Peralta Community College District

Project Manual for:

Bid No. 17-18/01

Leak Remediation for Laney College Buildings A, B, F, & G - Phase 1
Project Number: 1950-07

Located at:
Laney College 900 Fallon Street, Oakland, CA 94607
July 7, 2017

Peralta Community College District
Department of General Services
Stephen Daniels, Facilities Project Manager
(415) 214-2514

Allana Buick and Bers, Inc.
990 Commercial Street
Palo Alto, California 94303

Bid No.: 17-18/01
Advertisement Date: 7/7/17 & 7/14/17
Bid Date: 7/31/17 2pm
(Project No.: 1950-07)

Requests for Information (RFI) due date: 7/21/17 2pm
# Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

**DOCUMENT 00 0110**

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# List Of Drawings

## Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

**DOCUMENT 00 01 15**

**LIST OF DRAWINGS**

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NOTICE INVITING BIDS

1.01 Notice Inviting Bids: Owner will receive sealed Bids at Peralta Community College District, Purchasing Department, 501 5th Avenue, Oakland, CA 94606 until 2 p.m. on July 31, 2017 for the following public work:

Peralta Community College District
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
900 Fallon Street, Oakland, CA 94607

1.02 Project Description: The Laney College Leak Remediation project includes 1) demolition of concrete topping slabs, planters, soil, plants, irrigation lines, root barriers, drainage mats, waterproofing membranes, expansion joints, flashings, termination bars, fasteners, and associated materials; 2) prepping existing deck and providing waterproofing system inclusive of water testing; 3) providing new topping slab and reinforcement; 4) performing flashing repairs at doors, windows, and other building components; 5) providing new drain bowls and performing miscellaneous plumbing line repairs; and 6) providing expansion joints including associated saw cutting, removal, and replacement of adjacent concrete. Base bid work includes Buildings B and F courtyards per the Construction Documents prepared by Allana Buick & Bers. Alternates include 1) applying base bid scope to courtyard A; 2) applying base bid scope to courtyard G; 3) repointing bricks and applying water repellent on brick walls; 4) applying water repellent to concrete on walls; and 5) provide pavers in lieu of topping slab. With an allowance providing canopies and new landscaping per Landscape Architect Design.

1. The project may require night time hours during demolition phase of project. Contractor to follow City of Oakland noise ordinance. Weekend work hours will be required.

The Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1 Project shall be Substantially Completed; i.e. all areas being watertight within 103 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)
ARC Northern California
1700 Jefferson Street,
Oakland, CA 94612
Tel. (510) 287-5485 Fax (510) 444-1264
www.e-arc.com
Email: oakland@e-arc.com

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

(Available for viewing)

Department of General Services
Plan Room
Peralta Community College District
333 East 8th Street, Oakland, CA 94606
A copy of Contract Documents may be obtained online through the Peralta Website.

Website: www.peralta.edu
Under “Quick Links”, click “Business Opportunities” to download the bid packet

The following plan room services have received sets of Bidding Documents for the Work contemplated herein:

Builders Exchange of Alameda
3055 Alvarado Street
San Leandro, CA 94577
Tel. 510-483-8880 Fax 510-352-1509
Email: beac@beac.com

1.03 Bid shall be received at 501 5th Avenue. For information pertaining to the Bidding Documents, please contact John Hiebert, District Buyer.

a. Bid shall be received and reviewed at:

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

1.04 Instructions: Bidders shall refer to Document 00 20 00 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 July 17, 2017 on Laney Campus on the upper podium deck of Building F. The Pre-Bid Conference and Site Visit will last approximately two hours. Requests for Information (RFI) due date: 7/21/17 2pm

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” general 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 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.

2.03 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.

2.04 **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
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 Stephen Daniels, (415) 214-2514 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 Stephen Daniels (danielss@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 bid amount of all Bid items based on terms contained in Document 00 1113 (Notice Inviting Bids) and Document 00 4113 (Bid Form), including allowances and alternates. All Bidders are required to submit Bids on all Bid items (including any alternates). Award of alternates is to be determined by the district.
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 10th 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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

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: Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1, 900 Fallon Street, Oakland, CA 94607, Project No. 1950-07, Bid No. 17-18/01

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

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

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

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

Bid items are described in Section 01 1100 (Summary of Work). Basis for award is described in 02 2113 (Instructions to Bidders)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>All Work of Contract Documents other than Work separately provided for under other Bid items (Base Bid)</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Allowance for canopies and new landscaping</td>
<td>$500,000</td>
</tr>
<tr>
<td>3.</td>
<td>Add. Alternate #1</td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td>Add. Alternate #2</td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td>Add. Alternate #3</td>
<td>$</td>
</tr>
<tr>
<td>6.</td>
<td>Add. Alternate #4</td>
<td>$</td>
</tr>
<tr>
<td>7.</td>
<td>Add. Alternate #5</td>
<td>$</td>
</tr>
</tbody>
</table>

Total $ |

Total Bid Price:

_______________________________________________________________________________
(Total Bid Price in Words)

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

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

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

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

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

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

12. The names of all persons interested in the foregoing Bid as principals are:

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

NAME OF BIDDER: __________________________________________

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

__________________________________________ (Principal)

__________________________________________ (Principal)

__________________________________________ (Principal)

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

__________________________________________ (Signature of Bidder)

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

Business Address: __________________________________________

__________________________________________

Contractor’s Representative(s): __________________________________________

(Name/Title)

(Name/Title)
KNOW ALL BY THESE PRESENTS:

That the undersigned

______________________________
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto Owner, the Peralta Community College District, as obligee, in the penal sum of

______________________________
(Dollar Amount In Words)

Dollars($___________)

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

WHEREAS, the said Principal is submitting a Bid for Owner Project No. 1950-07, Bid No. 17-18/01 Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1, 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 20 00 (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

(Corporate Seal)

By ________________________________
Surety

By ________________________________
Attorney in Fact

END OF DOCUMENT
LEAK REMEDIATION FOR LANEY COLLEGE BUILDINGS A, B, F, & G – Phase 1

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: ____________________________________________

Bidder Registration Form

Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
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
LEAK REMEDIATION FOR LANEY COLLEGE BUILDINGS A, B, F, & G – PHASE 1

DOCUMENT 00 4330

SUBCONTRACTORS LIST

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
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 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 oriole venture.

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 _____
5. What is Bidder’s Interstate Experience Modification Rate? ___________. (A rating in excess of [1] may constitute grounds for disqualification as non-responsible).

(PREVAILING WAGE PROVISIONS)

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

/LICENSE PROVISIONS)

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

(DISPUTES)

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

(BONDING)

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

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

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

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

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

Project Manager: ________________________________________________________________

Project Superintendent: _________________________________________________________

Project Scheduler: ______________________________________________________________

Statement of Qualifications
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

00 4513 - 5
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: _______________________________
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
LEAK REMEDIATION FOR LANEY COLLEGE BUILDINGS A, B, F, & G – PHASE 1

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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 4546

BIDDER CERTIFICATIONS

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

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

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER’S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES AND RECORDS

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

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

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

5. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT

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

BIDDER:

____________________________________   (Name of Bidder)

Date: _______________________, [201] By:____________________________________

   (Signature)

Name: ________________________________________________________________

   (Print Name)

Its: ________________________________________________________________

   (Title)

END OF DOCUMENT
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 5100

NOTICE OF AWARD

Dated ____________________________

TO: ______________________________

ADDRESS: ______________________________

CONTRACT NO.: ______________________________

CONTRACT FOR: Peralta Community College District,
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
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 Stephen Daniels, (415) 214-2514. Questions regarding bonds and insurance may be directed to Stephen Daniels.
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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 5200

AGREEMENT

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

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

Project No. 1950-07, Bid No. 17-18/01
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
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 103 Calendar Days from the Commencement Date.
B. Contractor shall achieve Final Completion of the entire Work 148 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. Allana, Buick & Bers (ABB) 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 one thousand dollars ($1,000.00) 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 One Thousand Hundred dollars ($1,000.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages
A. Measures of liquidated damages shall apply cumulatively.
B. Limitations and stipulations regarding liquidated damages are set forth in Document 00 7200 (General Conditions).

ARTICLE 5 - CONTRACT DOCUMENTS

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

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

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

### CONDITIONS OF THE CONTRACT

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

### DIVISION 01 - GENERAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>01 11 00</td>
<td>Summary of the Work</td>
</tr>
<tr>
<td>01 20 00</td>
<td>Measurement and Payment</td>
</tr>
<tr>
<td>01 26 00</td>
<td>Modification Procedures</td>
</tr>
<tr>
<td>01 31 19</td>
<td>Project Meetings</td>
</tr>
<tr>
<td>01 32 30</td>
<td>Progress Schedules and Submittals</td>
</tr>
<tr>
<td>01 33 00</td>
<td>Submittals</td>
</tr>
<tr>
<td>01 41 00</td>
<td>Regulatory Requirements</td>
</tr>
<tr>
<td>01 42 00</td>
<td>References and Definitions</td>
</tr>
<tr>
<td>01 50 00</td>
<td>Temp Facilities and Controls</td>
</tr>
<tr>
<td>01 77 00</td>
<td>Commissioning and Contract Closeout</td>
</tr>
<tr>
<td>01 81 13</td>
<td>Environmentally Sustainable Procurement Construction</td>
</tr>
</tbody>
</table>

### DIVISION 2 - Demolition

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>02 41 19</td>
<td>Selective Demolition</td>
</tr>
</tbody>
</table>

### DIVISION 3 - EARTHWORK & UTILITIES

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>03 53 00</td>
<td>Concrete Topping</td>
</tr>
</tbody>
</table>

### DIVISION 7: WATERPROOFING

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>07 14 13</td>
<td>Hot Fluid-Applied Rubberized Asphalt Waterproofing</td>
</tr>
<tr>
<td>07 19 00</td>
<td>Water Repellents</td>
</tr>
<tr>
<td>07 62 00</td>
<td>Sheet Metal Flashing and Trim</td>
</tr>
<tr>
<td>07 92 00</td>
<td>Joint Sealants</td>
</tr>
<tr>
<td>07 95 00</td>
<td>Expansion Control</td>
</tr>
</tbody>
</table>

### DIVISION 22: PLUMBING

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>22 14 23</td>
<td>Storm Drainage Piping Specialties</td>
</tr>
</tbody>
</table>

### LIST OF DRAWINGS
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: _______________________________  By: _______________________________
(Signature)     (Signature)

Its: _______________________________  Its: ________________________________
Title (If Corporation: Chairman, President
or Vice President)     Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

OWNER:  Peralta Community College District

By:_______________________________  By:_______________________________
(Signature)     (Signature)

______________________________  __________________________
(Print Name)     (Print Name)

______________________________  __________________________
(Title)     (Title)

Attest:____________________________
Secretary

______________________________  __________________________
(Print Name)     (Print Name)

APPROVED AS TO FORM AND LEGALITY
THIS ____ DAY OF ________, 20_____

By:_______________________________
Attorney for Owner

______________________________  __________________________
(Print Name)     (Print Name)

RESOLUTION NO. ____________________

END OF DOCUMENT
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 6113.13

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

(Describe Contract Work)

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR AS PRINCIPAL          SURETY

Company:  (Corp. Seal)   Company:  (Corp. Seal)

Signature:__________________________  Signature:__________________________

Name and Title:______________________  Name and Title:______________________

Address:____________________________  Address:____________________________

END OF DOCUMENT
LEAK REMEDIATION FOR LANEY COLLEGE BUILDINGS A, B, F, & G – Phase 1

DOCUMENT 00 6113.16

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

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:

District-Wide Signage, Phase II

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
Company: (Corp. Seal)

Signature
Name
Title
Street Address
City, State, Zip Code

SURETY
Company: (Corp. Seal)

Signature
Name
Title
Street Address
City, State, Zip Code

END OF DOCUMENT
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

Document 00 6290

Escrow Agreement for Security Deposit in Lieu of Retention

California Public Contract Code §22300

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 Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1, located at 900 Fallon Street, Oakland, CA 94607 in the amount of $__________ dated __________ 201__ (the “Contract”). Alternatively, on written request of Contractor, Owner shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify Owner within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between Owner and Contractor. Securities shall be held in name of ____________________________, and shall designate Contractor as the beneficial owner.

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

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

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

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

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to Escrow Agent that Owner consents to withdrawal of amount sought to be withdrawn by Contractor.

7. Owner shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from Owner of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by Owner.
8. Upon receipt of written notification from Owner certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from Owner and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00 6290 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:**

Title
Name
Signature
Address
City/State/Zip Code

**ON BEHALF OF CONTRACTOR:**

Title
Name
Signature
Address
City/State/Zip Code

**ON BEHALF OF ESCROW AGENT:**

Title
Name
Signature
Address
City/State/Zip Code

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

**OWNER**

________________________________
Title
________________________________
Name
________________________________
Signature
________________________________
Address
________________________________
City/State/Zip Code

**CONTRACTOR**

________________________________
Title
________________________________
Name
________________________________
Signature
________________________________
Address
________________________________
City/State/Zip Code

Escrow Agreement for Security
Deposits in Lieu of Retention
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
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
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>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Proposed Substitution:

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

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

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

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

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

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

Remarks: ____________________________
Remarks: ____________________________
By: ____________________________
By: ____________________________

END OF DOCUMENT
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

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, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

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

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

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

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

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
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 Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1, 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
# Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

## DOCUMENT 00 7200

### GENERAL CONDITIONS

<table>
<thead>
<tr>
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<th>Article Title</th>
<th>Page</th>
</tr>
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<td>1.02</td>
<td>Order Of Precedence Of Documents</td>
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<td>1</td>
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<td>Limited Reliance Permitted On Owner’s Existing Conditions Data</td>
<td>2</td>
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<tr>
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<td>2</td>
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<tr>
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<td>3</td>
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<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>
<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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<tr>
<td>5.02</td>
<td>Commencement Date Of Contract Time</td>
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<tr>
<td>6.01</td>
<td>Contractor’s Legal Address</td>
<td>5</td>
</tr>
<tr>
<td>6.02</td>
<td>Contractor’s Superintendents Or Forepersons</td>
<td>5</td>
</tr>
<tr>
<td>6.03</td>
<td>Proficiency In English</td>
<td>5</td>
</tr>
<tr>
<td>6.04</td>
<td>Contractor’s And Subcontractors’ Employees</td>
<td>5</td>
</tr>
<tr>
<td>6.05</td>
<td>Contractor’s Use Of The Site</td>
<td>5</td>
</tr>
<tr>
<td>6.06</td>
<td>Contractor’s Site Office</td>
<td>6</td>
</tr>
<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>
</tr>
<tr>
<td>7.03</td>
<td>Architect/Engineer’s Observation Of Work</td>
<td>6</td>
</tr>
<tr>
<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>
<td>7</td>
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<tr>
<td>7.06</td>
<td>Owner’s Right Of Separate Construction</td>
<td>7</td>
</tr>
<tr>
<td>8.01</td>
<td>Contractor To Supervise The Work</td>
<td>7</td>
</tr>
<tr>
<td>8.02</td>
<td>Contractor To Maintain Cost Data</td>
<td>8</td>
</tr>
<tr>
<td>8.03</td>
<td>Contractor To Supply Sufficient Workers And Materials</td>
<td>8</td>
</tr>
<tr>
<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>9</td>
</tr>
<tr>
<td>9.02</td>
<td>Inspection Of Work</td>
<td>10</td>
</tr>
<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>12</td>
</tr>
<tr>
<td>9.07</td>
<td>Correction Period And Project Warranty Period</td>
<td>13</td>
</tr>
<tr>
<td>9.08</td>
<td>No Waiver</td>
<td>13</td>
</tr>
<tr>
<td>10.01</td>
<td>Modifications Of Contract Documents</td>
<td>13</td>
</tr>
</tbody>
</table>
ARTICLE 10 - OWNER'S RIGHT TO DIRECT CHANGED WORK

10.01 Owner’s Right To Direct Changed Work
10.02 Required Documentation For Changed Work
10.03 Procedures And Pricing Of Changed Work

ARTICLE 11 - TIME ALLOWANCES

11.01 Time Allowances
11.02 Excusable Delay And Inexcusable Delay Defined
11.03 Notice Of Delay
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14.07 Contingent Assignment Of Subcontracts
14.08 Remedies And Contract Integration
14.09 Interpretation
14.10 Patents
14.11 Substitution For Patented And Specified Articles
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14.13 Limit Of Liability

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15.02 Protection Of Work, Persons, And Property
15.03 Responsibility For Safety And Health
15.04 Emergencies
15.05 Use Of Roadways And Walkways
15.06 Nondiscrimination
15.07 Prevailing Wages And Working Hours
15.08 Environmental Controls
15.09 Shoring Safety Plan
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 indentified, 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
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
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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 of construction, or for safety precautions and programs in connection with Work. Project Manager/Architect will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
B. Project Manager/Architect may review Contractor’s Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
C. Project Manager/Architect may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager/Architect may recommend to Owner that it disapproves or rejects Work that Project Manager/Architect believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. Owner will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.
D. Project Manager/Architect may conduct inspections to recommend to Owner the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to Owner for review written warranties and related documents required by Contract Documents.

