1. Concrete.
   2. Clay masonry.
   3. Concrete masonry units (CMU).
   4. Primed or unprimed steel.
   5. Cast iron.
   7. Steel handrails, guardrails and fittings.
   8. Steel roof deck.
   9. Steel lintels and shelf angles.
   10. Intumescent fireproofing.
   11. Aluminum (not anodized or otherwise coated).
   12. Steel doors, frames and lights.
   13. Glass frames in steel and wood doors.
   14. Wood doors.
   15. Access doors and frames.
   16. Overhead coiling doors and frames.
   17. Sectional overhead doors and frames.
   18. Rolled steel windows.
   19. Wood windows.
   20. Wood.
   21. Glu Lam beams.
   22. Horizontal and vertical gypsum board.
   23. Plaster.
25. Suspended acoustic ceilings.
27. Wall louvers.
28. Cotton or canvas insulation covering.
29. Mechanical equipment.
30. Electrical panel board covers.
31. Wood stage flooring.

B. Section includes the application of paint systems on the following exterior substrates:

1. Concrete.
2. Clay masonry.
3. Concrete masonry units (CMU).
4. Primed or unprimed steel.
5. Galvanized metal.
6. Steel handrails, guardrails, and fittings.
7. Steel roof deck.
8. Steel lintels and shelf angles.
11. Sheet metal flashing and trim.
12. Sheet metal gutters and downspouts.
13. Steel pipe downspouts.
15. Aluminum (not anodized or otherwise coated).
16. Steel doors, frames and lights.
17. Glass frames in steel and wood doors.
18. Wood doors.
19. Access doors and frames.
20. Overhead coiling doors and frames.
21. Sectional overhead doors and frames.
22. Rolled steel windows.
23. Wood windows.
24. Wood.

25. Glu Lam beams.


27. Horizontal or vertical gypsum board or sheathing.

28. Wall louvers.

29. Mechanical roof mounted equipment.

30. Electrical panel board covers.

C. Substrate listings are for principal surfaces only. Refer to drawings, details and individual specification sections for items, surfaces, and substrates not specifically listed.

1.3 REFERENCES

A. ASTM D16 - Definitions of Terms Relating to Paint, Varnish, Lacquer, and Related Products.

B. SSPC - The Society for Protective Coatings.

1.4 SYSTEM DESCRIPTION

A. Preparation of all surfaces to receive final finish.

B. Painting and finishing work of this section using coating systems of materials including primers, sealers, fillers, and other applied materials whether used as prime, intermediate, or finish coats.

C. Surface preparation, priming, and finish coats specified in this Section are in addition to shop-priming and surface treatment specified under other Sections.

D. Painting and finishing all exterior and interior surfaces of materials including structural, mechanical, and electrical work on site, in building spaces, and above or on the roof.

E. Paint exposed surfaces except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces.

1.5 DEFINITIONS

A. Conform to ASTM D16 for interpretation of terms used in this Section.

1.6 QUALITY ASSURANCE

A. Product Manufacturer: Company specializing in manufacturing quality paint and finish products with five years experience.

B. Applicator: Company specializing in commercial painting and finishing with five years documented experience.

C. Coats: The number of coats specified is the minimum number acceptable. If full coverage is not obtained with the specified number of coats, apply such additional coats as are necessary to produce the required finish.

D. Employ coats and undercoats for all types of finishes in strict accordance with the recommendations of the paint manufacturer.

E. Provide primers and undercoat paint produced by the same manufacturer as the finish coat.

F. The minimum dry film thickness of each coat of paint shall comply with the manufacturer's recommendations for each type of paint used.
1.7 REGULATORY REQUIREMENTS

A. Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal. Where those requirements conflict with this specification, comply with the more stringent provisions.

B. Comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA).

1.8 SUBMITTALS

A. Submit product data under provisions of Section 01 33 00.

B. Provide manufacturer's technical information and instructions for application of each material proposed for use by catalog number.

C. List each material by catalog number and cross-reference specific coating with specified finish system.

D. Provide manufacturer's certificate that products proposed meet or exceed specified materials.

E. Submit samples under provisions of Section 01 33 00.

F. Submit two samples 8-1/2 x 11 inch in size of each paint color and texture applied to cardboard. Resubmit samples until acceptable color, sheen and texture is obtained.

G. On same species and quality of wood to be installed, submit two 4 x 8 inch samples showing system to be used.

1.9 FIELD SAMPLES

A. Provide field samples under provisions of Section 01 33 00.

B. On wall surfaces and other exterior and interior components, duplicate specified finishes on at least 100 sq.ft. of surface area.

C. Provide full-coat finishes until required coverage, sheen, color and texture are obtained.

D. Simulate finished lighting conditions for review of field samples.

E. After finishes are accepted, the accepted surface may remain as part of the work and will be used to evaluate subsequent coating systems applications of a similar nature.

1.10 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to site and store and protect under provisions of Section 01 61 00.

B. Deliver products to site in sealed and labeled containers; inspect to verify acceptance.

C. Container labeling to include manufacturer's name, type of paint, brand name, brand code, coverage, surface preparation, drying time, cleanup, color designation, and instructions for mixing and reducing. Paint containers not displaying product identification will not be acceptable.

D. Store paint materials at minimum ambient temperature of 50 degrees F and a maximum of 90 degrees F, in well ventilated area, unless required otherwise by manufacturer's instructions.

E. Take precautionary measures to prevent fire hazards and spontaneous combustion.

1.11 ENVIRONMENTAL REQUIREMENTS

A. Provide continuous ventilation and heating facilities to maintain interior surface and ambient temperatures above 50 degrees F with a maximum humidity level of 50 percent for 24 hours before, during, and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.
B. Do not apply exterior coatings during rain or snow, or when relative humidity is above 50 percent, unless required otherwise by manufacturer's instructions.

C. Minimum Application Temperatures for Latex Paints: 50 degrees F for interiors; 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.

D. Minimum Application Temperature for Varnish and Urethane Finishes: 65 degrees F for interior or exterior, unless required otherwise by manufacturer's instructions.

E. Provide lighting level of 80 foot candles measured mid-height at substrate surface.

1.12 EXTRA MATERIAL

A. Provide a five gallon unopened container of each color and surface texture to Owner.

B. Label each container with color, texture, and room locations in addition to the manufacturer's label.

2. PART 2 PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS - PAINT

A. Unless specifically identified otherwise, product designations included at end of section are those of the Dunn-Edwards Corporation, www.dunnedwards.com and shall serve as the standard for kind, quality, and function.