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

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

7.06 Owner's Right Of Separate Construction
A. Owner may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. Owner may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility Owners perform other work.
B. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility districts and Owner (if Owner is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others’ work, do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work, and shall cooperate with them to facilitate the progress of the Work.
C. To the extent that any part of Contractor’s Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to Owner in writing any defect in in-place work that will impede or increase the cost of Contractor’s interface unless corrected.

ARTICLE 8 - CONTRACTOR'S PROSECUTION AND PROGRESS OF THE WORK
8.01 Contractor To Supervise The Work
A. Subject to those rights specifically reserved in the Contract Documents, Contractor shall supervise, direct, have control over, and be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, safety precautions and programs incident thereto, and compliance with laws and regulations applicable to the furnishing or performance of Work.
B. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without Owner's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.
C. Contractor shall supervise, inspect, and direct Workcompetently 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 extent that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

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

14.10 Patents

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

14.11 Substitution For Patented And Specified Articles

A. Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or Approved Equal” and Contractor may offer any substitute material or process that Contractor considers “equal” in every respect to that so designated and if material or process offered by Contractor is, in opinion of Owner, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00 6325 (Substitution Request Form) as provided in Document 00 20 00 (Instructions to Bidders). A substitution will be approved only if it is a true “or equal” item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

14.12 Interest Of Public Officers

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

14.13 Limit Of Liability

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

ARTICLE 15 - WORKING CONDITIONS AND PREVAILING WAGES

15.01 Use Of Site/Sanitary Rules

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

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

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

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

15.02 Protection Of Work, Persons, And Property

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

B. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owners of adjacent property and of Underground Facilities and utility Owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
C. Contractor shall remedy all damage, injury or loss to any property referred to above in this Article, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. Owner and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor’s Work.

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

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

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

15.03 Responsibility For Safety And Health

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

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

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

15.04 Emergencies

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

15.05 Use Of Roadways And Walkways

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

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

15.07 **Prevailing Wages And Working Hours**

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

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

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

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

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

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

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

3. Contractor or its Subcontractors shall, as a penalty to Owner, forfeit twenty-five dollars ($25) for each worker employed in the execution of the Contract Documents by the respective Contractor or Subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code §§ 1810-1815.
4. Work performed on the Project by employees of Contractor or its Subcontractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

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

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

2. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor as required by Labor Code Section 1776.
   a. Contractor shall inform Owner of the location of records enumerated above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
   b. Contractor or Subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that the Contractor or Subcontractor fails to comply with the ten-day period, he or she shall, as a penalty to Owner on whose behalf the contract is made or awarded, forfeit $25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Contractor is not subject to a penalty assessment pursuant to this Paragraph due to the failure of a Subcontractor to comply with this Paragraph.

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

15.08 Environmental Controls

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

15.09 Shoring Safety Plan

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

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

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

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

END OF DOCUMENT
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 July 17, 2017 at Laney College, Building F on the upper podium deck, 900 Fallon Street, Oakland, CA 94607 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, journeyworker, 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, journeyworker, 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 10 - LABOR COMPLIANCE PROGRAM

10.05 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 10 and each subpart thereto.

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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 7316

SUPPLEMENTARY CONDITIONS

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.

Supplementary Conditions

0 7316- 1
2. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers’ Compensation shall have an A. M. Best Company rating of A-, VIII or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.

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

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

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

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

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

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

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

6. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

7. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from District under provisions of the Workers’ Compensation
Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.

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

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

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

1. Each Professional shall maintain the following insurance:

   a. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional’s Work on the Project, in an amount not less than $1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.

   b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.4 of this Document 00700. Professional shall satisfy all other provisions of paragraph 4.2 of this Document 00700 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF DOCUMENT
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 contact 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.
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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<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
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<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
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</tbody>
</table>

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

__________________________________________

Name of Company __________________________ Telephone __________ Fax ________________

Small Local Business Enterprise 00 7339 – 3
Leak Remediation for Laney College Buildings A, B, F, & G
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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

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
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

DOCUMENT 00 9113

ADDENDA

PROJECT NO. 1950-07, BID NO. 17-18/01

Peralta Community College District

Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1
900 Fallon Street, Oakland, CA 94607

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

END OF DOCUMENT
PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Project Information and Conditions
B. Unit Prices, Allowances and Alternates
C. Emergency Response
D. Construction Schedule
E. Schedule of Values
F. Dimensions and Quantities
G. Guaranties and Warranties
H. Clean-up

1.2 PROJECT INFORMATION

A. Project Name: Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1, 900 Fallon Street, Oakland, California.

B. Project Description: The following brief description applies only to the roof-related work of this project and is not intended to limit or totally define the scope of Work. Refer to the Contract Documents for the entire scope of Work.

1. Buildings B and F Courtyards
   
a. Demolish topping slab, planters, soil, plants, irrigation lines, root barriers, drainage mats, waterproofing membranes, expansion joints, flashings, termination bars, fasteners, and associated materials.

b. Prep existing deck and provide waterproofing system including water testing.

c. Provide new topping slab and reinforcement.

d. Perform flashing repairs at doors, windows, and other building components.

e. Provide new drain bowls and perform miscellaneous plumbing line repairs.
f. Provide expansion joints including associated saw cutting, removal, and replacement of adjacent concrete.

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

1.3 PROJECT CONDITIONS

A. The site will be occupied and in use during the construction. Take necessary precautions to create minimum disturbance or disruption in adjacent occupied buildings. Comply with all reasonable restrictions or limitations imposed by the Owner to assure continued use of buildings during construction.

B. Provide safety precautions to separate the work area(s) from pedestrian or vehicular traffic and to prevent damage to the buildings, its occupants and the surrounding areas. Observe all applicable O.S.H.A. and California State O.S.H.A. requirements.

C. Supply labor and equipment to accomplish the Work.

D. Temporary construction will not be allowed. Schedule, execute and coordinate work without exposing the buildings’ interior or its contents to inclement weather. Repair or replace items damaged caused by Contractor’s negligence.

E. The Contractor is responsible to make the buildings with roof and waterproofing removed watertight at the end of each day’s operation.

F. Supply shoring to brace and support the structure and facilities affected by the work. This includes planter irrigation systems, exterior lighting, and items supported by the decks to be removed or replaced. Supply all temporary walkways and ramps necessary to remove existing waterproofing systems.

G. Perform all work in accordance with applicable Federal, State and local code requirements.

H. Workmanship and materials shall be in accordance with manufacturer’s instructions and Code requirements. Specification requirements that exceed the minimum requirements of the manufacturer take precedence.
I. Coordinate the work in this Section with other Sections, including preparatory work, building protection, daily clean-up and protection of building occupants and contents.

J. Supply labor and equipment necessary to maintain a clean environment in the interior and exterior building and site areas around the construction.

K. Since the campus will be in use during the project and access is needed to the buildings, the Contractor shall provide access measures/structures to allow access to the rooms affected by the work areas. The Contractor shall submit a shop drawing to the Owner for review.

1.4 BID ITEMS, UNIT PRICING, ALLOWANCES AND ALTERNATES

A. Descriptions of Items on Bid Form 00 4113 (listed by Bid item numbers):

Bid Item 1 – Base Bid includes demolition of concrete topping slabs, planters, irrigation lines, waterproofing, expansion joints, flashings, and associated materials; providing new topping slab and reinforcement; performing flashing repairs at doors and windows; and providing new drain bowls and miscellaneous plumbing line repairs at Buildings B and F courtyards with the Construction Documents prepared by Allana Buick & Bers (ABB), Inc.

B. Bid Item 2 - Allowances: Provide canopies and new landscaping per Landscape Architect Design.

C. Bid Items 3 – 7 Alternates:
   1. Apply base bid scope to courtyard A (Item 3).
   2. Apply base bid scope to courtyard G (Item 4).
   3. Repoint bricks and apply water repellent on brick walls (Item 5).
   4. Apply water repellent to concrete on walls (Item 6).
   5. Provide pavers in lieu of topping slab (Item 7).

1.5 EMERGENCY RESPONSE

A. The Contractor shall provide the Owner with after-hours (24 hour) emergency telephone numbers of the Contractor’s Superintendent and Foreman.

B. The Contractor must respond to emergency situations or calls within two (2) hours.

1.6 CONSTRUCTION SCHEDULE

A. Refer to Division 1 Section “Construction Progress Documentation.”

B. The Contractor shall schedule periodic site visits during construction by the Roofing Manufacturer that provides the warranty. Visits by the Manufacturer’s Representative shall be made during the pre-construction conference, one week into the start of construction, at project completion and as requested by the Owner. The Contractor is responsible to notify and obtain acceptance from the Membrane manufacturer on
detail changes that may affect the roof system warranty.

1.7 SCHEDULE OF VALUES

A. Refer to Division 1 Section “Payment Procedures.”

B. Provide a line item breakdown of construction labor and materials costs for each roof area.

C. Provide line item values for Quantity Allowances and Unit Prices Work

D. Utilize the Owner’s form to prepare and submit the Schedule of Values.

1.8 WORK HOURS

A. Even though the campus will be occupied, the work hours shall be 7:00 a.m. to 9:00 p.m. unless otherwise approved by the Project Manager. City of Oakland noise ordinance hours take precedent for demolition phase of work. Weekend work may take place, but must be scheduled with the Project Manager.

1.9 DIMENSIONS AND QUANTITIES

A. Verify dimensions and quantities in the field prior to bid submission. The Project Plans and Drawings have been compiled from various sources and may not reflect the actual field conditions at the time of construction.

B. The Contractor is responsible for means and methods of construction, and will make necessary investigations, including core samples and take necessary precautions to supply, fabricate, and install work in accordance with the construction documents.

C. Unfamiliarity with existing project conditions will not be considered for additional compensation.

D. In case of inconsistency between Drawings and Specifications or within either document, the Owner shall decide the quality and quantity of work.

1.10 CLEAN-UP

A. Clean, restore and/or replace items stained, dirtied, discolored or otherwise damaged due to the Work, as required by the Owner’s Representative.

B. Clean work area, building (interior and exterior), and surrounding areas so they are free of trash, debris and dirt or dust caused by, or associated with the Work.

C. Clean out drain leaders and piping to the point where it exits the site. Water test all drains prior to and after construction by running water from a hose into each drain in the presence of the Owner’s Representative.
D. Sweep site and paved areas clean daily.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION
PART 1 – GENERAL

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

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

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

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

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

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

### 1.04 PAYMENT PROCEDURES

**A. Schedule of Values:**

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

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

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

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

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

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

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

3. Except as otherwise provided in a labor compliance program applicable to the Work (if any) or as otherwise required by Owner, concurrently with each Application for Payment, Contractor shall submit to the Owner the Contractor’s and its Subcontractors’ certified payroll records required to be maintained pursuant to Labor Code Section 1776 for all labor performed during pay periods ending during the period covered by the Application for
4. No progress payment will be processed prior to Owner receiving all requested, acceptable schedule update information and certified payrolls, and in Owner’s sole and absolute discretion, Owner may deny the entire Application for Payment for noncompliance.

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

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

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

C. Owner’s Review of Progress Payment Applications

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

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

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

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

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

D. Payment for Material and Equipment Not Yet Incorporated Into the Work

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

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

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

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

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

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

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

1.05 FINAL PAYMENT

A. Final Payment

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

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

B. Final Accounting

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

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

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

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

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

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

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

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

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
PART 1 – GENERAL

1.01 SUMMARY

A. Section includes requirements that supplement the paragraphs of Document 00 7200 (General Conditions).
B. Description of procedures for modifying the Contract Documents and determining costs for changes in contract amounts.

1.02 PROCEDURES FOR CONTRACTOR INITIATED CHANGE ORDER

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

1. Contractor may initiate changes by submitting a Change Proposal Request ("CPR").
2. Whenever Contractor elects or is entitled to submit a CPR, Contractor shall prepare and submit to Owner for consideration a CPR using the form included in this Project Manual. All CPRs must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, Markup and any requested changes to Contract Time. All Subcontractor Work shall be so indicated. Individual entries on the CPR form shall include applicable Schedule of Values code, with all amounts determined as provided herein. After receipt of a CPR with a detailed breakdown, Owner will act promptly thereon.
3. If Owner accepts a CPR, Owner will prepare a Change Order for Owner and Contractor signatures.
4. If CPR is not acceptable to Owner because it does not agree with Contractor’s proposed cost and/or time, Owner will provide comments thereto. Contractor will then, within seven (7) Days (except as otherwise provided herein), submit a revised CPR.
5. When necessity to proceed with a change does not allow Owner sufficient time to conduct a proper check of a CPR (or revised CPR), Owner may issue a Change Directive (CD) as provided below.

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

1. Contractor may submit RFIs for clarifications in Owner-prepared Contract Documents, which may result in the Contractor submitting a CPR.
2. Whenever Contractor requires information regarding the Project or Owner-prepared Contract Documents, or receives a request for such information from a Subcontractor, Contractor may prepare and deliver an RFI to Owner. Contractor shall use RFI format provided on approval by Owner. Contractor shall not issue an RFI to Owner solely to clarify Contractor-prepared Construction Documents. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor’s failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor’s waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
3. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation for the effort required to submit the RFIs. Contractor shall be responsible for Owner’s administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by
Owner; at Owner discretion, such costs may be deducted from progress payments or final payment.

4. Owner will respond within ten (10) days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.

5. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.

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

C. **Time Requirements:**

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

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

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

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

D. **Cost Estimate Information:**

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

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1.03 **PROCEDURES FOR OWNER INITIATED CHANGE ORDERS**

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

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

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

3. Contractor’s response must be any one of following:

   a. Return CD signed, thereby accepting Owner response, including adjustment to time and cost (if any).

   b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Owner so requests.

   c. Give notice of intent to submit a claim as described in Article 12 of Document 00 7200 (General Conditions), and submit its claim as provided therein.
4. If CPR or the CD provides for an adjustment to any Contract Sum, the adjustment shall be based on one of the following methods:
   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
   b. Contractor to proceed on cost reimbursable (force account) basis while negotiating towards a firm price.
   c. Cost to be determined in a manner agreed.

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

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

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

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

1. Owner may initiate changes in the Work or Contract Time by issuing a Request for Proposal (“RFP”) or Change Order (“CO”) to Contractor.
2. Owner may issue an RFP to Contractor. Any RFP will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
3. In response to an RFP, Contractor shall furnish a Change Proposal Request (CPR) within twenty-one (21) Business Days of Owner’s RFP. Upon approval of CPR, Owner may issue a Change Directive directing Contractor to proceed with extra Work.
4. If the parties agree on price and time for the work, the Owner will issue a Contract Change Order. If the parties do not agree on the price or time for a CPR, Owner may either issue a CD or decide the issue per Article 12 of Document 00 7200 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

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

A. Adjustment of Schedules to Reflect Change Orders or CDs:

1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period, to reflect CO or CD.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.

B. Required Documentation for Adjustments to Contract Amounts:

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

2. In all requests for compensation, cost proposals, estimates, claims and any other calculation of costs made under the Contract Documents, Contractor shall breakout and quantify costs of labor, equipment and materials identified herein, for Contractor and subcontractors of any tier.

3. Contractor shall, on request, provide additional data to support computations for:
   a. Quantities of products, materials, labor and equipment.
   b. Taxes, insurance, and bonds.
   c. Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
   d. Credit for deletions from Contract, similarly documented.

4. Contractor shall support each claim or computation for additional cost, with additional information including:
   a. Origin and date of claim or request for additional compensation.
   b. Dates and times Work was performed and by whom.
   c. Time records and wage rates paid.
   d. Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
   e. Credit for deletions from Contract, similarly documented.

C. Responses and Disputes:

1. For all responses for which the Contract Documents do not provide a specific time period, recipients shall respond within a reasonable time.

2. For all disputes arising from the procedures herein, Contractor shall follow Article 12 of Document 00 7200 (General Conditions).

1.05 COST DETERMINATION FOR CHANGES IN CONTRACT AMOUNTS

A. Calculation of Total Cost of Extra Work:

1. Total cost of changed Work, extra Work or of Work omitted shall be the sum of three components defined immediately below as: Component 1 (Direct Cost(s)); Component 2 (Markup); and, Component 3 (bonds, insurance, taxes)

2. Component 1: Direct Cost(s) of labor, equipment and materials, is calculated based upon actually incurred (or omitted) labor costs, material costs and equipment rental costs, as defined herein;

3. Component 2: Markup on such actually incurred Direct Costs, is applied in the percentages identified below; and

4. Component 3: Actual additional costs for any additionally required insurance, bonds, and/or taxes, defined herein, is calculated without Markup.

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

A. Composition of Component 1 (Direct Cost of Construction):

1. Component 1 has four subcomponents, also referred to as "LEMS":
   a. Labor (Component 1A)
   b. Equipment (Component 1B)
   c. Materials (Component 1C)
   d. Subcontractors (Component 1D)
B. Measurement of Cost of Labor (Component 1A):

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

   a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

   b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined, such as worker's compensation insurance. Such labor surcharge shall not exceed generally accepted standards in the State for labor rates in effect on date upon which extra Work is accomplished.

   c. Cost of labor shall include no other costs, fees or charges.