B. Subject to compliance with requirements, other manufacturers and their affiliate companies offering equivalent products are:


2.2 ACCEPTABLE MANUFACTURERS - MULTICOLORED PAINT COATING


E. Substitutions: Under provisions of Section 01 25 13.

2.3 ACCEPTABLE MANUFACTURERS - CERAMIC EPOXY COATING


2.4 ACCEPTABLE MANUFACTURER - HEAT REFLECTIVE COATING

A. Textured Coatings of America (Tex-Cote), www.texcote.com.

2.5 MATERIALS

A. Ready mixed, except field catalyzed coatings. Process pigments to a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating.
B. Good flow and brushing properties; capable of drying or curing free of streaks or sags.
C. “Deep Tone” colors to be composed of 100 percent acrylic pigments with a colored base.
D. Accessory Materials: Linseed oil, shellac, turpentine, paint thinners and other materials not specifically indicated but required to achieve the finishes specified, of commercial quality.

2.6 FINISHES

A. Refer to schedule at end of Section for surface finish schedule.

3. PART 3 EXECUTION

3.1 INSPECTION

A. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
B. Examine surfaces to be finished prior to commencement of work. Report any condition that may potentially affect proper application.
C. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces are below the following maximums:
   1. Plaster and Gypsum Wallboard : 12 percent.
   2. Masonry, Concrete, and Concrete Unit Masonry : 12 percent.
   3. Interior Located Wood : 15 percent.
D. Beginning of installation means acceptance of existing surfaces.

3.2 SURFACE PREPARATION - GENERAL

A. Remove electrical plates, hardware, light fixture trim, and fittings prior to preparing surfaces or finishing.
B. Remove all finish hardware from doors and frames prior to preparing surfaces or finishing.
C. Correct minor defects and clean surfaces which affect work of this Section.
D. Shellac and seal marks which may bleed through surface finishes.
E. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
F. Aluminum Surfaces: Remove surface contamination by steam or high pressure water. Remove oxidation with acid etch and solvent washing. Apply etching primer immediately following cleaning.
G. Insulated Coverings: Remove dirt, grease, and oil from canvas and cotton.
H. Concrete Floors: Remove contamination, acid etch, and rinse floors with clear water. Verify required acid-alkali balance is achieved. Allow to dry.
I. Gypsum Board: Repair all voids, nicks, cracks and dents with patching materials and finish flush with adjacent surface. Latex fill minor defects. Spot prime defects after repair.

J. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Pretreat with phosphoric acid etch or vinyl wash. Apply coat of etching primer the same day as pretreatment is applied.

K. Concrete and Unit Masonry: Remove dirt, loose mortar, scale, salt or alkali powder, and other foreign matter. Remove oil and grease with a solution of tri-sodium phosphate; rinse well and allow to dry. Remove stains caused by weathering of corroding metals with a solution of sodium metasilicate after thoroughly wetting with water. Allow to dry.

L. Plaster: Fill hairline cracks, small holes, and imperfections with latex patching plaster. Make smooth and flush with adjacent surfaces. Wash and neutralize high alkali surfaces.

M. Uncoated Steel and Iron: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Prime paint after repairs.

N. Shop Primed Steel: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime paint steel surfaces.

O. Interior Wood: Wipe off dust and grit prior to priming. Seal knots, pitch streaks, and sappy sections with sealer. Fill nail holes and cracks after primer has dried; sand between coats.

P. Exterior Wood: Remove dust, grit, and foreign matter. Seal knots, pitch streaks, and sappy sections. Fill nail holes with tinted exterior caulking compound after prime coat has been applied.

Q. Glue-Laminated Beams: Prior to finishing, wash surfaces with solvent, remove grease and dirt.

R. Wood Doors: Seal top and bottom edges with 2 coats of spar varnish sealer.

S. Existing surfaces to be recoated shall be thoroughly cleaned and deglossed by sanding or other means prior to painting. Patched and bare areas shall be spot primed with same primer as specified for new work.

3.3 SURFACE PREPARATION - MODERNIZATION

A. Properly prepare all existing surfaces to receive new paint.

B. Prior to application of any new paint, existing surfaces to be cleaned free of damaged paint, dust, corrosion, and other foreign matter which will destroy bond or mar appearance of new paint.

C. Sand, scrape, fill and repair surfaces flush with suitable fillers. Patch and repair; feather edges to provide smooth transitions; match existing surfaces.

D. Remove hardware and accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not-to-be-finish painted, or provide surface-applied protection. Reinstall removed items upon completion of work in each area.

E. Existing surfaces to be painted shall be thoroughly cleaned and deglossed by sanding or other means prior to painting. Patched and bare areas shall be spot primed with same primer as for new work.

F. Existing paint removal:
   1. Remove loose, blistered, scaled, oxidized, cracked, alligatored, or defaced paint down to a sound surface.
   2. Brush and clean free all loose material.
   3. Feather edges of removal areas to provide a smooth transition between surfaces.

G. Perform preparation and cleaning procedures in strict accordance with coating manufacturer's instructions for each substrate condition.
H. Washing and Cleaning:
   1. Remove all loose and foreign materials.
   2. At building interiors, wash all surfaces clean with approved cleaner and rinse with clean water.
   3. At building interiors, vacuum existing ceiling panels to remove all dirt and dust from the material surface. Utilize caution so as not to mar or damage the finish surface in any way.
   4. Completely remove wax from surfaces which receive new paint.
I. Remove dust, grit, and foreign matter from existing wood surfaces. Sand surfaces and dust clean. Spot coat knots, pitch streaks, and sappy section with pigmented stain sealer when surfaces are to be painted. Fill nail holes, cracks, and other defects after priming and spot prime repairs when fully cured.
J. Repair and crack filling:
   1. Wood: Putty cracks and holes flush at stained and or varnished work, color putty to match. Sand smooth any rough spots. Seal knots and pitch pockets.
   2. Gypsum Wallboard: Fill all nail heads, screw heads, holes, cracks, or defects with drywall joint compound or spackle. Sand any rough spots smooth; do not raise nap on paper covering. Remove dust. Skim coat drywall must be sealed with a suitable sealer recommended by the coating manufacturer.
   3. Plaster:
      (a) Cracks exceeding 1/16 inch wide shall be V-grooved out, and then filled flush.
      (b) Interior Plaster: Fill with spackle or patching plaster.
      (c) Exterior Plaster: Small defects may be filled with exterior spackle. Cracks more than 1/16 inch wide shall be filled with cement grout, textured to match adjacent surfaces.
   4. Concrete / Masonry: Fill as specified for exterior plaster.
K. Natural / Stain Finished Wood Doors:
   1. Typically, fully strip existing natural finish clear coat, fill all dents, gouges, scrapes, etc., and finish sand to prepare surface to receive a complete new finish coat system.
   2. All patching materials shall be natural wood dough tinted to match existing natural wood color.
   3. Doors shall appear as new when work is finished.
L. Concrete and masonry surfaces shall be dry, clean, and free of dirt, efflorescence, encrustation, mortar spots, and other foreign matter. Glazed surfaces on concrete shall be roughened or etched to uniform texture.
M. Ferrous metal shall be cleaned of oil, grease, and foreign matter. Cleaning method: SSPC-SP No. 1 "Solvent Cleaning”.
N. Ferrous Steel: Where raw metal surface is exposed, proceed as follows:
   1. Cleaning method: SSPC-SP No. 2 "Hand Cleaning" or No. 3 "Power Brush Cleaning" as required to remove corrosion, loose paint, and rust.
   2. Priming: Prime immediately after cleaning.
O. Galvanized Metal: Where galvanizing is exposed, proceed as follows:
   1. Cleaning: Solvent clean per SSPC-SP No. 1 "Solvent Cleaning".
2. Pre-Treatment; Apply Supreme Chemical Metal Clean and Etch SC-ME01, follow manufacturer’s recommendations and the following:

(a) Application: Brush apply in a thin even coat. Remove excessive solution from surface with rags, squeegee, or sponge. When using full strength, rinse surface with water.

(b) Thinning: Use water, do not reduce solution beyond 3 parts water to 1 part Supreme Chemical Metal Clean and Etch SC-ME01.

(c) Drying: Allow to dry for 10 minutes, rinse thoroughly with water and wipe dry with rags.

3. Cleaned and treated galvanized metal should be primed within 48 hours.

P. Thoroughly back paint all surfaces of exterior and interior finish lumber and millwork, including doors and window frames, trim, cabinetwork, etc., which will be concealed after installation. Back paint items to be painted with a priming coat. Use a clear sealer for back priming where transparent finish is required.

Q. Pipes, ducts, hangers, exposed steel and ironwork, and primed metal surfaces of equipment installed under mechanical and electrical work shall be cleaned prior to priming.

3.4 PROTECTION OF ADJACENT WORK

A. Protect elements surrounding the work of this Section from damage or disfiguration.

B. Repair damage to other surfaces caused by work of this Section.

C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.

D. Remove empty paint containers from site.

3.5 WORK NOT TO BE PAINTED

A. Painting is not required on surfaces in concealed and inaccessible areas such as furred spaces, foundation spaces, utility tunnels, pipe spaces and duct shafts.

B. Do not paint metal surfaces such as stainless steel, chromium plate, brass, bronze, and similar finished metal surfaces.

C. Do not paint anodized aluminum or other surfaces which are specified to be factory pre-finished.

D. Do not paint sandblasted or architecturally finished concrete surfaces.

E. Do not paint prefinished acoustic materials or acoustic suspension systems.

F. Do not paint over Underwriters Laboratories, Factory Mutual or other code-required labels or identifications.

3.6 APPLICATION

A. Apply products in accordance with manufacturer’s instructions.

B. Do not apply finishes to surfaces that are not dry.

C. Apply prime coat to surfaces which are to be painted or finished.

D. Apply each coat to uniform finish.

E. Apply each coat of paint slightly darker than preceding coat unless otherwise approved.

F. Sand lightly between coats to achieve required finish.

G. Allow applied coat to dry before next coat is applied.
H. The number of coats specified is the minimum that shall be applied. Apply additional coats when undercoats, stains or other conditions show through final paint coat, until paint film is of uniform finish, color and appearance.

I. Where clear finishes are required, tint fillers to match wood. Work fillers into the grain before set. Wipe excess from surface.

J. Prime back surfaces of interior and exterior woodwork with primer paint.

K. Prime back surfaces of interior woodwork scheduled to receive stain or varnish finish with gloss varnish reduced 25 percent with mineral spirits.

L. Paint mill finished door seals to match door or frame.

M. Paint primed steel glazing stops in doors to match door or frame.

N. Cloudiness, spotting, lap marks, brush marks, runs, sags, spikes and other surface imperfections will not be acceptable.

O. Where spray application is used, apply each coat of the required thickness. Do not double back to build up film thickness of two coats in one pass.

P. Where roller application is used, roll and redistribute paint to an even and fine texture. Leave no evidence of roller laps, irregularity of texture, skid marks, or other surface imperfections.

3.7 CLEANING

A. As Work proceeds, promptly remove paint where spilled, splashed, or spattered.

B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.

C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.

3.8 PROTECTION OF COMPLETED WORK

A. Protect finished installation under provisions of Section 01 61 00.

B. Erect barriers and post warning signs. Maintain in place until coatings are fully dry.

C. Confirm that no dust generating activities will occur following application of coatings.

3.9 PATCHING

A. After completion of painting in any one room or area, repair surfaces damaged by other trades.

B. Touch-up or re-finish as required to produce intended appearance.

3.10 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 45 29.

B. The Owner reserves the right to invoke the following test procedure at any time and as often as the Owner deems necessary.

C. The Owner will engage the services of an independent testing agency to sample paint material being used.

D. Samples of material delivered to the Project will be taken, identified, sealed, and certified in the presence of the Contractor.

E. The testing agency will perform appropriate quantitative materials analysis and other characteristic testing of materials as required by the Owner.
F. If test results show materials being used and their installation do not comply with specified requirements or manufacturer’s recommendations, the Contractor may be directed to stop painting, remove noncomplying paint, pay for testing and repaint surfaces to acceptable condition.

3.11 COLOR SCHEDULE

A. Paint and finish colors shall be selected by the Architect from manufacturer's entire range of standard and custom color selections and special colors selected to match or compliment the colors of other materials, equipment, or components which comprise the work.

B. Access doors, registers, exposed piping, electrical conduit and mechanical/electrical panels: Generally the same color as adjacent walls.

C. Exterior and interior steel doors, frames and trim: Generally a contrasting color to adjacent walls.

D. Doors generally are all the same color, but of a contrasting color from frame and trim.

E. Exterior and interior steel fabrications: Generally a contrasting color to adjacent walls.

F. Exposed interior mechanical/ductwork: Generally a contrasting color to adjacent walls.

G. Ceilings are generally to be painted a different color than walls.

H. Five different color schemes for painting of walls.

I. Approximately 20 percent of overall painting work will be required to be "Deep Tone" colors. This work will require one additional coat of paint beyond that as specified.