2. Labor cost for operators of equipment owned and operated by Contractor or any Subcontractor, shall be no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator (i.e., Contractor or Subcontractor) is actually covered by such an agreement.

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

C. Measurement of Cost of Equipment (Component 1B):

1. Measurement of Component 1B (Cost of Equipment). Cost of Equipment shall be calculated as: Cost of Equipment used in actual and direct performance of the subject work, whether by Contractor, Subcontractor or other forces. Cost of Equipment shall be calculated as herein described.

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

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

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

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

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

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

   b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
c. Rates shall correspond to actual rates paid by Contractor, i.e., if Contractor pays lower weekly or monthly rates, then same shall be charged to Owner.

7. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
   a. Owner will pay for costs of loading and unloading equipment.
   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission or appropriate State Dept. of Transportation.
   d. Owner will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
   e. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which Owner directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and Owner legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

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

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

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

   1. Cost of Material shall be calculated as herein described. Cost of such materials will be cost to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
   2. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to Owner notwithstanding fact that such discount may not have been taken.
   3. For materials salvaged upon completion of Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
   4. If cost of a material is, in opinion of Owner, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Paragraph.
   5. Material costs shall include no other costs, fees or charges.

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

   1. Where reimbursed or calculated per the terms of the Contract Documents, change order or Change Directive, cost of Subcontractors shall be calculated as amounts earned by Subcontractors procured in compliance with the Contract Documents and approved by the Owner, provided such subcontractor earned amounts meet the following requirements:
      a. Such amounts are earned under the terms of the Subcontracts and the Work complies with the terms of the Contract Documents;
      b. Such amounts are properly requested, documented and permitted under the terms of the subcontract(s) and the Contract Documents.
      c. Total cost to Owner of Direct Costs of Construction (labor, equipment, materials), Markup, and costs of bonds, insurance and taxes, conform to contract limitations (i.e., totals paid by Owner do not exceed the 20% Markup limitation.).
1.07 MEASUREMENT AND PAYMENT OF MARK UP (COST COMPONENT 2)

A. Markup Percentages for Changed Work (Component 2):

1. Markup on Direct Cost of labor and materials for extra Work shall be 15%. Markup on Direct Cost of equipment for extra Work shall be 15%.
2. When extra Work is performed by Subcontractors, regardless of the number of tiers, total Markup on “Component 1” Direct Costs shall not exceed 20%. Contractor and its Subcontractors shall divide the 20% as they may agree.
3. Under no circumstances shall the total Markup on any extra Work exceed twenty (20) percent, stated as a percent of the Direct Cost of labor, equipment and materials. This limitation shall apply regardless of the actual number of subcontract tiers.
4. On proposals covering both increases and decreases in Contract Sum, Markup shall be allowed on the net increase only as determined above. When the net difference is a deletion, no percentage for Markup shall be allowed, but rather an appropriate percentage deduction shall be issued in the amount of the net difference.

B. Measurement and Payment of Mark Up (Component 2):

1. Mark Up (Component 2) provides complete compensation to Contractor for:
   a. All Contractor profit;
   b. All Contractor home-office overhead;
   c. All Contractor assumption of risk assigned to Contractor under the Contract Documents;
   d. Subject to the qualifications below regarding self-performed work, all General Conditions and General Requirements.
2. Profit. Compensation for profit included within Component 2 (Mark Up), includes without limitation: Fees of all types, nature and description; and Profit and margins of all types, nature and description.
3. Home Office Expenses. Compensation for home office expenses included within Component 2 (Mark Up), includes without limitation: Salaries and other compensation of any type of Contractor’s personnel (management, administrative and clerical), and all direct and indirect operating, travel, payroll, safety, storage, quality control, maintenance and overhead costs of any nature whatsoever, incurred by Contractor at any location other than the Project specific site office, including without limitation, Contractor’s principal or branch offices; insurance premiums other than those for Project specific insurance directed by the Owner in a change order; all hardware, software, supplies and support personnel necessary or convenient for Contractor’s capture, documentation and maintenance of its costs and cost accounting data and cost accounting and control systems and work progress reporting.
4. Assumption of Risk. Compensation for Contractor’s assumption of risk under the Contract Documents, included within Component 2 (Mark Up), includes without limitation loss, cost, damage, expense or liability resulting directly or indirectly from any of the following causes (“unallowable costs”), for Contractor and subcontractors of any tier: noncompliance with the Contract Documents, fault or negligence, defective or non-comforming Work, by Contractor or any Subcontractor or Vendor of any tier or anyone directly or indirectly employed by any of them, or for whose acts or omissions any of them are responsible or liable at law or under the Contract Documents; cost overruns of any type; costs in excess of any lump sum, not to exceed amount or GMP; costs resulting from bid or “buy out” errors, unallocated scope, or incomplete transfer of scope or contract terms to subcontractors; any costs incurred by Contractor relating to a Change in the Work without a Change Order or Change Directive in accordance with the Contract Documents; costs for work or materials for which no price is fixed in the Contract Documents, unless it is expressly specified that such work or material is to be paid for as extra work.
5. General Conditions and Division 1 General Requirements. Compensation for Contractor’s General Conditions and General Requirements Costs included within Component 2 (Mark Up), includes compensation to Contractor for: Contractor’s direct costs, without overhead
Modification Procedures  01 2600 - 8
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

or profit, for salaries and related forms of compensation and employer’s costs for labor and personnel costs, of Contractor’s employees and subconsultant’s employees (if any), while and only to the extent they are performing Work at the Project Site. Personnel and Work compensated by this Component include without limitation: All required Project management responsibilities; all on-site services; monthly reporting and scheduling; routine field inspection of Work; general superintendence; general administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary; salaries of project superintendent, project engineers, project managers, safety manager, other manager, timekeeper, and secretaries; all cost estimates and updates thereto; development, validation and updates to the project schedule; surveying; estimating. Compensation for Contractor’s General Requirements Costs included within Component 2 (Mark Up), compensates Contractor for its “General Requirements” Costs, including without limitation: all scheduling hardware, software, licenses, equipment, materials and supplies; purchase, lease or rental, build out, procurement, supporting equipment and maintenance of temporary on-Site facilities, Project field and office trailers and other temporary facilities, office equipment and supporting utilities; platforms, fencing, cleanup and jobsite security; temporary roads, parking areas, temporary security or safety fencing and barricades, etc.; all Contractor’s motor vehicles used by any Contractor’s personnel, and all costs thereof; all health and safety requirements, required by law or Owner procedures; all surveying; all protection of Work; handling and disposal fees; final cleanup; repair or maintenance; other incidental Work; all items, activities and function similar to any of those described above; all travel, entertainment, lodging, board and the like.

6. Personnel compensated by the Markup Component do not include workers of foreman level or below in the case of self-performed work; rather, such personnel shall be treated as a Direct Cost of Construction. Costs compensated by the Markup component do not include temporary measures specifically required by the changed work, not otherwise required or ongoing in the prosecution of the Work, that commence specifically to support the changed work and conclude with the completion of the changed work. Such costs shall be treated as Direct Costs of Construction. Examples of General Requirements costs that this component may not cover are the following: temporary barricades or fencing of specific areas required specifically for the changed work; cranes required specifically for the changed work; extra security required specifically for the changed work.

1.08 MEASUREMENT AND PAYMENT OF BONDS INSURANCE TAXES (COMPONENT 3)

A. Measurement of Bonds, Insurance, Taxes (Component 3):

1. Component 3 (Bonds, Insurance, Taxes) consists of the cost of bonds, insurance and taxes, also referred to as “BIT”. All State sales and use taxes, applicable County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.
2. There is no mark up on BIT.

1.09 EFFECT OF PAYMENT

A. Change Order Compensation is All Inclusive.

1. Except as provided expressly below regarding changes that extend the Contract Time, payment of calculated cost of extra work constitutes full and complete compensation for costs or expense arising from the extra Work, and is intended to be all inclusive.
2. Payment for Direct Cost of Construction (Component 1 or LEMS) is intended to be all-inclusive. Any costs or risks not delineated within cost of labor, equipment or materials herein, shall be deemed to be within the costs and risks encompassed by the applicable Markups and unallowable in any separate amount.
3. Payment of Markup (Component 2) is intended to be all-inclusive. Contractor waives claims for any further or different payment of cost and risk items delineated herein, other than the allowable percentage markup on costs set forth in the Contract Documents; such separate, further or different cost or risk items shall be unallowable, waived and liquidated within the allowable percentage markup.
4. Contractor shall recover no other costs or markups on extra work of any type, nature or description.

B. Exception for Changes Extending the Contract Time.

1. Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided Contractor can demonstrate such additional costs are (i.) actually incurred performing the Work, (ii.) not compensated by the Markup allowed, and (iii) directly result from the extended Contract Time. Contractor shall make such request and provide such documentation following all required procedures, documentation and time requirements in the Contract Documents, and subject to all contract limitations of liability. Contractor may not seek or recover such costs using formulas (e.g., Eichleay).

C. Limits of Liability / Accord and Satisfaction.

1. The foregoing limits of compensation apply in all cases of claims for changed Work, whether calculating Change Proposal Requests, Change Orders or CDs, or calculating claims and/or damages of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature.

2. Under no circumstances may Contractor claim or recover special, incidental or consequential damages against Owner, its representatives or agents, whether arising from breach of contract, negligence, strict liability or other tort or legal theory, unless specifically and expressly authorized in the Contract Documents.

3. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as expressly provided for in Contract Documents.

4. Accord and Satisfaction: Every Change Order and accepted CD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 7200 (General Conditions) no later than thirty (30) days after Contractor’s first written notice of its intent to reserve rights. Execution of any Change Order or CD shall constitute Contractor’s representation of its agreement with this provision.

1.010 MISCELLANEOUS REQUIREMENTS

A. Owner-Furnished Materials.

1. Owner reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and Markup on such materials.

B. Records And Certification.

1. All charges shall be recorded daily and summarized in Change Proposal Request form attached hereto. Contractor or authorized representative shall complete and sign form each day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; and a list by size type and identification number of equipment and hours operated.

2. Owner shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor’s claims for modification of Contract, including CD Work. This right shall be specifically enforceable, and any failure of Contractor to voluntarily
comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to Article 12 of Document 00 7200 (General Conditions).

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE
To: [Insert Name of Owner]

Attention: [______________]

[Insert Owner’s Address]

Phone: (___) ___- _____
Fax: (___) ___-_____

From: [Insert Contractor’s Name/Address]

This Cost Proposal is in response to the above-referenced [insert RFP, etc. as applicable].

Brief description of change(s):

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<th>ITEM DESCRIPTION</th>
<th>PRIME CONTRACTOR</th>
<th>SUB 1</th>
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TOTAL COST

| Subcontractor’s Overhead & Profit 15 percent | |
| Contractor’s Overhead & Profit 15 percent | |
| Overhead & Profit to Contractor for Subcontractor’s Work 5 percent | |
| (percent of Total Cost above not including any Overhead & Profit – may not exceed 20%) | |

GRAND TOTAL

REQUESTED CHANGE IN CONTRACT TIME (DAYS)

(Time Impact Evaluation Enclosed)

By Contractor:     Signature:    Date:
PART 1 – GENERAL

1.01 SUMMARY

A. Section includes description of required project meetings.

1.02 PRECONSTRUCTION CONFERENCE

A. Preconstruction Conference. Owner will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site). Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference. Agenda may include, but not be limited to, the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of the Contractor’s on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Contractor’s Initial Progress Schedule
13. Contractor’s Schedule of Values
14. Contractor’s Schedule of Submittals
15. Jurisdictional agency requirements
16. Owner will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.03 WEEKLY PROJECT MEETINGS

A. Owner will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by Owner. Meetings shall be held at Owner’s Offices unless otherwise specified in Contract Documents.

1. Owner’s Representative will prepare agenda and distribute it 4 Days in advance of meeting to Contractor.
2. Participants with agenda items shall present them.
3. The Architect/Engineer and other responsible entities shall attend meetings unless otherwise specified in Contract Documents or provided by Owner.
4. Owner shall record and distribute the meeting minutes. Minutes shall be distributed by the Owner to the Contractor within 3 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.
5. Progress meetings shall be attended by Contractor’s job superintendent, major Subcontractors and suppliers, Owner, and others as appropriate to agenda topics for each meeting.
6. Agenda may contain the following items, as appropriate:
a. Review, revise as necessary, and approve previous meeting minutes
b. Review of Work progress since last meeting
c. Status of Construction Work Schedule, delivery schedules, adjustments
d. Submittal, RFI, and Change Order status
e. Review of the Contractor’s safety program activities and results, including report on all serious injury and/or damage accidents
f. Other items affecting progress of Work

1.04 PROGRESS SCHEDULE AND BILLING MEETINGS

A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
B. At this meeting, at a minimum, the following items will be reviewed:
   1. Percent complete of each activity;
   2. Time impact evaluations for Change Orders and Time Extension Request;
   3. Actual and anticipated activity sequence changes;
   4. Actual and anticipated duration changes; and
   5. Actual and anticipated Contractor delays.
C. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor’s General Superintendent and Scheduler shall attend these meetings.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
PART 1 – GENERAL

1.01 SUMMARY
A. Section includes description of requirements and procedures for submitting progress schedules and submittals.

1.02 CONTRACTOR TO SUBMIT PROGRESS SCHEDULES
A. Contractor shall submit original (baseline) progress schedule two weeks prior to the first Application for Payment.
B. Baseline Progress Schedule shall show Contractor’s construction and procurement activities, including but not limited to, equipment procurement and delivery (Contractor and Owner supplied), activities with Subcontractors and suppliers, major submittal reviews, commissioning of systems, use of major equipment on site, and necessary interface with Owner and third parties required to complete the Work in a timely manner and in accordance with Contract Time.

1.03 SCHEDULE REQUIREMENTS.
A. Unless Owner agrees in writing otherwise, progress schedule shall be on Microsoft Project, Primavera P6, Suretrack, or equivalent software, as Owner may specify, which Contractor shall prepare and supply to Owner, with all datapoint entries completed for start dates, necessary work activities, durations (not longer than 21 calendar days) and logic ties.
B. Contractor’s progress schedule may be in the form of a CPM (arrow) diagram or, if Owner agrees in writing, a bar chart. The hard copies of the schedule supplied to Owner shall indicate the critical path of the Work (in red) and shall show a logical progression of the Work through completion within Contract Time.
C. Unless Owner agrees in writing otherwise, progress schedule shall also show early and late start and finish dates and total available float (float to the successor activity’s late start date) for each activity. Owner has no obligation to accept an early completion schedule.

1.04 MONTHLY UPDATES
A. Contractor’s progress schedule shall be updated monthly to reflect actual progress. The schedule shall be subject to Owner’s review and acceptance for use in monitoring Contractor’s Work and evaluating Applications for Payment.
B. Contractor shall supply Owner with an electronic copy of the updated progress schedule with each monthly payment application. Contractor shall provide Owner with three-week lookahead schedules weekly, showing in detail and activities and resources scheduled for the immediate two week period.

1.05 RECOVERY SCHEDULE
A. Owner may request a recovery schedule should Contractor fall 21 or more Days behind any schedule Milestone, which schedule shall show Contractor’s plan and resources committed to retain Contract completion dates.
B. The recovery schedule shall show the intended critical path. If Owner requests, Contractor shall also:
   1. Secure and demonstrate appropriate Subcontractor and supplier consent to the recovery Schedule.
   2. Submit a narrative explaining trade flow and construction flow changes and man-hour loading assumptions for major Work activities and/or Subcontractors.
1.06 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS:

A. When Contractor requests a time extension for any reason, Contractor shall submit a TIE that includes both a written narrative and a schedule diagram depicting how the changed Work or other impact affects other schedule activities. The schedule diagram shall show how Contractor proposes to incorporate the changed Work or other impact in the schedule and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable Owner to evaluate the impact of changed Work to the scheduled critical path.

B. Contractor is responsible for all costs associated with the preparation of TIE’s, and the process of incorporating TIE’s into the current schedule update. Provide Owner with four copies of each TIE.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
PART 1 – PART 1 GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for submittals.

1.02 SCHEDULE OF SUBMITTALS

A. Contractor shall prepare for Owner's review and acceptance prior to commencement of work on the Site, for purposes of contract administration, a schedule of submittals (also referred to as a submittal register) required to complete the Work, prepared by Contractor and accepted by Owner for contract administration. Schedule of submittals shall include, for each submittal: the specification or drawing reference requiring the submittal, if applicable; the material, item, or process for which the submittal is required; the submittal number and identifying title of the submittal; the Contractor's anticipated submission date and the approval need date.

B. Contractor shall update monthly the schedule of submittals to reflect actual submission and acceptance dates for submittals. Review by Owner of schedule of submittals does not excuse Contractor of obligation to supply, schedule and coordinate all submittals required by the Contract Documents.

1.03 CONTRACTOR TO SUBMIT SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. Contractor shall review for compliance with Contract Documents, approve and submit to Owner Shop Drawings, Product Data, Samples and similar submittals required by Contract Documents.

B. Contractor shall schedule and submit concurrently submittals covering component items forming a system or items that are interrelated. Contractor shall include certifications to be submitted with the pertinent drawings at the same time.

C. Contractor shall coordinate scheduling, sequencing, preparing and processing of all submittals with performance of work so that work will not be delayed by submittal processing.

D. Submittals shall specifically identify any Work depicted that does not conform to the Contract Documents.

1.04 OWNER REVIEW OF SHOP DRAWINGS, PRODUCT DATA AND SUBMITTALS.

A. After review by Owner of each Submittal, material will be returned to Contractor with actions defined as follows:

1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with general design concept of the Work, future Submittals and additional partial Submittals for any portions of the Work not covered in this Submittal. Does not constitute acceptance or deletion of specified or required items not shown on the Submittal.

2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.

3. REVISE AS NOTED AND RESUBMIT - Rejected because of major inconsistencies or
errors that shall be resolved or corrected by Contractor prior to subsequent review by Owner.

4. REJECTED - RESUBMIT - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.

B. Favorable review will not constitute acceptance by Owner of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from Owner’s review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Owner’s review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by Owner, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Owner has no objection to Contractor using, upon Contractor’s own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

C. Unless otherwise specified, Owner’s review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

D. Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been favorably reviewed by the Owner; otherwise, any such Work is at Contractor’s sole risk.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

SECTION 01 4100

REGULATORY REQUIREMENTS

PART 1 – GENERAL

1.01 SUMMARY

A. Section includes:
   1. Regulatory requirements applicable to Contract Documents
   2. Required provisions under Local Agency Disputes Act
   3. Required references under federal law

1.02 GENERAL

A. Compliance with Laws
   1. Conform to all applicable codes, laws, ordinances, rules and regulations, which shall have full force and effect as though printed in full in these Specifications. Codes, laws, ordinances, rules, regulations and ordinances (Regulatory Requirements) are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
   2. Any listing of Regulatory Requirements for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor’s responsibility for complying with all applicable Regulatory Requirements having application to the Work. Where conflict among the Regulatory Requirements or with these Specifications occurs, the most stringent requirements shall be used.
   3. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.

B. Precedence
   1. Where specified requirements differ from Regulatory Requirements, the more stringent requirements shall take precedence. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by Regulatory Requirements, then Drawings and Specifications shall take precedence so long as such increase is legal. Where no requirements are identified on Drawings or in Specifications, comply with all Regulatory Requirements of governing authorities having jurisdiction.
   2. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by Owner before proceeding with the Work.

1.03 REGULATORY REQUIREMENTS

A. Applicable Codes
   1. Codes that apply to Contract Documents include all Codes applicable to construction, including, but not limited to, the following:
b. California Electrical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

c. California Plumbing Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for plumbing, sewage disposal and health requirements.

d. California Mechanical Code (2007 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

e. International Fire Code (2006 Edition or latest applicable code) as amended by applicable local ordinances for all construction work.

f. California Administrative Code Titles 15, 19 and 24 (with California amendments), and Americans with Disabilities Act (ADA) accessibility guidelines, whichever is more stringent.

g. All State laws and City and County Ordinances, rules of the State or City or County Health Departments, rules of the National Board of Fire Underwriters and National Fire Protection Associations, and local power company regulations for mechanical and electrical work.

B. **Applicable Laws, Statutes, Ordinances, Rules, And Regulations**

1. During prosecution of Work to be done under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

   a. **Federal:**
   
   1) Americans With Disabilities Act of 1990
   2) 29 CFR, Section 1910.1001, Asbestos
   3) 40 CFR, Subpart M, National Emission Standards for Asbestos
   4) Executive Order 11246
   5) Federal Endangered Species Act
   6) Clean Water Act

   b. **State of California:**
   
   1) California Code of Regulations, Titles 5, 8, 17, 19, 21, 22, 24 and 25
   2) California Public Contract Code
   3) California Health and Safety Code
   4) California Government Code
   5) California Labor Code
   6) California Civil Code
   7) California Code of Civil Procedure
   8) CPUC General Order 95, Rules for Overhead Electric Line Construction
   9) CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
   10) Cal/OSHA
   11) OSHA: Hazard Communications Standards
   12) California Endangered Species Act
   13) Water Code
   14) Fish and Game Code

   c. **State of California Agencies:**
   
   1) State and Consumer Services Agency
   2) Office of the State Fire Marshall
   3) Office of Statewide Health Planning and Development
   4) Department of Fish and Game
   5) All Air Quality Management Districts with jurisdiction
   6) All Regional Water Quality Control Boards with jurisdiction
   7) Division of the State Architect (if having jurisdiction)

   d. **All Local Agencies with jurisdiction (cities, counties, fire departments)**
C. **Change Orders and Claims:**

1. The California Public Contract Code, including but not limited to Section 7105(d)(2), and the California Government Code Section 930.2 et seq., apply to all contract procedures for changes, time extensions, change orders (time or compensation) and claims. Federal law ([U.S. v. Holpuch](326 U.S. 234)) shall supplement California law on the enforceability of these requirements.

2. Any change, waiver, or omission to implement contract change order and claim procedures shall have no legal effect unless expressly permitted in a fully executed change order approved by Contractor and Owner and approved as to form by their respective legal counsel.

D. **Required Provisions On Contract Claim Resolution**

1. The California Public Contract Code specifies required provisions on resolving contract claims less than $375,000, which are set forth below, and constitute a part of this Contract.

2. For the purposes of this section, “Claim” means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00 7200 (General Conditions) and be submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12. Separate Claims which total more than $375,000 do not qualify as a “separate demand of $375,000 or less,” as referenced above, and are not subject to this section.

3. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.

4. **Caution.** This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

5. **Procedure:**

   a. The Claim must be in writing, submitted in compliance with all requirements of Document 00 7200 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00 7200 (General Conditions), paragraph 12.3. Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00 7200 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.

   b. For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner’s written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

   c. For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim,
any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of Owner and Claimant; Owner’s written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

d. Meet and Confer: If Claimant disputes Owner’s written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner’s response or within fifteen (15) days of Owner’s failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

e. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

E. Compliance With Americans With Disabilities Act

1. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a Contractor, must be accessible to the disabled public. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under the Contract Documents and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

F. Compliance With IRCA

1. Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the immigration Reform and Control Act (“IRCA”). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless Owner, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Contractor’s employees, or employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor’s subcontractors.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION – NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
   2. Full titles are given in this Section for standards cited in other Sections of Specifications.

1.02 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

A. References
   1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
   2. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to Owner’s Representative and Architect/Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by Owner.

B. Precedence
   1. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
      a. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
      b. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
   2. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of Owner, Owner’s Representative, Architect/Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to Owner, Architect/Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

C. Referenced Grades, Classes, and Types:
1. Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.

D. **Edition Date of References:**

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.

2. All amendments, changes, errata and supplements as of the effective date shall be included.

E. **ASTM and ANSI References:** Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

### 1.03 DEFINITIONS

**A. Meaning of Words and Phrases**

Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. Where abbreviations and symbols are used, such abbreviations and symbols shall be given their common meaning in the construction industry. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.

While Owner has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:

1. **Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.

2. **Agreement (Document 00 5200):** Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between Owner and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.

3. **Alternate:** Work added to or deducted from the base Bid, if accepted by Owner.

4. **Application for Payment:** Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.

5. **Approved Equal:** Approved in writing by Owner as being of equivalent quality, utility and appearance.

6. **Architect/Engineer:** If used elsewhere in the Contract Documents, “Architect/Engineer” shall mean a person (or that person’s firm) holding a valid California State Architect’s or Engineer’s license representing the Owner in the administration of the Contract Documents. Architect/Engineer may be an employee of or an independent consultant to Owner. When Architect/Engineer is referred to within the Contract Documents and not an employee of Owner, Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Architect/Engineer is an employee of Owner, his or her authorized representatives on the Project will be included under the term Architect/Engineer. If Architect/Engineer is an employee of Owner, Architect/Engineer is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities. Architect/Engineer may also be referred to as Architect or Engineer.
7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.

8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.


10. Bidding Documents: All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00 0110 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.


12. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by Owner. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
   a. New Year’s Day, January 1;
   b. Martin Luther King Jr.’s Birthday, third Monday in January;
   c. Lincoln’s Birthday, February 12;
   d. Presidents’ Day, third Monday in February;
   e. Memorial Day, last Monday in May;
   f. Independence Day, July 4;
   g. Labor Day, first Monday in September;
   h. Veterans’ Day, November 11;
   i. Thanksgiving Day, as designated by the President;
   j. The Day following Thanksgiving Day;
   k. Christmas Day, December 25; and
   l. Each day appointed by the Governor of California and formally recognized by the Governing Board as a day of mourning, thanksgiving, or special observance.

13. By Owner: Work that will be performed by Owner or its agents at the Owner’s expense.

14. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by Owner, other contractors, or other means.

15. Change Order: A written instrument prepared by Owner and signed by Owner and Contractor, stating their agreement upon all of the following:
   a. a change in the Work;
   b. the amount of the adjustment in the Contract Sum, if any; and
   c. the amount of the adjustment in the Contract Time, if any.

16. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.

17. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

18. Construction Change Directive (“CCD”): A written order prepared and signed by Owner, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.

19. Contract Amount: a change order price, line item price, Contract Sum, or other price assigned to a scope of work.

20. Contract Conditions or Conditions of the Contract: Consists of two parts: General Conditions and Supplementary Conditions.
   a. General Conditions are general clauses that are common to the Owner Contracts, including Document 00 7200 (General Conditions).
b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for Contract Documents, including Document 00 7201 (Supplementary Conditions).


22. Contract Modification: Either:
   a. a written amendment to Contract signed by Contractor and Owner; or
   b. a Change Order; or
   c. a Construction Change Directive; or
   d. a written directive for a minor change in the Work issued by Owner.

23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by Owner to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.

24. Contract Time: The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to achieve Final Completion of the Work so that it is ready for final payment and is accepted.

25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Contractor” means the Contractor or its authorized representative.

26. Contractor’s Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.

27. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.

28. Defective: An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by Owner). Unapproved substitutions are defective. Owner is the judge of whether Work is Defective.

29. Division of State Architect: A division of the State of California providing, design and construction oversight for K–12 schools and community colleges, and developing and maintaining accessibility standards and codes utilized in public and private buildings throughout the State of California.

30. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.


32. Final Acceptance or Final Completion: Owner’s acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
   a. Final cleaning is completed.
   b. All systems having been tested and accepted as having met requirements of Contract Documents.
   c. All required instructions and training sessions having been given by Contractor.
   d. All Project Record Documents having been submitted by Contractor, reviewed by Owner, and accepted by Owner.
   e. All punch list Work, as directed by Owner, having been completed by Contractor.
f. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of Owner.

33. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.

34. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

35. Furnish: Supply only, do not install.

36. Indicated: Shown or noted on the Drawings.

37. Install: Install or apply only, do not furnish.

38. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00 7200 (General Conditions).

39. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.

40. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.

41. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.

42. Modification: Same as Contract Modification.

43. Not in Contract or “NIC”: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.

44. Notice of Completion: Shall have the meaning provided in California Civil Code §3093, and any successor statute.

45. Off Site: Outside geographical location of the Project.

46. Owner: Owner is defined in Document 00 5200 (Agreement).

47. Owner-Furnished, Contractor Installed: Items furnished by Owner at its cost for installation by Contractor at its cost under Contract Documents.

48. Owner’s Representative(s): See Document 00 5200 (Agreement).

49. Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

50. PCBs: Polychlorinated byphenyls.

51. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 5200 (Agreement) or Document 01 1100 (Summary).

52. Product Data: That information (brochures, catalog sheets, manufacturer’s cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.

53. Progress Report: A periodic report submitted by Contractor to Owner with progress payment invoices accompanying progress schedule. See Document 00 7200 (General Conditions).

54. Project: Total construction of which Work performed under Contract Documents may be whole or part.

55. Project Manager: If used elsewhere in the Contract Documents, “Project Manager” shall mean a person representing the Owner in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to Owner. When
Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, then the matter shall be referred to Owner. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of Owner, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of Owner Project Manager is the beneficiary of all Contractor obligations to Owner, including without limitation, all releases and indemnities.


57. Project Record Documents: All Project deliverables required under the Contract Documents, including without limitation, as built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.

58. Provide: Furnish and install.

59. Request for Information (“RFI”): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for Owner to submit Contract Document clarifications or supplements to Contractor.

60. Request for Proposals (“RFP”): A document issued by Owner to Contractor whereby Owner may initiate changes in the Work or Contract Time as provided in Contract Documents.


62. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by Owner that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI- Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by Owner. RFI-Replies will be issued through the RFI administrative system.

63. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

64. Shop Drawings: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

65. Shown: As indicated on Drawings.

66. Site: The particular geographical location of Work performed pursuant to the Contract Documents.


68. Specified: As written in Specifications.

69. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.

70. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of Owner as evidenced by a notice or certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended, and unperformed or incomplete work elements are minor in nature; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as
evidenced by written recommendation of Owner for final payment. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.

71. Supplemental Instruction: A written directive from Owner to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.

72. Testing and special inspection agency: An independent entity engaged to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

73. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.

74. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 5200 (Agreement) or Section 01 1100 (Summary).

75. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

B. Other Defined Terms

The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:

1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of Owner is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of Owner. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by Owner.

2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION
PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Specifications for general requirements for furnishing, installing, operating, and removing temporary project facilities and controls as required to perform and complete the Work.

1.02 REFERENCES

A. American National Standards Institute (ANSI)
   ANSI S1.4 Specification for Sound Level Meters

B. State of California, Department of Transportation (Caltrans), Standard Specific
   Section 12 Construction Area Traffic Controls Devices
   Section 82 Markers and Delineators

C. State of California, Department of Transportation (Caltrans), Traffic Manual
   Chapter 5, Manual of Traffic Controls for Construction and Maintenance Work

D. State of California (Caltrans), Standard Plans

1.03 TRAFFIC PLAN AND CONTROLS

A. Traffic Control Plan

   1. A traffic control plan and schedule will be submitted to the Engineer at the preconstruction conference. This plan will explain how the Contractor will control the traffic during the life of the project. In this plan Contractor will identify how and when construction will take place with minimum impact to campus access. The traffic control plan shall include explanatory narrative as required to complete the plan.

B. Permits: As applicable, apply for and obtain all permits from jurisdictional authorities as required to perform work, including hauling permits. Two copies of issued permits shall be furnished to the Engineer for record purposes.
C. Temporary Closing to Traffic: Prior to temporary closing the breezeway, or other access, or to changing traffic patterns from those indicated on the Contract Drawings, obtain approval from appropriate jurisdictional authority, and comply with imposed conditions, at least two weeks before such closures or changes are made. Deviations will be for an emergency condition affecting life and property only, and the Contractor shall immediately notify the Engineer and the appropriate jurisdictional authority of any such emergency changes. Copies of all approvals shall be furnished to the Engineer.

D. Temporary Walkways: In areas where removal of existing sidewalks is necessary, access to adjacent businesses, entrances, and properties shall be maintained by temporary walkways having a width of not less than four feet and meeting ADA requirements.

E. Temporary Paving and Patching: Construct, maintain, and remove temporary pavement and patching required to safely and expeditiously handle vehicle and pedestrian traffic, within or adjacent to the jobsite. Temporary pavement and patching composition shall conform to the specifications of the local jurisdictional authority. Any construction, maintenance, or removal required by the Contractor's operations off site shall conform to the requirements specified herein.

1.04 HAUL ROUTES

A. Make arrangements with the various jurisdictional authorities for access to streets and roads for transporting materials, equipment, excess earth and soil materials, and debris to and from the site of the Work.

B. All such access or haul routes shall be indicated on the traffic control plan and shall be submitted to the jurisdictional authorities for approval as specified in Article 1.03 herein.

C. These haul routes shall be maintained and cleaned of all dirt and debris resulting from the Contractor’s use of these streets and roads. Any damage to streets and roads resulting from the Contractor’s use shall be properly repaired and, at completion of this Contract, restored to their original condition or better.

1.05 CONSTRUCTION OPERATIONS UNDER TRAFFIC

A. Definitions: Construction equipment is defined for the purposes of this Article as all types of equipment, vehicles, and tools used in connection with construction work. The term workers includes every person or firm performing work in or adjacent to public streets.
B. Construction Equipment: When in traffic lanes, all vehicles and equipment shall be operated at normal traffic speeds. If this is not practicable, a slow moving vehicle emblem shall be displayed in accordance with the Motor Vehicle Code. Construction equipment shall not be parked in any lane intended for use by normal traffic. Equipment parked or stored at the work site shall be behind a guard rail, barrier, curb, or other protective device.

C. One-Way Traffic: No construction equipment shall be operated in traffic lanes, except in the designated direction of travel for respective lanes.

D. Construction Operations

1. Schedule surface operations so that work is not carried on intermittently throughout the area. Excavation or construction activities shall be scheduled and pursued to completion as required to permit opening of street areas to traffic without unnecessary delays.

2. No construction work involving occupancy of traffic lanes shall be performed during adverse weather conditions or adverse road conditions, and traffic shall be properly safeguarded by use of flashers and lights in addition to the signs and other markings specified herein. During these periods, no construction deliveries shall take place over a travel lane or immediately adjacent thereto.