3.12 SCHEDULE - EXTERIOR SURFACES

A. Wood-Painted (Flat Acrylic)
   1st coat: EZPROO EZ Prime Premium
   2nd coat: EVSH10 Evershield
   3rd coat: EVSH10 Evershield

B. Wood Painted (Eggshell Acrylic)
   1st coat: EZPROO EZ Prime Premium
   2nd coat: EVSH30 Evershield
   3rd coat: EVSH30 Evershield

C. Wood - Painted (Semi-Gloss Acrylic)
   1st coat: EZPROO EZ Prime Premium
   2nd coat: SSHL50 Spartashield
   3rd coat: SSHL50 Spartashield

D. Wood - Painted (Gloss Acrylic)
   1st coat: EZPROO EZ Prime Premium
   2nd coat: SSHL60 Spartashield
   3rd coat: SSHL60 Spartashield

E. Wood - Semi-Transparent
   1st coat: WPT3 "OKON Weatherpro"
F. Concrete (Flat Acrylic)
1st coat: ESPROO Eff-Stop Premium
2nd coat: EVSH10 Evershield
3rd coat: EVSH10 Evershield

G. Concrete (Eggshell Acrylic)
1st coat: EZPROO Eff-Stop Premium
2nd coat: EVSH30 Evershield
3rd coat: EVSH30 Evershield

H. Concrete Masonry Units (Flat Acrylic)
Fill coat: SBRPROO Smooth Blocfil Premium
1st coat: EVSH10 Evershield
2nd coat: EVSH10 Evershield

I. Concrete Masonry Units (Eggshell - Acrylic)
Fill coat: SBRPROO Smooth Blocfil Premium
1st coat: EVSH30 Evershield
2nd coat: EVSH30 Evershield

J. Concrete Masonry Units (Flat Elastomeric)
1st coat: ESPROO Eff-Stop Premium
2nd coat: W370 Endurawall
3rd coat: W370 Endurawall

K. Cement Plaster (Flat Acrylic)
1st coat: ESPROO Eff-Stop Premium
2nd coat: EVSH10 Evershield
3rd coat: EVSH10 Evershield

L. Cement Plaster (Eggshell Acrylic)
1st coat: ESPROO Eff-Stop Premium
2nd coat: EVSH30 Evershield
3rd coat: EVSH30 Evershield

M. Cement Plaster (Flat Elastomeric)
1st coat: W360 Enduraseal
2nd coat: W370 Endurawall
3rd coat: W370 Eudurawall

N. Steel-Primed or Unprimed (Flat Acrylic)
1st coat: GAPROO Galv-Alum Premium
2nd coat: EVSH10 Evershield
3rd coat: EVSH10 Evershield
O. Steel - Primed or Unprimed (Eggshell Acrylic)
1st coat: GAPROO Galv-Alum Premium
2nd coat: EVSH30 Evershield
3rd coat: EVSH30 Evershield

P. Steel - Primed or Unprimed (Semi-Gloss Acrylic)
1st coat: GAPROO Galv-Alum Premium
2nd coat: SSHL50 Spartashield
3rd coat: SSHL50 Spartashield

Q. Steel - Primed or Unprimed (Gloss Acrylic)
1st coat: GAPROO Galv-Alum Premium
2nd coat: SSHL60 Spartashield
3rd coat: SSHL60 Spartashield

R. Steel - Galvanized and Aluminum (Flat Acrylic)
1st coat: Pre Treat - Supreme Chemical Metal Clean and Etch SC-ME01
2nd coat: GAPROO Galv-Alum Premium
3rd coat: EVSH10 Evershield
4th coat: EVSH10 Evershield

S. Steel - Galvanized and Aluminum (Eggshell Acrylic)
1st coat: Supreme Chemical Metal Clean and Etch SC-ME01
2nd coat: GAPROO Galv-Alum Premium
3rd coat: EVSH30 Evershield
4th coat: EVSH30 Evershield

T. Steel - Galvanized and Aluminum (Semi-Gloss Acrylic)
1st coat: Supreme Chemical Metal Clean and Etch SC-ME01
2nd coat: GAPROO Galv-Alum Premium
3rd coat: SSHL50 Spartashield
4th coat: SSHL50 Spartashield

U. Steel - Galvanized and Aluminum (Gloss Acrylic)
1st coat: Supreme Chemical Metal Clean and Etch SC-ME01
2nd coat: GAPROO Galv-Alum Premium
3rd coat: SSHL60 Spartashield
4th coat: SSHL60 Spartashield
3.13 SCHEDULE - INTERIOR SURFACES

A. Wood - Painted (Eggshell, Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema

B. Wood - Painted (Semi-Gloss Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema

C. Wood-Painted (Gloss Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SSHL60 Spartashield
   3rd coat: SSHL60 Spartashield

D. Glue-Laminated Wood and Wood Timber Members (Satin-Flat Varnish)
   1st coat: V109 Stainseal - Minwax Stain
   2nd coat: Cabot W.B. Polyurethane CAB 8082-1
   3rd coat: Cabot W.B. Polyurethane CAB 8082-1
   4th coat: Cabot W.B. Polyurethane CAB 8082-1

E. Wood - Transparent (Stain - Semi-Gloss Varnish)
   1st coat: V109 Stainseal - Minwax Stain
   Filler coat (Open grain wood only): Valspar Wood Filler VSP 0109
   2nd coat: Cabot W.B. Polyurethane CAB 8087-1
   3rd coat: Cabot W.B. Polyurethane CAB 8087-1
   4th coat: Cabot W.B. Polyurethane CAB 8087-1

F. Wood-Transparent (Stain-Semi-Gloss Lacquer)
   1st coat: Valspar Stainseal V-QYB and V-QYR
   2nd coat: Contractors Edge CE-275PROSS
   3rd coat: Contractors Edge CE-275PRO60
   4th coat: Contractors Edge CE-275PRO60

G. Concrete (Flat-Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA10 Suprema
   3rd coat: SPMA 10 Suprema
H. Concrete (Eggshell, Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema

I. Concrete (Semi Gloss Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema

J. Concrete Floors - Sealed (Low Sheen Epoxy Acrylic)
   1st coat: Seal Krete - Epoxy Seal
   2nd coat: Seal Krete - Epoxy Seal with Decorative Flakes
   3rd coat: Seal Krete - Clear Sealer

K. Concrete Masonry Units (Flat Acrylic)
   1st coat: SBPROO Smooth Blocfil Premium
   2nd coat: SPMA10 Suprema
   3rd coat: SPMA10 Suprema

L. Concrete Masonry Units (Eggshell, Acrylic)
   1st coat: SBPROO Smooth Blocfil Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema

M. Concrete Masonry Units (Semi Gloss Acrylic)
   1st coat: SBPROO Smooth Blocfil Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema

N. Concrete Masonry Units (Semi Gloss Epoxy)
   1st coat: Carboline Sanitile 100
   2nd coat: Carboline Sanitile 255
   3rd coat: Carboline Sanitile 255

O. Steel - Primed or Unprimed (Flat Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SPMA10 Suprema
   3rd coat: SPMA10 Suprema

P. Steel - Primed or Unprimed (Eggshell, Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema
Q. Steel - Primed or Unprimed (Semi-Gloss Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema

R. Steel - Primed or Unprimed (Gloss Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SSHL60 Spartashield
   3rd coat: SSHL60 Spartashield

S. Steel - Galvanized and Aluminum (Flat Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SPMA10 Suprema
   3rd coat: SPMA10 Suprema

T. Steel - Galvanized and Aluminum (Eggshell, Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema

U. Steel - Galvanized and Aluminum (Semi-Gloss Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema

V. Steel - Galvanized and Aluminum (Gloss Acrylic)
   1st coat: GAPROO Galv-Alum Premium
   2nd coat: SSHL60 Spartashield
   3rd coat: SSHL60 Spartashield

W. Gypsum Board (Flat Acrylic)
   1st coat: VNPROO Vinylastic Premium
   2nd coat: SPMA10 Suprema
   3rd coat: SPMA10 Suprema

X. Gypsum Board (Eggshell Acrylic)
   1st coat: VNPROO Vinylastic Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema

Y. Gypsum Board (Semi-Gloss Acrylic)
   1st coat: VNPROO Vinylastic Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema
Z. Gypsum Board (Gloss Acrylic)
   1st coat: VNPROO Vinylastic Premium
   2nd coat: SSHL60 Spartashield
   3rd coat: SSHL60 Spartashield

AA. Gypsum Board (Gloss Epoxy)
   1st coat: Carboline Sanitile 120
   2nd coat: Carboline Sanitile 555
   3rd coat: Carboline Sanitile 555

BB. Plaster (Flat Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA10 Suprema
   3rd coat: SPMA10 Suprema

CC. Plaster (Eggshell Acrylic)
   1st coat: UGPROO Eff-Stop Premium
   2nd coat: SPMA30 Suprema
   3rd coat: SPMA30 Suprema

DD. Plaster (Semi Gloss Acrylic)
   1st coat: UGPROO Ultra-Grip Premium
   2nd coat: SPMA50 Suprema
   3rd coat: SPMA50 Suprema

EE. Plaster (Gloss Acrylic)
   1st coat: W6232 Acri-Loc
   2nd coat: SSHL60 Spartashield
   3rd coat: SSHL60 Spartashield

FF. Plaster (Gloss Epoxy)
   1st coat: Carboline Sanitile 120
   2nd coat: Carboline Sanitile 555
   3rd coat: Carboline Sanitile 555

GG. Acoustic Ceiling Panels (Flat polyvinyl acetate)
   1st coat: W615 AcoustiKote
   2nd coat: W615 AcoustiKote

HH. Acoustic Panels - Wood - Tectum (Latex Dry Fall Eggshell)
   1st coat: W6270 Aquafall
   2nd coat: W6270 Aquafall
3.14 SCHEDULE - SPECIAL SURFACES

A. Wood - Painted (Polyurethane Enamel Gloss)
   1st coat: Carboline Carbocrylic 120
   2nd coat: Carboline Carbothane 134 VOC
   3rd coat: Carboline Carbothane 134 VOC

B. Steel-Primed or Unprimed (Polyurethane Enamel Semi Gloss)
   1st coat: Carboguard 890 VOC
   2nd coat: Carbothane 133 VOC
   3rd coat: Carbothane 133 VOC

C. Plaster, Gypsum Board (Polyurethane Enamel Gloss)
   1st coat: Carbocrylic 120
   2nd coat: Carbothane 134 VOC
   3rd coat: Carbothane 134 VOC

D. Concrete (Multi Colored Coating)
   1st coat: Polomyx No. 202 Basecoat
   2nd coat: Polomyx Aegis Series Finish Coat
   3rd coat: Polomyx Aegis Series Finish Coat

E. Concrete Masonry Units (Multi Colored Coating)
   1st coat: Polomyx No. 206 Block Filler
   2nd coat: Polomyx Aegis Series Finish Coat
   3rd coat: Polomyx Aegis Series Finish Coat

F. Steel - Primed or Unprimed (Multi Colored Coating)
   1st coat: Polomyx No. 210 Metal Basecoat
   2nd coat: Polomyx Aegis Series Finish Coat
   3rd coat: Polomyx Aegis Series Finish Coat

G. Steel - Galvanized - (Multi Colored Coating)
   1st coat: Polomyx No. 212 Galvanized Basecoat
   2nd coat: Polomyx Aegis Series Finish Coat
   3rd coat: Polomyx Aegis Series Finish Coat

H. Gypsum Board (Multi Colored Coating)
   1st coat: Polomyx SPII ECO - Block
   2nd coat: Polomyx Aegis Series Finish Coat
   3rd coat: Polomyx Aegis Series Finish Coat
I. Plaster (Multi Colored Coating)
   1st coat: Polomyx No. 202 Basecoat
   2nd coat: Polomyx Aegis Series Finish Coat
   3rd coat: Polomyx Aegis Series Finish Coat

J. Gypsum Board (Ceramic Epoxy Coating)
   1st coat: Tnemec Series 201 Epoxprime
   2nd coat: Tnemec Series 280 Tneme-Glaze
   3rd coat: Tnemec Series 280 Tneme-Glaze

K. Concrete Masonry Units (Ceramic Epoxy Coating)
   Fill coat: Tnemec Series 130 Envirofil
   1st coat: Tnemec Series 201 Epoxprime
   2nd coat: Tnemec Series 280 Tneme-Glaze
   3rd coat: Tnemec Series 280 Tneme-Glaze

L. Concrete Masonry Units (Heat Reflective Coating - Flat Acrylic)
   1st coat: Tex-Cote Super Cote Cool Wall Primer Smooth Texture
   2nd coat: Tex-Cote Super Cote Cool Wall Heat Reflective Top Coat

M. Plaster (Heat Reflective Coating - Flat Acrylic)
   1st coat: Tex-Cote Super Cote Cool Wall Primer Smooth Texture
   2nd coat: Tex-Cote Super Cote Cool Wall Heat Reflective Top Coat

N. Concrete (Heat Reflective Coating - Flat Acrylic)
   1st coat: Tex-Cote Super Cote Cool Wall Primer Smooth Texture
   2nd coat: Tex-Cote Super Cote Cool Wall Heat Reflective Top Coat

END OF SECTION
SECTION 11 61 33
STAGE RIGGING SYSTEM RENOVATION AND PORTABLE VINYL DANCE FLOOR

1. PART GENERAL

1.1 SUMMARY
A. This section describes systems, equipment, renovation and repair of tormentor panel tracks and panels, stage rigging components and fire curtain, in the Theater, an provision of portable vinyl dance floor and storage racks as noted in the drawings.


1.2 SECTION INCLUDES
A. General: Provide all labor, materials, tools, equipment, transportation, temporary construction and special or occasional services required to repair existing installation, as shown on the drawings or described under this section. The work may include fabrication, installation, adjusting, and demonstrating specified performance of all rigging, tormentor panels, fire curtain, and tracks and other related equipment.

B. Repair or replacement of components of existing linesets as described in work notes on drawings, including replacement of all operating lines, lift lines and rope locks.

C. Refurbishing of existing movable tormentor panel tracks, carriers and hardware.

D. Refurbishing of existing fire curtain assembly, including replacement of existing lift line wire rope, operating line, release lines and fusible links and demonstrating compliant emergency operation.

E. Provision of new reversible portable vinyl dance floor surface, storage racks and tape for installation of portable dance floor.

F. Testing and demonstration of the completed installation.

1.3 DEFINITIONS
A. Provide: Furnish and install item(s) in building unless noted otherwise.

B. Furnish: Deliver item(s) to site.

C. Install: Install item(s) in the building regardless of who supplies item(s).


E. Architect: The Architect of Record of this project.

F. Owner: An authorized representative of the Owner.

1.4 SUBSTITUTIONS
A. Submit proposed substitutions, if any, as specified under Division 1 and meeting the requirements below.

B. Manufacturers, trade names, and model numbers are given for the purposes of identification, and are not intended to be exclusive of other items of equal suitability. However, the design is based on components of individual characteristics, in combinations proven in use.

C. Requests for substitutions will be considered if the request to substitute is reflected in a list of materials, catalog cuts, performance data, electrical characteristics submitted to the Architect within the specified time.
D. The following criteria will govern the consideration of requests for substitutions:

1. The item considered must be on the whole equal to or better than the item specified and have a satisfactory field history at installed locations for at least 6 months of operation after date of acceptance of the installation.

2. The item must be equally suited to the design as a whole. If modification of the design is necessary to accommodate the item, it may be rejected on this ground alone.

3. If the item specified is a factory production standard, the Architect may reject proposed substitutions which must be specially modified in order to be equal.

4. If in the opinion of the Architect either the acceptance or the necessary evaluation of a proposed substitution may delay completion of the Work beyond the Contract Time, he may summarily reject it if sufficient technical data are not received within the specified time.

5. Materials specified by manufacturer or trade name are based on the manufacturer's ability and experience. In some cases, continued service beyond the warranty period and spare parts are a factor in the choice of a particular supplier. Proposed substitutions must be manufactured by a firm of equal reputation, qualifications and stability to the specified manufacturer.

1.5 QUALITY ASSURANCE

A. Regulatory requirements:

1. Conform to all current City and State rules and codes and ordinances.

2. Fire curtain operation to comply with NFPA 80, 2.7, currently adopted edition.

B. Contractor's Qualifications: The Contractor for the work of this Section shall:

1. Have been continuously in the business of fabricating and installing stage rigging for at least five years.

2. Maintain a shop adequately equipped and staffed for the fabrication and setup of the work of this Section.

3. Have successfully completed during the past five years five rigging projects of scope and complexity at least equal to this project.

4. Have in permanent employ or association engineers and other technical staff capable of the layout, detailing and engineering of the work of this section.

5. Have all licenses and local qualifications required to perform the work of this section in the project location.

6. Provide proof of qualification as part of bid submission which includes a list of similar projects completed, including names and current phone numbers of references.

C. The following companies shall be a standard of qualification for installers:

1. Musson Theatrical, Inc., 890 Walsh Ave., Santa Clara, CA 95050, 1-800-843-2837, Contact: David Rimerman

2. Legend Theatrical, 103 Whispering Pines Dr., #E, Scotts Valley, CA 95066, 888-485-2485. Contact: Matt Gordon

3. LA Propoint, 10870 La Tuna Canyon, Sun Valley, CA 91352, 818-767-6800, 818-767-3900 (fax). Contact: Jim Hartman

4. Secoa, 8650 109th Avenue North, Champlin, MN 55316, 763-506-8800
5. Stagecraft Industries, Inc., 5051 N. Lagoon Ave., Portland, OR 97217-7693, 503-286-1600. Contact: Kevin Shetterly

1.6 SUBMITTALS

A. Submit all shop drawings and related documents in accordance with Division 1 and requirements of this Section.

B. Submit shop drawings and related documents for review in ample time for completion of the Work of the Contract. Prior to fabrication or delivery of equipment or materials to the site, receive submittals back from Architect stamped "Reviewed - resubmission not required".

C. Include with each submittal a cover letter with a list of the items and data under submission. Contractor agrees that submittals processed by the Architect are not change orders and that the purposes of the submissions are to demonstrate the Contractor's understanding of the design by describing in detail equipment and installation methods.

D. Submit copies of materials list, specifications, catalog cuts, data sheets, and drawings to scale of how items are to be fabricated and how they are to be connected. Drawings based solely on the construction documents which do not show fabrication information will be rejected summarily.

E. Submission type and quantity:

1. Lists and data sheets: Submit .pdf version of lists and data sheets.

2. Drawings: Each set of drawings shall include four sets of black line drawings for each submittal or full size .pdf version of drawings. Show scale details, sizes, dimensions, performance characteristics, wiring diagrams, controls, and all other pertinent details.
   - Drawings shall show all elements of the system and illustrate all conditions for mounting
   - Plans
   - Sections

3. Manufactured Items: Submit .pdf versions of manufacturer's catalog cuts of data sheets for each submission showing illustrations of the item to be furnished.

4. Samples: Submit sample of portable vinyl dance floor material. Min. size 4” square.

5. Submit at least the following items:
   - Complete list of purchased manufactured items, with manufacturer's name and model number, including anchors, rope clips, fasteners, etc. Provide evidence of quality and load capacity for any item involved in the support of loads.
   - Details of rigging layouts and added supporting steel (if any).

F. Deviations from requirements of Contract Documents: Bring any deviations to the Architect's attention in writing at the time the drawings are submitted for review.

G. Resubmittal: Do not resubmit drawings which have been stamped "Resubmittal not required."

H. All drawings are to be stamped by a registered Professional Engineer (P.E.) licensed in the State where the project is being constructed. Provide data calculations where appropriate.