3. When traffic conditions dictate, the Contractor shall modify its work operation for such length of time as required to alleviate the hazardous traffic conditions.

E. Equipment Travel

1. No construction equipment other than that designated and used for general highway transportation shall be moved on streets during hours of darkness or periods of adverse weather conditions which reduce normal visibility.

2. Any construction equipment or material required for construction operations which exceeds the maximum vehicle dimensions specified in the Motor Vehicle Code, shall be moved only in accordance with established State and local regulations. No such oversize load shall be moved over public streets without first obtaining approval of the appropriate jurisdictional authority.

F. Crossing Traffic Lanes: Construction equipment entering the traveled way from the median shall be safeguarded by a CMS and with flaggers as required. Where traffic speeds are high, slow-moving construction equipment entering the traveled way shall be protected by a “rolling barricade” supplied by the California Highway Patrol (CHP). This operation shall be performed at off-peak hours and requires coordination between the Contractor and the CHP, with the cost being borne by the Contractor.
G. Flaggers: When flagging is required, provide qualified flaggers and flagging in accordance with the requirements of the Caltrans Traffic Manual, Chapter 5, Manual of Traffic Controls, Section 5.07.

H. Removal of Traffic Control Devices: All temporary signs, barricades, barrier curbs, crash cushions, drums, and cones used to safeguard traffic in connection with construction work shall be removed at the close of the work day, unless the state of the work is such that warning devices are still needed and are adapted for night closing.

I. Storage: No material or traffic control devices shall be stored on any lane intended for traffic use.

1.06 POLLUTION ABATEMENT - GENERAL REQUIREMENTS

A. Comply with the General Conditions, Article GC7.10. Conduct construction operations in a manner which will minimize pollution of the environment surrounding the area of the Work by all practicable means and methods. Apply specific controls as specified in the Contract Specifications and as follows:

1. Waste Materials: No waste or eroded materials shall be allowed to enter natural or man-made water or sewage removal systems. Eroded materials from excavations, borrow areas, or stockpiled fill shall be contained within the Work area. The Contractor shall develop methods for control of erosion as specified in Article 1.08 herein.

2. Burning: No burning of waste materials or debris will be permitted.

3. Burying: No burying of waste materials and debris will be permitted within the limits of the District’s property.

B. Provide for and maintain the flow of all sewers, drains, house or inlet connections, and all water courses which may be encountered during progress of the Work. Do not allow the contents of any sewer, drain or house or inlet connection to flow into trenches or outside of the District’s property unless in an approved area consistent with State and Federal regulations. Immediately remove from proximity of the work all offensive material, using such precautions as are required by jurisdictional authorities.

1.07 DUST CONTROL

A. Provide dust control at all times, including holidays and weekends, as required to abate dust nuisance on and about the site which is a result of construction activities. Dust control shall be by means of sprinklered water or by other approved methods, except that chemicals, oil, or similar palliative shall not be used.
B. Quantities and equipment for dust control shall be sufficient to effectively prevent dust nuisance on and about the site; and when weather conditions warrant, sprinklering equipment shall be on hand at all times for immediate availability.

C. The Engineer shall have authority to order dust control work whenever conditions warrant, and there shall be no additional cost to the District therefor. Dust control shall be effectively maintained whether or not the Engineer orders such work.

D. Complaints from the public shall be reported to the District and shall be acted on immediately.

E. Where earthwork operations are in progress, keep exposed earth surfaces dampened continuously. Also, keep dirt accessways and roads dampened continuously.

F. If portions of the site are temporarily inactive or abandoned for whatever reason, provide dust control and abatement continuously during such periods of inactivity.

G. Where dust resulting from construction activities has collected on public sidewalks and streets, hose down such sidewalks and streets to abate flying dust particles. Clean all sidewalks and streets from accumulated dirt and dust.

1.08 MUD CONTROL

A. Take proper measures to prevent tracking of mud onto public streets, drives, and sidewalks. Such measures shall include, but are not limited to, covering muddy areas on the site with clean, dry sand.

B. All egress from the site shall be maintained in a dry condition, and any mud tracked onto streets, sidewalks, or drives shall be immediately removed, and the affected area shall be cleaned. The Engineer may order such work at any time the conditions warrant.

C. Where trucks will leave a muddy site and enter paved public streets, the Contractor shall maintain a suitable truck wheel-washing facility and crew. All trucks, or other vehicles leaving the site, shall be cleaned of mud and dirt, including mud and dirt clinging to exterior body surfaces of vehicles.

D. All trucks coming to the site or leaving the site with materials or loose debris shall be loaded in a manner which will prevent dropping of materials or debris on streets. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately.

1.09 NOISE CONTROL

A. Requirements: Minimize noise caused by construction operations, and provide working machinery and equipment fitted with efficient noise suppression devices. Employ other noise abatement measures as necessary for protection of employees and the public. In addition, restrict working hours and schedule operations in a
manner which will minimize, to the greatest extent feasible, disturbance to residents
and/or students in the vicinity of the Work.

B. Definitions

1. Daytime refers to the period from 7:00 a.m. to 7:00 p.m. local time daily
   except Sundays and legal holidays.

2. Nighttime refers to all other times including all day Sunday and legal
   holidays.

3. Construction Limits are defined for the purpose of these noise control
   requirements as the District right-of-way lines, construction easement
   boundaries, or property lines as indicated on the Contract Drawings.

4. Zones, Special Zones, and Special Construction Sites outside of the
   Construction Limits shall be as designated by the local authority having
   jurisdiction. Such specially designated zones shall be treated by the
   Contractor as if they were within the Construction Limits.

C. Monitoring

1. Promptly inform the District Representative of any complaints received from
   the public regarding noise. Describe the action proposed and the schedule
   for implementation, and subsequently inform the District Representative of
   the results of the action.

2. Monitor noise levels day and night and for each new activity or piece of
   equipment. Start by measuring three times a day plus once a night for three
   consecutive days. Monitor noise levels at least at least once a week
   thereafter.

D. Measurement Procedure

1. Except where otherwise indicated, perform all noise measurements using the
   A-weight network and “slow” response of an instrument complying with the
   criteria for a Type 2 General Purpose sound level meter as described in
   ANSI S1.4.

2. Measure impulsive or impact noises with an impulse sound level meter
   complying with the criteria of IEC 179 for impulse sound level meters. As
   an alternative procedure, a Type 2 General Purpose sound level meter on C-
   weighting and “fast” response may be used to estimate peak values of
   impulsive or impact noises. Transient meter indications of 125 dBC “fast”
   or higher will be considered as indications of impulsive noise levels of 140
   dB or greater.
3. Measure noise levels at buildings affected acoustically by the Contractor’s operations at points between three feet and six feet from the building face to minimize the effect of reflections.

4. Measure noise levels at points on the outer boundaries of Construction Limits or Special Construction Sites for noise emanating from within.

5. Where more than one criterion of noise limits are applicable, use the more restrictive requirement for determining compliance.

E. Continuous Construction Noise: Prevent noise from stationary sources, parked mobile sources, or any source or combination of sources producing repetitive or long-term noise lasting more than one hour from exceeding the following limits:

1. Maximum Allowable Continuous Noise Level, dBA:

<table>
<thead>
<tr>
<th>Affected Residential Area</th>
<th>Daytime</th>
<th>Nighttime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family residence</td>
<td>60</td>
<td>50</td>
</tr>
<tr>
<td>Along an arterial or in multi-family</td>
<td>65</td>
<td>55</td>
</tr>
<tr>
<td>residential areas, including hospitals</td>
<td></td>
<td></td>
</tr>
<tr>
<td>In semi-residential/commercial areas,</td>
<td>70</td>
<td>60</td>
</tr>
<tr>
<td>including hotels</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Affected Commercial Area At All Times

   | In semi-residential/commercial areas, including schools | 65 |

   | In commercial areas with no nighttime residency     | 65 |

   | Affected Industrial Areas                           | At All Times |

   | All locations                                       | 65 |

F. Intermittent Construction Noise: Prevent noises from non-stationary mobile equipment operated by a driver or from any source of non-scheduled, intermittent, non-repetitive, short-term noises not lasting more than four hours from exceeding the following limits:

1. Maximum Allowable Intermittent Noise Level, dBA:

<table>
<thead>
<tr>
<th>Affected Residential Area</th>
<th>Daytime</th>
<th>Nighttime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single family residence areas</td>
<td>75</td>
<td>60</td>
</tr>
</tbody>
</table>
1.10 **EXISTING UTILITIES / FACILITIES**

A. It is not the intent of the plans to show the exact location of existing or relocated utilities, and the Engineer and Owner assume no responsibility therefor. The Contractor is advised that underground utilities are not shown on the plan drawings. The Contractor shall be responsible for verifying actual location and depth of existing utilities in the field. Where excavation is contemplated, the Contractor shall notify Underground Service Alert at (800) 642-2444 or 811, prior to such excavation.

B. Where excavations are performed in the vicinity of underground utility mains and/or services the Contractor shall, as necessary, perform initial exploratory excavations to determine their exact depth and location. Payment for exploratory excavation shall be included in the various items of work needed to complete the excavation work. Extreme care shall be exercised to avoid damage, and it will be the Contractor’s sole responsibility to have repairs made to existing facilities at his/her expense in the event of damage.

C. The Contractor is advised of the possible existence of certain underground facilities that may require special precautions to protect the health, safety and welfare of the workmen and of the public. These facilities include, but are not limited to: irrigation lines and peripherals; street lighting electric supply system conductors or conduits; telephone and cable service lines, either directly buried or in duct or conduit and; underground water, gas, and electrical distribution systems.

D. The Contractor shall not be entitled to any right of way delays associated with the relocation or repair of these utilities and other facilities and shall cooperate fully with the owners of these utilities and other facilities for their relocation and repair work.
E. Schedule constraints will be discussed at the preconstruction conference and the Contractor shall incorporate such adjustments in their contract scheduling as necessary.

F. All existing facilities in conflict with the proposed improvements shall be relocated by the Contractor.

1.11 TEMPORARY FACILITIES AND UTILITIES

A. Contractor’s Offices
   1. If applicable, Contractor shall maintain on site a suitable office completely furnished to house the administrative staff of the Contractor to the satisfaction of the Owner.
   2. The facility shall have sufficient telephone and data cabling to maintain telephone service, fax service and computer connections to run all software and operations required to satisfactorily communicate with the project team.
   3. Contractor shall submit to the Owner the intended office and equipment configuration for approval prior to placement and installation.

B. Electric Power and Lighting
   1. The Contractor will furnish and pay for power during the course of the work to the extent power is available on the Site. The Contractor shall be responsible for providing and maintaining temporary facilities required to deliver that power service from its existing location on the Site to points of use.
   2. Contractor shall verify characteristics of power available on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefore.
   3. The Contractor shall furnish, wire, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work. If portable or temporary lights are used, all light must be located so as not to direct light into neighboring properties.

C. Water
   1. The Contractor will furnish and pay for water during the course of the work to the extent water is then available on the Site. The Contractor shall be responsible for providing and maintaining temporary facilities required to
deliver such utility service from its existing location on the Site to points of use.

2. Contractor shall use backflow preventers on water lines at point of connection to outside water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.

3. Contractor shall make potable drinking water available for human consumption. Drinking water shall be potable, and drinking water facilities shall be clean and sanitary.

D. Sanitary Facilities

1. Provide adequate temporary toilet conveniences, and washing facilities, for use of all employees and persons engaged on or about the Work, including subcontractors and their employees.

2. Locate sanitary facilities where approved by Owner, Inspector and/or authorities having jurisdiction and maintain in a clean and sanitary condition during the course of the Work. Keep such facilities adequately supplied with toilet paper, paper toweling, paper cups, and related supplies as required.

3. Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the Owner.

4. At completion of the Work, sanitary facilities shall be properly disinfected and all evidence of same removed from the site.

E. Telephone Service

1. Contractor shall arrange with local telephone service company for telephone service for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone, computer and one line for fax machine.

2. Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection

1. Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces and fire watches until 30 minutes past the conclusion of the event.
G. Trash Removal

1. Contractor shall provide and maintain sufficient debris boxes and shall segregate debris as required elsewhere in this document for recycling as not to become a public nuisance. Capacity of boxes and bins shall be sufficient as to accept all trash created until removed from site.

1.12 ENCLOSED STORAGE AND SHOPS

A. Provide all temporary storage and shop rooms that may be required at the site for safe and proper storage of tools, materials, and equipment. Construct such rooms only in locations indicated or as approved by the District Representative, and so as not to interfere with the proper installation and completion of other work.

B. Remove such rooms within three days of receipt of notices from the District that removal is necessary, and incur all expenses for such removal.

C. Storage of gasoline or similar fuels shall conform with NFPA regulations and local fire department regulations and shall be confined within definite boundaries apart from buildings as approved by the District Representative and jurisdictional fire marshall.

1.13 PROTECTIVE BARRICADES AND SAFETY PRECAUTIONS

A. Construct and maintain barricades, lights, shoring, warning signs, and flashing lights as required by Federal and State safety ordinances and as required to protect the District’s property from injury or loss and as necessary to protect the public and adjacent properties from harm and damage. Provide walks around obstructions made in a public place for prosecuting the Work. Leave all protection in place and maintain until removal is authorized.

B. Guard and protect all workers, pedestrians, vehicles, structures, fencing, landscaping and the public from excavations, construction equipment, obstructions, and other dangers with adequate railings, guard rails, k-rails, temporary walks, barricades, warning signs, directional signs, overhead protection, planking, decking, danger lights, and other suitable safeguards.

1.14 TEMPORARY FENCING

A. Furnish, construct, maintain, and later remove temporary fencing around the project site perimeter as indicated.

B. Except as otherwise specified herein, temporary fencing shall conform to the Standard Drawings and Specifications Standards for permanent fences.

C. Used materials may be employed for temporary fencing, provided such used materials are good, sound, and are suitable for the purpose intended.
D. Fencing materials may be commercial quality, provided the dimensions and sizes of said materials are equal to, or greater than, the dimensions and sizes indicated on the Standard Drawings or specified in the Contract Specifications. Additional fencing options include the following:

1. Posts may be either metal or wood.
2. Galvanizing and painting of steel items will not be required.
3. Treating wood with wood preservatives will not be required.
4. Concrete footings for metal posts will not be required, except where portable footings are required for temporary anchorage of posts.

E. Temporary fencing which is damaged from any cause during the progress of the Work shall be repaired or replaced by the Contractor at no additional cost to the District.

F. When no longer required for the Work, temporary fencing shall be removed. Removed fencing and related materials shall become the property of the Contractor and shall be removed from the site of the Work, except as otherwise provided herein.

G. Holes and other damages caused by the removal of temporary fences shall be properly filled to match adjacent surfaces.

1.15 SECURITY

A. Provide for security of the Work and the site until final inspection and acceptance of the Work. Storage areas shall be suitably fenced and lighted and routinely patrolled by security guards.

B. The District assumes no responsibility for protection of structures and finished work or for loss of materials and equipment from the time that Contract operations have commenced until final acceptance of the Work.

C. If watchman service is deemed necessary by the Contractor, such protection shall be provided by the Contractor, and all costs therefor shall be paid for by the Contractor.

D. Damaged, lost, or stolen materials and equipment, whether or not stored or already installed, shall be replaced by the Contractor with new specified materials and equipment, including reinstallation expenses where applicable, at no additional cost to the District.

1.17 PUBLICITY RELEASES
A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

1.18 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.

B. Remove underground installations to a minimum depth of two feet.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

END OF SECTION
PART 1 - GENERAL

1.01  SUMMARY

A. Section describes requirements and procedures for:
   1. Project cleaning
   2. Testing of equipment and systems
   3. Substantial Completion
   4. Final Completion
   5. Close Out
   6. Warranties

1.02  SUBSTANTIAL COMPLETION

A. Removal of Temporary Construction Facilities and Project Cleaning.
   1. Prior to Substantial Completion inspection: remove temporary materials, equipment, services, and construction; clean all areas affected by the Work; clean and repair damage caused by installation or use of temporary facilities; restore permanent facilities used during construction to specified condition.

B. Equipment and Systems.
   1. Prior to Substantial Completion, Contractor shall start up, run for periods prescribed by Owner, operate, adjust and balance all manufactured equipment and Project systems, including but not limited to, mechanical, electrical, safety, fire, and controls.
   2. Demonstrate that such equipment and systems conform to contract standards and manufacturer’s guarantees. Where applicable, use testing protocols specified, and if the contract is silent, then consistent with manufacturer’s recommendations and industry standards.

C. Procedure for Substantial Completion
   1. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to Owner, with list of items remaining to be completed or corrected and explanation of why such items do not prevent Owner’s beneficial use and occupancy of the Work for its intended purposes. Within reasonable time, Owner will inspect to determine status of completion.
   2. Should Owner determine that Work is not Substantially Complete, Owner will promptly notify Contractor in writing, listing all defects and omissions. Contractor shall remedy deficiencies and send a second written notice of Substantial Completion. Owner will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then pay the cost of the reinspection.
   3. When Owner concurs that Work is Substantially Complete, Owner will issue a written notice or certificate of Substantial Completion, accompanied by Contractor’s list of items to be completed or corrected as verified by Owner.
   4. Manufactured units, equipment and systems that require startup must have been started up and before a notice or certificate of Substantial Completion will be issued.
   5. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are
required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse Owner for costs associated with these visits.