1.7 WARRANTY

A. Guarantee equipment against defective material and workmanship for one year from date of completed installation and completion of punch-list work (if any) except where longer periods are specified.
B. During the guarantee period, furnish emergency service without additional cost. The emergency service includes on-site adjustment, repair, and replacement of parts necessary to return the equipment to satisfactory operating status.

C. Provide the emergency service within 24 hours of notification (or a longer period if agreed to in advance by the Owner).
   1. When any component fails at any time during the guarantee period, the guarantee period for replaced components and all other components which are inactive because of said failure shall be extended for a period as long as the inactivity or for two months, whichever is longer.

1.8 SYSTEM STARTUP

A. After installation is complete, test the systems for conformance to the requirements of the Contract Documents. At the satisfactory completion of the testing program notify the Architect in writing that the systems meet the Contract requirements and are complete and ready for final inspection and tests by the Architect.

B. During the inspection, operate all items to demonstrate specified performance, including but not limited to the following operations:
   1. Move all linesets from highest position to lowest position and return.
   2. Operate movable tormentor panels through all modes of travel.
   3. Demonstrate emergency and normal operation of fire curtain in compliance with NFPA 80, current edition.

C. Correct deficient work cited on a punch list (if any) prepared during inspection and tests of the complete installation. When the conditions cited on the punch list are corrected, notify the Architect in writing that the work is completed and ready for a second inspection.

D. If necessary, as part of punch list work, rearrange loft blocks and battens as directed by the Architect to provide clearance, reduce noise or friction, or otherwise bring the work to the standards specified.

E. If the second inspection shows the need for corrective work of such an extent that additional visits to the site by the Architect are required to verify completion of the work, such visits shall be at the expense of the Contractor. The Owner shall pay fees and expenses for such visits and deduct them from any payments due the Contractor. Per Diem fee shall be at the Architect’s standard rate plus incurred expenses.

F. Conditions which, if not corrected during the inspection, may require such additional visits shall include, but not be limited to:
   1. Wire rope rubs, sheave rubs, and battens out of level.
   2. Excessive noise or friction in guides, blocks, or traverse tracks.
   3. Any condition that prevents inspection and operation of items in their final locations.

1.9 OWNER’S INSTRUCTIONS

A. Allow a minimum of four hours for demonstration of the systems including operation, safety procedures, review of routine service and adjustments. Demonstration shall be at a time mutually agreed to by Owner and Contractor.

2. PART PRODUCTS

2.1 NOMENCLATURE

A. When manufacturer’s trade names or model numbers are given in conjunction with other information about details, performance or installation, the intent is to specify an item in general
similar in character and quality to the standard item identified by manufacturer's designation, but modified to conform in all respects to these documents.

2.2 MANUFACTURERS/STANDARDS

A. Products from the following sources shall serve as a standard of quality.

B. For Rigging Hardware:
   2. H & H Specialties, South El Monte, CA.
   3. Tru-Roll Corporation, Monrovia, CA.
   4. Secoa Corp., Champlin, MN.
   5. Protech Theatrical Services, North Las Vegas, NV

C. For Traverse Tracks and related hardware:
   1. Automatic Devices Co., Allentown, PA.
   2. H & H Specialties, South El Monte, CA
   3. Tru-Roll Corporation, Monrovia, CA.

D. For portable vinyl dance floor:
   1. Rosco Laboratories, Inc., Sun Valley, CA
   2. American Harlequin Corporation, Moorestown, NJ

2.3 RIGGING HARDWARE

A. See the Theatrical Rigging Drawings for work notes on the specific items that are included in the scope of work. This section provides a reference and specification for stage rigging hardware work as may be required by the drawing work notes.

B. Provide all plates, channels, angles, bolts, nuts, washers, brackets, straps, clews, auxiliary steel and other items attached to and supporting rigging and equipment and required for satisfactory completion of the work, whether shown or not. All hardware shall be rated and contain standard industry rating markings. All hardware shall be used for purpose and load as recommended by the manufacturer.

C. Remove burrs, rough or sharp corners and edges, rust, scale, oil and other material deleterious to finish. Prime and enamel or lacquer all exposed steel surfaces except galvanized parts, wire rope and bearing surfaces.

D. Rope Locks: Steel cam and lever type for operating line, with steel locking ring, 9-inch handle covered with vinyl cushion and hex-head cam pressure adjustment screw. Lock drilled to accept standard key-operated padlock to prevent operation; Clancy 010-533R or Tru-Roll #5000CR or H&H equal.

E. Wire Rope for Rigging Loads: 7 x 19 aircraft cable, galvanized, preformed steel, 1/4-inch dia. except as shown or specified. Min. breaking strength for 1/4-inch; 7000 lbs.; for 5/16-inch, 9800 lbs.; for 3/8-inch, 14,400 lbs.; Manufacturer: MacWhyte, Roebling or equal.

F. Chain: System 3 proofcoif chain, Grade 30 chain or better rated for intended rigging loads.

G. Turnbuckles: Galvanized, drop-forged, eye and jaw type of size shown, but not less than 3/8-inch nominal diameter; Crosby or Wilcox-Crittenden.

H. Rope Clips: Galvanized, drop forged clip and U-bolt type; Crosby or Wilcox-Crittenden.
I. Swaged fittings: Copper compression sleeve installed per manufacturer's requirements. Use thimbles where appropriate.

J. Counterweight operating line: 3/4-inch dia. 3-strand wrap of polyester filament/staple blend over polypropylene core. Tensile strength of 10,500 lbs.; New England Rope Co. "MultiLine II" or Sampson "Pro-Master".

K. Drilled Anchors: In concrete or filled concrete masonry: Expansion bolt in drilled hole same size as bolt in item to be attached. Minimum diameter 3/8-inch unless noted; embedment min. 2-inch and not less than manufacturer's printed recommendation; Kwik-Bolt or ITW Trubolt.

L. Adhesive Anchors: Steel threaded rod of size shown on the drawings, with two-part epoxy adhesive; ITW Ramset/Red Head "Epcon" system.

M. Heat-shrink Tubing: (For seizing ends of wire rope and anchoring running end to standing line at terminations) Semi-rigid polyolefin type; Alpha Wire Co. "FIT-295" or equal.

N. Arbor connection: Wire rope is to be attached to the top of the arbor using thimble and swaged fitting.

O. Batten connection: Replace existing trim chain connection with rated batten clamp, jaw and jaw turnbuckle and terminate wire rope to the turnbuckle with thimble and swaged connection.