1.03 FINAL COMPLETION

A. Requirements

1. Final Completion occurs when Work meets requirements for Owner’s Final Acceptance.

B. Procedure

1. When Contractor considers Work is Finally Complete, submit written certification that:
   a. Contractor has inspected Work for compliance with Contract Documents, and all
      requirements for Final Acceptance have been met.
   b. Except for Contractor maintenance after Final Acceptance, Work has been
      completed in accordance with Contract Documents and deficiencies listed with
      Certificate of Substantial Completion have been corrected. Equipment and systems
      have been tested in the presence of Owner, and are operative.
   c. Project Record Documents are completed and turned over to Owner, and Work is
      complete and ready for final inspection.

2. In addition to submittals required by Contract Documents, provide submittals required by
   governing authorities and submit final statement of accounting giving total adjusted
   Contract Sum, previous payments, and sum remaining due.

3. Should Owner determine that Work is incomplete or Defective, Owner promptly will so
   notify Contractor, in writing, listing the incomplete or Defective items. Contractor shall
   promptly remedy the deficiencies and notify the Owner when it is ready for re-inspection.

C. Final Adjustments of Accounts:

1. Submit a final statement of accounting to Owner, showing all adjustments to the Contract
   Sum and complete and execute Document 00 6530 (Agreement and Release of Claims).

2. If so required, Owner shall prepare a final Change Order for submittal to Contractor,
   showing adjustments to the Contract Sum that were not previously made into a Contract
   Modification.

D. Warranties

1. Execute Contractor’s Submittals and assemble warranty documents, and Installation,
   Operation, and Maintenance Manuals, executed or supplied by Subcontractors, suppliers,
   and manufacturers. Provide table of contents and assemble in 8½ inches by 11 inches
   three-ring binder with durable plastic cover, appropriately separated and organized.
   Assemble in Specification Section order.

2. Submit material prior to final Application for Payment. For equipment put into use with
   Owner’s permission during construction, submit within 14 Days after first operation. For
   items of Work delayed materially beyond Date of Substantial Completion, provide updated
   Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty
   period.

3. Warranty Forms: Submit drafts to Owner for approval prior to execution. Forms shall not
   detract from or confuse requirements or interpretations of Contract Documents. Warranty
   shall be countersigned by manufacturers. Where specified, warranty shall be
countersigned by Subcontractors and installers.

4. Rejection of Warranties: Owner reserves right to reject unsolicited and coincidental
   product warranties that detract from or confuse requirements or interpretations of Contract
   Documents.

5. Term of Warranties: For materials, equipment, systems, and workmanship, warranty
   period shall be one year minimum from date of Final Completion of entire Work except
   where:
a. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
b. Materials, equipment or systems are put into beneficial use of Owner prior to Final Completion as agreed to in writing by Owner.

E. Warranty of Title:
1. No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to Owner free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of Owner.

F. Turn-In. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Contract Documents, are turned in to Owner.

G. Release of Claims. Contract Documents will not be closed out and final payment will not be due or made until Document 00 6530 (Agreement and Release of Claims) is completed and executed by Contractor and Owner.

H. Fire Inspection Coordination. Coordinate fire inspection and secure sufficient notice to Owner to permit convenient scheduling (if applicable).

I. Building Inspection Coordination. Coordinate with Owner a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

END OF SECTION
Peralta Community College District

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT--CONSTRUCTION

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of products with high recycled content, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District's SLBE program.

For Operation and Construction services the District is committed to:

- **Utilizing LEED (Leadership in Energy and Environmental Design) or equivalent certification criteria as follows:**
  - All new building projects shall qualify for at least LEED NC Silver certification and shall strive for higher levels of certification, especially where overall long-term building operations, student learning, and worker productivity savings can be realized through doing so.
  - All renovation projects over 10,000 square feet shall meet basic “LEED Existing Building” certification standards.

- **Maximizing energy efficiency** throughout the District, in particular, heating, cooling, lighting, information technology, mechanical, and water systems. It is the goal of the District to reduce dramatically our energy consumption for existing buildings and for all new buildings to exceed the State of California Building Code Title 24 energy efficiency requirements by no less than 35%.

- **Reduction of water consumption** for all uses, including for irrigation and domestic purposes.

- **Waste source reduction** and the re-use of materials. The District encourages all contractors to re-use and recycle as much construction and demolition debris as possible, and only when it is not feasible to do so, dispose of it in a landfill. All contractors must adhere to the District's Construction Debris Reporting Requirements.

- **Sustainable landscaping and grounds design**, construction and maintenance practices which promote integrated pest management and use of drought tolerant, fire safe, and native vegetation types.

All public work projects must adhere to the District Environmental Sustainability Policy 2.40. The formal policy is available for download at [www.peralta.edu](http://www.peralta.edu); click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

**Signature**

I acknowledge and agree to adhere to the District’s Environmental Sustainability policy.

Contractor Name: ________________________  Title: _______________________________

Authorized Signature: ________________________________  Date: __________________________
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes, but is not limited to, demolition and removal of the following:

1. Topping Slab
2. Planters
3. Soil
4. Plantings
5. Irrigation lines (capped for future use where directed by the College and marked on as-built drawings)
6. Root barriers
7. Drainage mats
8. Waterproofing membranes
9. Flashings
10. Termination bars
11. Fasteners
12. Other work shown or noted.

1.2 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless otherwise indicated.
B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse in the Work, and reinstall them where indicated.
C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed or removed and reinstalled.

1.3 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, reinstalled, or otherwise indicated to remain College's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.4 PREINSTALLATION MEETINGS

A. Predemolition Conference: Review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.
1.5 SUBMITTALS

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


C. Proposed dust-control and noise-control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation.
   1. Identify options if proposed measures are later determined to be inadequate.

D. Schedule of Selective Demolition Activities:
   1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity.
   2. Interruption of utility services.
   3. Coordination for shutoff, capping, and continuation of utility services.
   5. Locations of temporary partitions, if required, and means of egress.
   6. Coordination of continuing occupancy of portions of existing building and of occupancy of completed Work.

E. Predemolition Photographs or Videotape: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins. Undocumented conditions will be repaired at Contractor's sole expense.

F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

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

C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.7 FIELD CONDITIONS

A. Portions of building immediately adjacent to selective demolition area will be occupied.
   1. Conduct selective demolition so College’s Representative operations will not be disrupted.
   2. Provide not less than 72 hours' notice to College of activities that will affect operations.
   3. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

B. College assumes no responsibility for condition of areas to be selectively demolished.

C. Conditions existing at time of inspection for bidding purpose will be maintained by College as far as practical.

D. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
E. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
   1. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and College’s Representative.

F. Storage or sale of removed items or materials on-site will not be permitted.

G. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
   1. Maintain fire-protection facilities in service during selective demolition operations.

H. Weather Limitations: Proceed with podium removal preparation only when existing and forecasted weather conditions permit Work to proceed without water entering existing waterproofing system or building.

1.8 WARRANTY
A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

1.9 SEQUENCING
A. Coordinate the sequencing of waterproofing demolition work with waterproofing system applicator to ensure that the podium replacement will promptly follow demolition work.

B. Provide and install temporary protection during the period between demolition and replacement work. Building must be maintained in watertight condition for duration of the Work.

C. Take steps necessary to ensure that the building is watertight at the end of each day’s work and when inclement weather is forecast.
   1. Failure to adequately protect the building and its contents from weather will result in the College installing temporary protection at the Contractor’s expense.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS
A. Comply with authorities having jurisdiction over selective demolition operations, including:
   1. California Occupational Safety and Health Administration (CalOSHA)
   2. Department of Transportation (DOT)
   3. Department of Health Services (DOHS)
   4. Environmental Protection Agency (EPA)
   5. California Contractors State License Board

PART 3 - EXECUTION

3.1 EXAMINATION
A. Visit the project to survey existing conditions and correlate with Contract Document requirements indicated to determine extent of selective demolition required.
   1. Perform visual survey accompanied by the College’s Representative.
   2. Mark interface surfaces as required to enable workmen to identify items scheduled for demolition and those scheduled to remain.

B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

D. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 PREPARATION

A. Protect adjacent podium waterproofing system that is indicated not to be removed.

B. Maintain drains in functioning condition to ensure drainage at end of each workday. Prevent debris from entering or blocking drains and conductors. Use drain plugs specifically designed for this purpose. Remove drain plugs at end of each workday, when no work is taking place, or when rain is forecast.

C. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

D. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
   1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from College and authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic.
   3. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
   4. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
   5. Protect existing site improvements, appurtenances, and landscaping to remain.

E. Temporary Facilities:
   1. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

F. Protect building to have podium removed, adjacent buildings, walkways, site improvements, exterior plantings, and landscaping from damage or soiling from podium removal operations.

3.3 UTILITY SERVICES

A. Existing Utilities: Maintain services and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by College and authorities having jurisdiction.

C. Provide temporary services during interruptions to existing utilities, as acceptable to College and to authorities having jurisdiction.
   1. Provide at least 72 hours' notice to College if shutdown of service is required during changeover.

D. Utility Requirements: Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.4 POLLUTION CONTROLS

A. Dust Control: Comply with the College's and applicable governing environmental protection regulations.
B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
   1. Remove debris from elevated portions of building by enclosed chute, hoist, or other pre-approved device that will convey debris to grade level in a controlled descent.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated.
B. Use methods required to complete the Work within limitations of governing regulations.
C. Cap irrigation lines where directed by the College and mark on as-built drawings.
D. During topping slab demolition, protect adjacent building including doors and windows as necessary to prevent damage from demolition activity. Ensure dust does not enter adjacent spaces. Contractor will be responsible for any costs incurred to cleanup or repair building/classroom interior.
E. Neatly cut openings and holes plumb, square, and true to dimensions required.
F. Use cutting methods least likely to damage construction to remain or adjoining construction.
   1. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.
   2. Temporarily cover openings to remain.
   3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
G. Do not use cutting torches until work area is cleared of flammable materials.
   1. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
   2. Maintain adequate ventilation when using cutting torches.
H. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
I. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
J. Dispose of demolished items and materials promptly. Remove debris on a daily basis. No stockpiling of debris allowed on Campus.
K. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.
L. Existing Facilities: Comply with College’s requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.
M. Removed and Reinstalled Items:
   1. Clean and repair items to functional condition adequate for intended reuse.
   2. Paint equipment where indicated.
   3. Reinstall items in locations indicated.
   4. Comply with installation requirements for new materials and equipment.
   5. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
N. Existing Items to Remain: Protect construction to remain against damage and soiling during selective demolition.
   1. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.
      a. Submit written request and planned scope for approval.

3.6 WATERPROOFING TEAR-OFF AND INSPECTION
A. Notify College’s Representative each day of extent of waterproofing tear-off proposed for that day.
B. Inspect deck after removal of topping slab, waterproofing system, landscaping and associated components.
C. If deck surface is not suitable for receiving new waterproofing or if structural integrity of deck is suspect, immediately notify College’s Representative. Do not proceed with installation until directed by College’s Representative.

3.7 PATCHING AND REPAIRS
A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.
B. Promptly replace items demolished that were not so scheduled to the satisfaction of the College’s Representative.
C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
   1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.
   1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
   2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.

3.8 DISPOSAL OF DEMOLISHED MATERIALS
A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.
B. Burning: Do not burn demolished materials.
C. Disposal: Transport demolished materials off College’s Representative property and legally dispose of them.

3.9 CLEANING
A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations.
B. Return adjacent areas to condition existing before selective demolition operations began.
3.10 SELECTIVE DEMOLITION SCHEDULE

A. Existing Construction to Be Removed: Remove existing construction where indicated. Remove existing construction as required to install the Work.

1. Existing construction as indicated and as needed to complete the Work.
2. Other construction where shown or noted on the Drawings and where specified in the Project Manual.

B. Existing Items to Be Removed and Reinstalled: Items and/or construction requiring temporary removal and/or disconnection, modification, etc. to remain a part of the Work.

1. Existing construction as indicated and as needed to complete the Work.
2. Other construction where shown or noted on the Drawings and where specified in the Project Manual

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. This Section specifies cast-in-place concrete topping slab, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.

1.2 SUBMITTALS
A. General: In addition to the following, comply with submittal requirements in ACI 301.
B. Product Data: For each type of product indicated.
C. Shop drawings: Indicate location of control and expansion joints and size of steel reinforcement.
D. Design Mixtures: For each concrete mixture.
E. Warranties: Sample Warranties.

1.3 QUALITY ASSURANCE
A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
B. Source Limitations: Obtain each type of cement of the same brand from the same manufacturer's plant, obtain aggregate from one source, and obtain admixtures through one source from a single manufacturer.
C. Comply with ACI 301, "Specification for Structural Concrete," including the following sections where applicable, unless modified by requirements in the Contract Documents:
   1. "General Requirements."
   2. "Formwork and Formwork Accessories."
   3. "Reinforcement and Reinforcement Supports."
   4. "Concrete Mixtures."
   5. "Handling, Placing, and Constructing."
D. Comply with ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
E. Mock-up: Provide in-situ mock-up to ensure proper installation, color, and texture requirements.

1.4 WARRANTY
A. Installer's Warranty: Installer's warranty in which installer agrees to replace Work that does not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 FORMWORK
A. Furnish formwork and formwork accessories according to ACI 301.
2.2 **STEEL REINFORCEMENT**

A. **Galvanized-Steel Welded Wire Reinforcement:** ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
   1. Reinforcing for topping slab.
   2. Size: 6x6 - W2xW2.

B. **Dowels:**
   1. AISI 316 Threaded Stainless Steel.
      a. Diameter: As indicated.

2.3 **CONCRETE MATERIALS**

A. **Cementitious Material:** Use the following cementitious materials, of the same type, brand, and source throughout Project:
   1. Portland Cement: ASTM C 150, Type I/II.

B. **Normal-Weight Aggregate:** ASTM C 33, graded, 3/8” nominal maximum aggregate size.
   1. Type: Pea Gravel.

C. **Water:** ASTM C 94/C 94M; potable.

D. **Color:** To match existing.

E. **Portland Cement Bonding Adhesive:** Sika Armatec 110 EpoCem.

2.4 **RELATED MATERIALS**

A. Acrylic based adhesive: Simpson AT-XP for embedding dowels and reinforcing bars in concrete.

B. **Compressible Filler Strips:** ASTM D 1751, asphalt-saturated cellulosic fiber.

C. **Structural Epoxy:** Simpson Set XP; Simpson Strong Tie.

2.5 **CURING MATERIALS**

A. **Absorptive Cover:** AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.

B. **Moisture-Retaining Cover:** ASTM C 171, polyethylene film or white burlap-polyethylene sheet.

C. **Water:** Potable.

2.6 **CONCRETE MIXTURES**

A. Comply with ACI 301 requirements for concrete mixtures.

B. **Normal-Weight Concrete:** Prepare design mixes, proportioned according to ACI 301, as follows:
   1. Minimum Compressive Strength: 3000 psi at 28 days.
   2. Maximum Water-Cementitious Materials Ratio: 0.45.
   3. Slump Limit: 4 inches, plus or minus 1 inch.
   4. Air Content: Maintain within range permitted by ACI 301. Do not allow air content of floor slabs to receive troweled finishes to exceed 3 percent.
   5. Weight: Minimum 20 lbs./sf.

C. **Synthetic Fiber:** Uniformly disperse in concrete mix at manufacturer's recommended rate but not less than a rate of 1.5 lb/cu. yd.
2.7 **CONCRETE MIXING**

A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116, and furnish batch ticket information.

1. When air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.

**PART 3 - EXECUTION**

3.1 **FORMWORK**

A. Design, construct, erect, brace, and maintain formwork according to ACI 301.

3.2 **STEEL REINFORCEMENT**

A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

1. Do not cut or puncture waterproofing. Coordinate with waterproofing contractor to repair damaged waterproofing before placing concrete.

3.3 **JOINTS**

A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.

B. Saw-Cut Joints: Provide saw-cut joints at locations to match existing and where indicated.

C. Construction Joints: Locate and install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Engineer.

D. Isolation Joints: Install compressible filler strips at junctions with vertical surfaces, such as planters, walls, and as indicated.

1. Extend compressible fillers full width of joint, hold back joint fillers to allow installation of joint sealants flush with finished concrete surface, unless otherwise indicated.

3.4 **DOWELS**

A. Install dowels in acrylic based adhesive at patch locations where recommended by the manufacturer and where indicated on detail sheets.

1. Clean dowels prior to application of materials.

3.5 **CONCRETE PLACEMENT**

A. Comply with ACI 301 for measuring, batching, mixing, transporting, and placing concrete.

B. Initiation of concrete placement indicates installer's acceptance of existing conditions and substrates.

C. Do not add water to concrete during delivery, at Project site, or during placement.

D. Control Joint Spacing: 2 ft. per inch of topping slab thickness.

1. Subject to College approval.

E. Concrete placement shall be control joint to control joint.

1. Cold joints shall occur at control or expansion joints.

3.6 **FINISHING UNFORMED SURFACES**

A. General: Comply with ACI 302.1R for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
B. Screed surfaces with a straightedge and strike off. Begin initial floating using bull floats or darbies to form a uniform and open-textured surface plane before excess moisture or bleed water appears on surface.

1. Do not further disturb surfaces before starting finishing operations.

C. Finish: To match existing, adjacent concrete.

3.7 CONCRETE PROTECTING AND CURING

A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 301 for hot-weather protection during curing.

B. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

C. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
   a. Water.
   b. Continuous water-fog spray.
   c. Absorbive cover, water saturated and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorbive covers.

2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.8 FIELD QUALITY CONTROL

A. Testing Agency: College may engage a qualified independent testing and inspecting agency to sample materials, perform tests, and submit test reports during concrete placement according to requirements specified in this Article.

B. Tests: Perform according to ACI 301.

1. Testing Frequency: One composite sample shall be obtained for each 100 cu. yd. or fraction thereof of each concrete mix placed each day.
   a. Three cylinders per sample and as specified by the testing agency.

3.9 REPAIRS

A. Remove and replace concrete that does not comply with requirements in this Section.

B. Repairs shall be control joint to control joint or as indicated in Contract Drawings.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Surface Preparation.
   2. Hot rubberized-asphalt (HRA) waterproofing, reinforced.
   3. Flashings and Terminations.
   4. Pre-Acceptance testing for installed waterproofing system
   5. Protection Course
   6. Drain Mat.
   7. Compressible Filler

1.2 REFERENCES

A. American Society for Testing and Materials (ASTM)

1.3 SYSTEM DESCRIPTION

A. Furnish and install a completed waterproofing assembly including surface conditioner, a monolithic, reinforced rubberized asphalt membrane, protection course, flashings, protection layer and drainage course. To ensure total system compatibility all products must be purchased from a single-source manufacturer.

1.4 ACTION SUBMITTALS

A. Certification from an approved independent testing laboratory experienced in testing this type material, that the material meets the CGSB-37.50-M89 standard for rubberized asphalt membranes, including applicable ASTM procedures.
B. Certification showing full time quality control of production facilities and that each batch of material is tested to ensure conformance with the manufacturer's published physical properties.
C. Certification showing that all waterproofing components are being supplied and warranted by a single-source manufacturer.
D. Certification showing that installer is certified as a current Approved Applicator with manufacturer for the specified warranty.
E. The plant manufacturing this type material must have ISO 9002 approval as evidenced by a notarized copy of the official certificate.
F. Product Data: For each type of product indicated.
G. Shop Drawings: Show locations and extent of waterproofing. Include details for substrate joints and cracks, sheet flashings, penetrations, inside and outside corners, tie-ins to adjoining waterproofing, and other termination conditions.
H. Field-Adhesion Test Reports: For each test on the Project.

1.5 INFORMATIONAL SUBMITTALS

A. Product test reports.
B. Sample warranties.
1.6 QUALITY ASSURANCE

A. The Waterproofing Contractor shall demonstrate qualifications to perform the work of this Section by submitting the following documentation:

1. Certification or license by the membrane manufacturer as a locally based, authorized applicator of the product the installer intends to use, for a minimum of five (5) years.
2. List of at least three (3) projects, satisfactorily completed within the past five (5) years, of similar scope and complexity to this project. Previous experience submittal shall correspond to specific membrane system proposed for use by applicator.

B. The rubberized asphalt membrane product shall contain an inert clay filler to enable the product to be resistant to acids (fertilizers, building washes and acid rain).

C. Membrane Manufacturer Qualification: Manufacturer shall demonstrate qualifications to supply materials of this section by certifying the following:

1. Membrane Manufacturer must show evidence that the specified rubberized asphalt has been manufactured by the same source for fifteen (15) years and successfully installed on a yearly basis for a minimum of fifteen (15) years on projects of similar scope and complexity.
2. Membrane Manufacturer shall have available an in-house technical staff to assist the contractor, when necessary, in application of the products and final inspection of the assembly.

D. College shall make arrangements and payments for an independent inspection service to monitor installation compliance with the project documents and manufacturer's published literature, installation instructions, and site specific details. Independent construction observation firm shall be a company certified by manufacturer in writing as a current Certified Observer/Inspector.

E. Pre-Installation Conference: A pre-installation conference shall be held prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this Work with related and adjacent Work. Verify that final waterproofing and waterstop details comply with waterproofing manufacturer's current installation requirements and recommendations. Pre-con meeting attendees should include representatives for the College, Engineer, inspection firm, Contractor, waterproofing contractor, concrete contractor, excavating/backfill contractor, and mechanical and electrical contractors if Work penetrates the waterproofing.

F. Sole Source: All products shall be purchased from a single-source manufacturer.

1.7 DELIVERY, STORAGE AND HANDLING

A. Delivery, storage and handling of materials shall be in accordance with manufacturer's published instructions.

B. Deliver materials in original unopened containers of packaging clearly labeled with manufacturer's name, brand name, instruction for use and all identifying numbers.

C. Materials shall be stored in a neat, safe manner, not to exceed the allowable structural capacity of the storage area.

D. Store materials in a clean, dry area protected from water and direct sunlight.

E. Store all adhesives at temperatures between 60°F (15.5°C) and 80°F (26.6°C). If exposed to lower temperatures, restore materials to 60°F (15.5°C) minimum temperature before using.

F. Store rolls on end, original pallets or elevated platform, unless otherwise instructed by manufacturer.

1.8 PROJECT CONDITIONS

A. Environmental Limitations: Apply waterproofing within the range of ambient and substrate temperatures recommended by waterproofing manufacturer. Do not apply waterproofing to a damp or wet substrate, or when temperature is below 40 degrees F.

B. Preparation and application of membrane must be conducted in well ventilated areas.
C. Do not expose membrane or accessories to a constant temperature in excess of that permitted or recommended by the manufacturer.
D. Do not allow waste products (petroleum, grease, oil, solvents, vegetable or mineral oil, animal fat, etc.) to come in contact with the waterproofing membrane. Any exposure to foreign materials or chemical discharges must be presented to membrane manufacturer for evaluation to determine any impact on the waterproof membrane assembly performance.

1.9 WARRANTY

A. Special Warranty: Custom warranty with no monetary limitation on Manufacturer’s standard form in which manufacturer agrees to repair or replace waterproofing and sheet flashings that do not comply with requirements or that fail to remain watertight within specified warranty period.
   1. Warranty Period: 15 years from date of Substantial Completion.
B. Contractor’s Labor and Material Guarantee: Correct defective Work at no cost to the College.
   1. Warranty Period: Five (5) years from the date of Final Completion.

PART 2 - PRODUCTS

2.1 HRA WATERPROOFING

A. HRA Waterproofing: Single component; 100 percent solids; hot fluid-applied, rubberized asphalt waterproofing membrane.
   1. Basis of Design Product: Subject to compliance with requirements, provide Strataseal HR by Cetco Building Materials.
   2. Acceptable Manufacturers: Subject to compliance with requirements, Monolithic Membrane 6125 by American Hydrotech, Inc. is an approved equal.
   4. Mil Thickness at CMU Planters: 100 mils.

2.2 FLASHING SHEET MATERIALS

A. Neoprene Reinforcing: 60-mil minimum, uncured sheet neoprene:
   1. Cetco Building Materials; N-Flash
   2. American Hydrotech, Inc.; Flex Flash UN
B. Reinforcing Fabric: Fabric reinforcing sheet for horizontal applications:
   1. Cetco Building Materials; Stratabond 100 spunbonded polyester
   2. American Hydrotech, Inc.; Flex Flash F spunbonded polyester
C. Reinforcing Fabric: Fabric reinforcing sheet for vertical applications only:
   1. Cetco Building Materials; Stratabond 100 spunbonded polyester
   2. American Hydrotech, Inc.; Flex Flash FV woven fiberglass

2.3 AUXILIARY MATERIALS

A. Primer: Manufacturer’s primer or surface conditioner to prepare substrate for adhesion of waterproofing.
   1. Cetco Building Materials; Strataprime SB
   2. Concrete: American Hydrotech, Inc.; Surface Conditioner
B. Waterproofing Bonding Adhesive: Contact adhesive to bond neoprene flashing together:
   1. Manufacturer’s recommended lap splicing cement
C. Waterproofing Bonding Adhesive: Contact adhesive to bond neoprene flashing to a substrate:
   1. Manufacturer's recommended bonding cement

D. Sealant to seal neoprene flashing seam edge:
   1. Manufacturer's recommended lap sealant

E. Protection Course: Manufacturer's standard, 90-mil thick, rubberized asphalt protection sheet with synthetic fiber reinforcement.
   1. Cetco Building Materials; RAP 200
   2. American Hydrotech, Inc.; Hydroflex 30

F. Protection Course (where bonding mortar to hot rubber): Manufacturer's standard, 160-mil thick fire rated rubberized asphalt protection cap sheet with synthetic fiber reinforcement and granulated top surface.
   1. Cetco Building Materials; RAP 200
   2. American Hydrotech, Inc.; Hydrocap 160FR

G. Weep Protector: Allowing for drainage through weep holes in clamping ring.
   1. Nobleseal Positive Weep Protector; Noble Company.

   1. Cetco: Manufacturer's recommended primer, resin, catalyst, and fleece.
   2. American Hydrotech:
      a. Primer: Hydroseal Primer-Metal
      b. Resin: Hydroseal Resin
      c. Catalyst: HydroSeal Catalyst
      d. Fleece: Hydroseal Fleece

I. Grid Strip Adhesive: Sarnafiller Grid Adhesive; Samafil.
   1. Location: Tie-in to adjacent PVC membrane.

2.4 DRAIN MAT

A. Drain Mat: Manufactured composite subsurface drainage panels consisting of a three-dimensional, prefabricated sheet drain consisting of a 3-dimensional polypropylene formed dimple core, filter fabric, and polymeric film backing, with a horizontal flow rate not less than 20 gpm/ft of width.
   1. Cetco Building Materials; Aquadrain 15XP
   2. American Hydrotech, Inc.; Hydrodrain 420

2.5 SLOPING COURSE

A. Sloping Course: Polymer modified Portland cement Mortar. Subject to compliance with requirements, provide SikaTop 122 Plus.

2.6 COMPRESSIBLE FILLER

A. Compressible Filler: ASTM D 1751, asphalt-saturated cellulosic fiber
PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine all surfaces to receive the waterproofing assembly to verify it is acceptable and proper for the application of the membrane.
B. Do not proceed with the installation of the waterproofing membrane assembly until all surface defects have been corrected.
C. Construction coat shall have cured minimum 21 days prior to application of hot fluid-applied rubberized asphalt waterproofing.

3.2 PREPARATION

A. Concrete decks must be monolithic, smooth, and free of voids, spalled areas, laitance, honeycombs, and protrusions. Remove fins, ridges, and other projections and fill honeycomb, aggregate pockets, and other voids. Clean and prepare existing concrete surfaces using wire brush and other mechanical means.
B. Plywood decks must be inspected for signs of mold or mildew. Remove and replace boards that have mold or mildew. Remove and replace boards that have delamination or have warping or curling.
C. Clean and prepare substrates according to manufacturer's written instructions. Provide clean, dust-free, and dry substrate for waterproofing application.
D. Mask off adjoining surfaces not receiving waterproofing to prevent spillage and overspray affecting other construction.
E. Close off deck drains and other deck penetrations to prevent spillage and migration of waterproofing fluids.
F. Remove grease, oil, form-release agents, paints, curing compounds, and other penetrating contaminants or film-forming coatings from concrete.
G. Remove fins, ridges, and other projections and fill honeycomb, aggregate pockets, and other voids.
H. Clean existing concrete surfaces using wire brush and other mechanical means.

3.3 SLOPING COURSE INSTALLATION

A. Mix and install sloping course in accordance with manufacturer's written instructions and recommendations.
B. Ensure substrate is clean and dry in accordance with manufacturer's instructions. Remove surface laitance from concrete surface to expose aggregate to obtain a surface profile of ICRI CSP 5 in accordance with ICRI 03732.
C. Mixing: Mechanically mix in an appropriate sized mortar mixer, or with a mud paddle and drill at approximately 400-600 rpm.
   1. Pour approximately 4/5 gallon of Component A into the mixing container. Add Component B while continuing to mix. Mix to a uniform consistency for a maximum of three minutes.
   2. Add remaining Component A to mix for desired consistency.
   3. Mix only as much material as can be completely placed in 10-15 minutes.
      a. Horizontal Application: Mix only as much material as can be completely placed in 30 minutes
   4. Do not retemper material.
   5. Should smaller quantities be desired, be sure that components are mixed in the manufacturer's recommended ratios and that Component B is uniformly blended before mixing the components together.
D. Placement: Prepare the substrate at the time of application to “saturated surface dry” with no standing water.
   1. Mortar must be scrubbed into the substrate, filling all pores and voids.
   2. While the scrub coat is still plastic, force material against the edge of repair, working toward the center of the area.
      a. If the repair area is too large to fill while the scrub coat is still wet, use the specified epoxy resin/portland cement adhesive in lieu of the scrub coat as a bonding bridge.
   3. After filling, consolidate, then screed.
   4. Allow mortar to set to the desired stiffness, then finish to match adjacent surface texture.
      a. Smooth surface: Use trowel to create smooth surface texture.
      b. Rough surface: Use wood float or sponge float for rough surface texture.
   5. Horizontal areas, where the depth of repair to sound concrete is greater than 1 inch, add manufacturer’s recommended coarse aggregate.
      a. The top surface of each lift shall be scored to produce a rough surface for bond to the next lift.
      b. Each lift shall be allowed to reach final set before applying subsequent lifts.
      c. Each lift shall be scrubbed into the preceding lift.

E. Curing: Moist cure with wet burlap and polyethylene, a fine mist of water or manufacturer-recommended, water-based compatible curing compound.
   1. Moist curing shall commence immediately after finishing, and shall continue for a minimum of 48 hours.
   2. Protect applied material from sun, rain, and wind until compressive strength is 70 percent of the 28-day compressive strength.
   3. Protect applied material from freezing by covering with insulating material.

3.4 PRIMER

A. Apply primer using a hand held sprayer evenly. Primer should "tan" the surface, not blacken it.
B. Allow sufficient time for the primer to thoroughly dry prior to the membrane application. Install membrane same day as primer.

3.5 MEMBRANE PREPARATION

A. The membrane shall be heated in double jacketed, oil bath or air jacketed melter approved by the manufacturer with mechanical agitation, specifically designed for the preparation of a rubberized asphalt membrane.
B. Heat membrane until membrane can be drawn-free flowing at a temperature range between 320 degrees F and 340 degrees F. Do not exceed temperature of 375 degrees F. Membrane heated outside of manufacturer’s published temperature range shall be removed and replaced at no cost to College.

3.6 FLASHING INSTALLATION

A. Provide detailing and flashing at terminations of waterproofing membrane according to manufacturer's written instructions.
B. All detailing and flashing shall be completed before installing the membrane over the field of the substrate.
C. Liquid Applied Reinforced Flashing Waterproofing Installation:
   1. Apply primer in a thin coat to metal surface in accordance with manufacturer's written instructions. Remove any areas of pooling or over-application. Protect primer from dirt. Apply liquid flashing within 24 hours.
2. Mix entire pail of resin for 2-3 minutes before each use, before adding catalyst, and prior to pouring off resin into a second container for batch mixing.

3. Catalyze only the amount of resin that can be applied within 15-20 minutes. Proportion catalyst in accordance with manufacturer’s written instructions.

4. Add pre-measured catalyst to the resin component and stir for 2-minutes using a slow-speed mechanical agitator or stirring stick.

5. Apply resin to primed substrate using manufacturer’s approved rollers and brushes. Apply at manufacturer’s recommended application rate.

6. Roll fleece directly into resin avoiding folds and wrinkles. Use a roller to lightly work the resin into the fleece, saturating from the bottom up. Apply a supplemental coat of resin directly over the fleece as needed in order to fully saturate fleece. Fleece must be fully darkened and without white spots (indicating non-saturated fleece). Correct any issues prior to curing of resin.

7. Apply an even coat of resin over the fleece at manufacturer’s recommended application rate.

8. If work is interrupted for more than 12 hours, refer to manufacturer’s literature for required reactivation treatment at transition locations.

3.7 MEMBRANE INSTALLATION AT JOINTS

A. Provide joint treatment over non-moving cracks and joints. Where construction coat is applied, apply joint treatment over construction coat at joints.

B. At a width of 9-inches, apply the rubberized asphalt membrane at a rate to provide a continuous, monolithic coat of 90 mil minimum, into which is fully embedded a layer of 6 inch reinforcing fabric prior to installation of field membrane. Overlap reinforcing strip ends a minimum 2 inches, ensuring lap receives rubberized asphalt. Provide neoprene reinforcing in lieu of reinforcing fabric for cracks in concrete greater than 3/16 inch and up to 1/2 inch.

3.8 MEMBRANE APPLICATION

A. Apply the rubberized asphalt membrane at a rate to provide a continuous, monolithic coat of 90 mil minimum, into which is fully embedded a layer of the reinforcing fabric, followed by another continuous monolithic coat of membrane at an average thickness of 125 mil. Overlap reinforcing fabric 1-2 inches, ensuring lap receives rubberized asphalt. Total membrane thickness is to be 215 mils minimum.