2.4 TORRENTOR PANEL TRACK:

A. General
1. If track requires replacement, furnish with all accessories necessary for operation including mounting clamps for installation on pipe battens or other supports. Provide stiffener battens if necessary to maintain proper track support centers.

2. Continuous lengths to 30 feet, and with dark enamel or lacquer finish over primer.

3. Master carrier with ball bearings on four neoprene-tired wheels (where master carrier included).

4. Single carrier with ball bearings on two neoprene-tired wheels.

B. Track channels: 3" x 3" 14 GA steel, continuous up to 30 ft long.

C. Acceptable Mfr.: ADC 281 Series, TRU-ROLL 1000 Series or H&H 400 Series

2.5 FIRE CURTAIN SIGNAGE

A. Emergency Manual Release Sign: Provide 8" high x 12" wide red tri-laminate phenolic sign engraved with white-showing characters in Helvetica or similar non-serif font. Two signs required. Engravings shall be appropriate for the device supplied and similar to:
   "EMERGENCY FIRE CURTAIN RELEASE" (3/4" high)
   "PULL RING FROM PEG TO LOWER FIRE CURTAIN" (1/2" high).


2.6 PORTABLE REVERSIBLE VINYL DANCE FLOOR

A. Lightweight vinyl fire-rated dance floor with matte, non-skid finish for temporary coverage of stage floor with dance surface and rolling storage racks.

B. Physical:
1. Approximate overall dimensions of stage floor area to be covered: 43'-9" wide x 35'-3" deep.
2. Dance floor width: 63"
3. Dance floor thickness: .05"
4. Roll length: 131.3’

5. Roll weight: 250#

6. Color: Reversible with black on one side and grey on the other.


D. Storage racks: Rack for storage of up to 3 sections of dance floor. Heavy duty steel and casters, with removable handle for rolling and un-rolling dance floor. Manufacturer: Musson Theatrical or equal.

E. Accessories: Black Gaffer’s tape, 2” wide x 55 yards. Rosco, Pro-Tapes & Specialties or equal. Provide one case (24 rolls.)

F. Quantities:
   1. Flooring rolls: (3) rolls @ 53’ wide
   2. Storage Racks: Provide (3) three total (for storage of an aggregate of 8 sections of dance floor.)

G. Acceptable Mfr.: Rosco Laboratories Dance Floor.

3. PART INSTALLATION

3.1 GENERAL

A. Before beginning installation, verify that shop drawings reflect actual field conditions. Report any deviations between field conditions and shop drawings to the Architect in writing.

3.2 INSTALLATION OF STAGE RIGGING HARDWARE

A. See Theatrical Rigging Drawing Work Notes for specific items in the scope of work. This section provides a reference and specification for stage rigging hardware installation work as may be required by the drawing work notes.

B. Blocks: Locate and anchor blocks to provide proper alignment of wire ropes and prevent chafing of wire rope against other lines, sides of grooves, or other fixed objects. Furnish and install mule blocks or rollers as required to prevent wire rope contacting other objects such as sprinkler pipes, structural members, the gridiron, other wire rope, etc. whether such blocks or rollers are shown on the drawings or not. Hold fleet angle under 2º from sheave plane.

C. Wire Rope: Attach rope to battens and arbors as shown; use 3 clips or one swaged fitting at each cable end. Place "U" bolts on dead end of cable. Seize cut ends of rope with heavy heat-shrinkable plastic tube or soft iron wire. Hold cut end of rope against standing line with heat-shrink tubing. Cover any rope ends which may catch curtains or scenery. Adjust as necessary to insure quiet operation.

D. Turnbuckles: After adjustment, install safety-wire or lock-nut to prevent accidental change. In lieu of turnbuckles for adjustment, proof-coil chain may be installed if proposed chain and details of attachment are approved by the Architect prior to installation.

E. Counterweight Arbors: Balance arbors with installed loads including curtains, electrical, etc. Distribute remaining counterweights along loading gallery weight rack. Locate counterweights for dead load on arbor under stenciled spreader plate. Paint on-stage ends of dead load counterweights with yellow enamel or lacquer.

F. Pipe Battens (if any): Level battens with 50 lbs. per line added, except actual load for electrics battens, traverse curtains, and cycloramas.
G.  Lineset Identification:
   1.  At loading catwalk level stencil the number of each lineset in contrasting color paint letters
       1/2-inch high on the top stop and in line with the arbor.
   2.  At on-stage edge of top and bottom arbor plates, stencil lineset number in contrasting
       color to be legible from loading catwalk when arbor is raised to upper stop.
   3.  Mark the center of pipe battens with 1 inch wide red painted band, using masking tape for
       sharp edges.

3.3 MOVABLE TORMENTOR PANELS:
   A.  Clean and lubricate all existing carriers and tracks. Replace any damaged carriers or damaged
       sections of track. Clean and lubricate all cane-bolt assemblies and replace any damaged
       assemblies.
   B.  Insure side stage panels hang straight and plumb and operate smoothly.

3.4 INSTALLATION & ACCEPTANCE TESTING OF FIRE CURTAIN
   A.  Install new release lines, new wire rope lift lines, operating line, ring-and-peg terminations and
       signage.
   B.  Install new fusible links in the emergency release control line. Space fusible links every 15 linear
       feet of control line. Install one or more fusible link no more than 7.5 feet from the vertical rise of the
       emergency control line.
   C.  Adjust check device so that the curtain descends and seals at the floor in thirty seconds (or in
       compliance with NFPA 80 decent time) with the last 8 feet taking not less than 5 seconds. Trim
       and level as required for tight seal at floor.
   D.  Operate the curtain in emergency and non-emergency modes at least ten times each.
   E.  After completion of all other punch list work, make one final adjustment of bottom batten level,
       lateral tension and rate of descent.
   F.  Contractor shall test all components to verify compliance with all paragraphs of NFPA 80, 20.8 and
       will confirm in writing that this testing has been completed prior to scheduling of testing by the
       Authority Having Jurisdiction.

3.5 DELIVERY AND INSTALLATION OF PORTABLE VINYL DANCE FLOOR
   A.  Deliver portable vinyl dance floor, gaffer’s tape and storage carts to site after completion and
       acceptance of Division 9 stage floor renovation work.
   B.  Unroll large rolls of dance floor and cut to size as directed by Theater Consultant and/or Owner’s
       Representative.
   C.  Install cut rolls of dance floor on storage racks for future use.
   D.  Demonstrate deployment and storage of portable dance floor to Owner’s Representative.
       Demonstration to be provided in conjunction with Owner’s Instruction described in paragraph 1.9,
       above.

END OF SECTION