1. HRA waterproofing membrane at CMU planters shall be 100 mils minimum and unreinforced.

B. Heat and apply rubberized asphalt according to manufacturer’s written instructions.

C. Apply waterproofing over prepared joints and up wall terminations and vertical surfaces to heights indicated and required by manufacturer.

3.9 PROTECTION COURSE

A. Embed the protection sheet into the membrane while it is still hot to ensure a good bond.

B. Overlap adjoining sheet edges (dry) a minimum of 3 inches to ensure complete coverage. Seal with hot applied rubberized asphalt in the seams and laps.

C. The completed membrane/protection assembly must be covered with subsequent topping materials as soon as possible, within 30 days of membrane installation.

3.10 WATERPROOFING SYSTEM ACCEPTANCE TESTING

A. Flood Testing: Commence flood testing of the membrane has been fully installed.

1. The entire deck shall be flood tested for leaks in accordance with ASTM D-5957.

2. The minimum depth of the flood test shall be 2-inches.

3. Contractor to verify that the structure can withstand the weight of the water test prior to commencement of the water test.
4. The minimum duration for each flood test shall be 48 hours.
5. Create temporary dams as required to confine and segment flood testing areas.
6. All flood testing shall be performed in and documented in the presence of the College’s independent observer.
7. Install temporary containment assemblies, plug or dam drains, and flood with potable water.
8. After flood testing, repair leaks, repeat flood tests, and make further repairs until waterproofing installation is deemed watertight by the College.
9. College will engage an independent testing agency to observe flood testing and examine underside of decks and terminations for evidence of leaks during flood testing.
10. Install secondary protection layer immediately after successful completion of the testing protocol.

B. If leaks should occur, the water must be drained completely and the membrane installation repaired. Retest until a passing water test without leaks is achieved.

3.11 DRAIN MAT INSTALLATION

A. Install drain mat on horizontal and vertical surfaces in accordance with the manufacturer's published instructions and recommendations. Use methods that do not penetrate waterproofing.
B. Layout and position drainage course and lay flat. Cut and fit drainage course to perimeter and penetrations.
C. Bond all geotextile overlap edges to adjacent drainage course geotextile with an acceptable adhesive to ensure geotextile integrity.
D. Protect installed molded-sheet drainage panels during subsequent construction.
E. Place subsequent topping materials as soon as possible.

3.12 COMPRESSIBLE FILLER INSTALLATION

A. Install compressible filler at locations indicated.

3.13 FIELD QUALITY CONTROL

A. Contractor and a representative of the membrane manufacturer shall inspect the waterproofing assembly and notify the Engineer of any defects. All defects must be corrected at no additional cost.
B. Field-Adhesion Testing: Field pull test hot fluid-applied rubberized asphalt waterproofing adhesion to substrates as follows:

1. Extent of Testing: Test completed and cured hot fluid-applied rubberized asphalt waterproofing as follows:
   a. Perform tests one day prior to installation.
      1) Perform 2 tests for each location and each substrate.
      2) Perform 2 tests for each concrete pour.
   b. Perform tests at start of each day. Perform additional test if kettle is shut down and restarted during the day.
   c. Perform tests where and as required by the Engineer.
   d. Retest if there are weather variations that affect installation of waterproofing.

2. Test Method:
   a. Prepare substrates as intended for project-specific waterproofing installation at each test location. Install primer on substrates indicated to receive primer. Allow primer to cure. Perform one pull test after primer has cured. Perform another pull test 24 hours after initial pull test.
   b. Apply rubberized asphalt membrane at a rate to provide a continuous, monolithic coat of 90 mils minimum. Embed half of 4 inch x 12 inch fabric reinforcement in
C. Evaluation of Field-Adhesion Test Results: Waterproofing that fails cohesively within itself, not evidencing adhesive failure from testing or noncompliance with other indicated requirements, will be considered satisfactory. Remove waterproofing that fails to adhere to substrates during testing or to comply with other requirements. Retest failed applications until test results prove waterproofing complies with indicated requirements.

3.14 CLEANING AND PROTECTION

A. Protect waterproofing from damage and wear from vehicular and pedestrian traffic during and after installation until placement of overburden.

1. Repair damaged or deteriorated waterproofing immediately prior to application of overburden.

B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes penetrating water-repellent treatments at brick and concrete walls.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product indicated.
B. Samples: For each type of water repellent and substrate indicated.
C. Preconstruction Test Reports: From water repellent manufacturer, indicating the following:
   1. Substrates have been tested for water penetration.
   2. Interpretation of test results and written recommendations for substrate preparation needed for application.
D. Field Test Reports: For each water repellent application tested.
E. Sample Warranties

1.3 INFORMATIONAL SUBMITTALS
A. Product certificates.

1.4 QUALITY ASSURANCE
A. Installer Qualifications: Engage an experience Installer who has completed water repellent work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.
B. Preinstallation Conference: Conduct conference at Project site.
C. Test a minimum 4 ft. by 4 ft. area on each type of masonry. Use the manufacturer's application instructions. Let test area protective treatment cure before inspection. Keep test panels available for comparison throughout the protective treatment project.
D. Preconstruction Testing: Test mockup using the Rilem tube test in accordance with the manufacturer's requirements. Test prior to installation of water repellents.
   1. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
   2. Notify Engineer seven days in advance of dates and times when test will be performed.
   3. Arrange for tests to take place with water repellent manufacturer's technical representative present.
   4. If test results do not comply with manufacturer's requirements, apply water repellent in accordance with manufacturer's requirements until test results are acceptable to manufacturer and Engineer.
E. Mockups: Install water repellent mockups of assemblies specified. Use materials and installation methods specified in this Section.
   1. Size: 100 square feet of wall.

1.5 WARRANTY
A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace water repellents that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.
B. Special Manufacturer's Warranty: Manufacturer's standard form in which water repellent manufacturer agrees to furnish water repellents to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PENETRATING WATER REPELLENTS

A. Silane/Siloxane-Blend, Penetrating Water Repellent: Clear, silane and siloxane blend with 400 g/L or less of VOCs.

1. Products: Subject to compliance with requirements, provide Siloxane WB Concentrate; PROSOCO, Inc.

B. Crack Repair Mortar: Polymer modified Portland cement Mortar

1. Products: Subject to compliance with requirements, provide SikaTop 123 Plus or approved equal.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Applicator present, for compliance with requirements and conditions affecting performance of the Work.

1. Verify that surfaces are clean and dry according to water-repellent manufacturer's requirements. Check moisture content in representative locations by method recommended by manufacturer.
2. Inspect for previously applied treatments that may inhibit penetration or performance of water repellents.
3. Verify that there is no efflorescence or other removable residues that would be trapped beneath the application of water repellent.
4. Verify that required repairs are complete, cured, and dry before applying water repellent.

B. Test pH level according to water-repellent manufacturer's written instructions to ensure chemical bond to silica-containing or siliceous minerals.

3.2 PREPARATION

A. Cleaning: Before application of water repellent, clean substrate of substances that could impair penetration or performance of product according to water-repellent manufacturer's written instructions.

B. Coordination with Mortar Joints: Do not apply water repellent until pointing mortar for joints adjacent to surfaces receiving water-repellent treatment has been installed and cured.

C. Coordination with Sealant Joints: Do not apply water repellent until sealants for joints adjacent to surfaces receiving water-repellent treatment have been installed and cured.

1. Water-repellent work may precede sealant application only if sealant adhesion and compatibility have been tested and verified using substrate, water repellent, and sealant materials identical to those required.

3.3 YCRACK REPAIR

A. Fix minor cracks in concrete masonry unit, 1/8 inch or less prior to application of water repellent.

1. Rout cracks with 1/4 inch v-groove.
2. Mix and apply crack repair mortar in accordance with manufacturer’s published instructions and recommendations.
3. Allow mortar to cure prior to application of water repellent. Cure time shall be that approved by the water repellent manufacturer and no less than three days.
3.4 APPLICATION AT VERTICAL SURFACES
A. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect the substrate before application of water repellent and to instruct Applicator on the product and application method to be used.
B. Apply a heavy-saturation coating of water repellent, on surfaces indicated for treatment, using low-pressure spray to the point of saturation.
   1. Apply from the bottom up using enough material to create a 4-8 inch rundown below the spray contact point.
C. Allow water repellent to penetrate surface for 2 to 3 minutes.
D. Apply a second saturation coating, repeating first application.
E. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats.

3.5 APPLICATION AT HORIZONTAL SURFACES
A. Apply a heavy-saturation coating of water repellent, on surfaces indicated for treatment, using low-pressure spray to the point of saturation.
   1. Broom out all puddles until they penetrate the surface. Do not allow material to puddle beyond saturation. Comply with manufacturer's written instructions for application procedure unless otherwise indicated.
B. Apply a second saturation coating, repeating first application.
C. Comply with manufacturer's written instructions for limitations on drying time between coats and after rainstorm wetting of surfaces between coats.

3.6 FIELD QUALITY CONTROL
A. Field Tests: Test water repellents using the Rilem tube test in accordance with the manufacturer's requirements.
   1. Test at duration required by the manufacturer for the specified warranty.
   2. Test minimum once per phase of construction.
   3. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
   4. Notify Engineer seven days in advance of dates and times when test will be performed.
   5. Arrange for tests to take place with water repellent manufacturer's technical representative present.
   6. If test results do not comply with manufacturer's requirements, apply water repellent in accordance with manufacturer's requirements until test results are acceptable to manufacturer and Engineer.
B. Record test results in a log. Include dates when water repellents were applied, test dates, test locations, and test results.

3.7 CLEANING
A. Immediately clean water repellent from adjoining surfaces and surfaces soiled or damaged by water-repellent application as work progresses. Correct damage to work of other trades caused by water-repellent application.
B. Comply with manufacturer's written cleaning instructions.

3.8 PROTECTION
A. Protect from rain for at least 4 hours.

END OF SECTION
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

SECTION 07 6200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Sill pans
2. Counterflashing
3. Joint sealants associated with sheet metal flashing.
4. Other sheet metal as indicated.

1.2 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: A preinstallation meeting shall be held at the project site prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this Work with related and adjacent Work. Verify that final details comply with current recommendations published in SMACNA's "Architectural Sheet Metal Manual" and NRCA's Roofing and Waterproofing Manual. Meeting attendees shall include representatives for the Owner, Engineer, inspection firm, Contractor, sheet metal contractor and installers of related and adjacent Work.

1.3 SUBMITTALS

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

B. Shop Drawings: Show fabrication and installation layouts of sheet metal flashing and trim. Distinguish between shop- and field-assembled work. Reference applicable Contract Drawing detail.

1. Identification of material, thickness, weight, and finish for each item and location in Project.
2. Details for forming sheet metal flashing and trim, including profiles, shapes, seams, and dimensions.
3. Details for joining, supporting, and securing sheet metal flashing and trim, including layout of fasteners, cleats, clips, and other attachments. Include pattern of seams.
4. Details of termination points and assemblies, including fixed points.
5. Details of specialized conditions including saddles, transitions and terminations in sheet metal flashing.
6. Details of connections to adjoining work.
7. Detail formed flashing and trim at a scale of not less than 3 inches per 12 inches.

C. Samples: for Initial Selection: For each type of sheet metal flashing and accessory indicated with factory-applied color finishes involving color selection.

1. 6” square samples of specified sheet metal materials to be exposed as finished surfaces.
2. 12” long samples of factory-fabricated products exposed as finished Work. Provide complete with specified factory finish.
3. One 11 oz. tube of each specified sealant.
4. Two samples each of proposed fasteners and accessories to be used.
D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below:

1. Sheet Metal Flashing: 12 inches long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches long and in required profile. Include fasteners and other exposed accessories.
3. Accessories and Miscellaneous Materials: Full-size Sample.

E. Qualification Statements: For qualified fabricator.

F. Warranty: Sample of special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Maintenance data.

1.5 QUALITY ASSURANCE

A. Fabrircator Qualifications: Shop that employs skilled workers who custom fabricate sheet metal flashing similar to that required for this Project and whose products have a record of successful in-service performance.

B. Installer Qualifications: Engage an experience Installer who has completed sheet metal flashing and trim work similar in material, design, and extent to that indicated for this Project and with a record of successful in-service performance.

C. Sheet Metal Flashing and Trim Standard: Comply with SMACNA's "Architectural Sheet Metal Manual" unless more stringent requirements are specified or shown on Drawings.

D. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for fabrication and installation.

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

2. Build mockup of each fabrication.

3. Locate mockups on-site in the location and of the size indicated or, if not indicated, as directed by Engineer.

4. Notify the College and the Engineer one week in advance of the dates and times when mockups will be constructed.

5. Demonstrate the proposed range of aesthetic effects and workmanship.

6. Obtain Engineer's approval of mockups before start of final unit of Work.

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

E. Coordinate Work of this Section with interfacing and adjoining Work for proper sequencing of each installation.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing materials away from uncured concrete and masonry.
B. Protect strippable protective covering on sheet metal flashing from exposure to sunlight and high humidity, except to the extent necessary for the period of sheet metal flashing installation.

1.7 WARRANTY

A. Special Installer's Warranty: Manufacturer's standard form in which Installer agrees to repair or replace sheet metal flashing and trim that does not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE CRITERIA

A. General: Sheet metal flashing assemblies as indicated shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction.

1. Completed sheet metal flashing shall not rattle, leak, or loosen, and shall remain watertight.

B. Install systems to allow movement of components without causing buckling, failure of joint seals, undue stress on fasteners or other detrimental effects, when subjected to 100-year seasonal temperature ranges.

C. Thermal Movements: Provide sheet metal flashing that allows for thermal movements from ambient and surface temperature changes.

1. Temperature Change (Range): 120 degrees F, ambient; 180 degrees F, material surfaces.

D. Install specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of sheet metal flashing and trim such as multi-plane intersects, and:

1. Where indicated.
2. Where constructed conditions will not provide watertight performance without saddles.

E. Contractor shall inspect transitions and terminations to make Project watertight. Contract Documents indicate design intent and may not indicate all instances where saddles apply. Field verify locations where saddles are required.

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying a strippable, temporary protective film before shipping.

B. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 316, dead soft, fully annealed; 2D (dull, cold rolled) finish.

1. Locations: For use with sill pan flashing, flashings at grade, and where indicated.
2.3 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and recommended by manufacturer of primary sheet metal or manufactured item unless otherwise indicated.

B. Solder: ASTM B 32, Grade Sn60, with an acid flux of type recommended by stainless-steel sheet manufacturer.

C. Concealed Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch wide and 1/8 inch thick.

1. Subject to compliance with requirements, provide ADCO GT-206; ADCO or approved equal.
2. Provide pre-shimmed butyl sealant tape between sheet metal laps, at concealed locations, and where indicated.

D. Exposed Sealants: Elastomeric Sealant ASTM C 920, elastomeric polymer sealant; low modulus; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

E. Concealed Sealant: ASTM C 1311, single-component, non-curing, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

1. Subject to compliance with requirements, provide ADCO BP-300; ADCO or approved equal.
2. Provide butyl sealant between sheet metal laps, at concealed locations, and where indicated.

F. Bituminous Coating: Cold-applied asphalt emulsion complying with ASTM D 1187.

G. Sealing Washers: Stainless steel backed EPDM washers.

2.4 FASTENERS

A. Annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal or manufactured item. Nails to be secured into wood shall be annular threaded.

B. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

1. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating.
2. Blind Fasteners: High-strength stainless-steel rivets suitable for metal being fastened.

C. Fasteners for Stainless Steel Sheet: Type 316 stainless steel.

D. Fasteners for Stainless-Steel Sheet Metal to Stainless-Steel Sheet Metal Components: No. 10, stainless steel sheet metal screws equipped with sealing washers.
E. Drive Pin Anchors: Subject to compliance with requirements provide Zamac Nailin; Powers Fasteners or approved equal.

2. Pin: Type 316 stainless steel.

F. Fastener Length: Fasteners shall be sized to penetrate substrate not less than 1-1/4 inches or not less than 3/4 inch through wood substrates.

2.5 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with recommendations in SMACNA’s "Architectural Sheet Metal Manual" that apply to design, dimensions, geometry, metal thickness, and other characteristics of item indicated. Fabricate items at the shop to greatest extent possible.

1. Sheet metal components requiring fabrication must have shop drawings submitted and approved prior to fabrication and delivery to the project site. Materials delivered to the project site without the required Engineer's approval shall be immediately removed from the site and not incorporated into the completed Work.
2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim without excessive oil canning, buckling, and tool marks and true to line and levels indicated, with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces exposed to view.
6. Field verify dimensions prior to fabrication.
7. Solder sheet metal prior to application of finish.
8. Flashings shall have minimum 4 inch vertical back leg and 2 inch overlap at exposed side.

B. Materials delivered to the project site without the required Engineer's approval shall be immediately removed from the site and shall not be incorporated into the completed Work.

C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to specified tolerance.

D. Sealed Joints: Form nonexpansion but movable joints in metal to accommodate elastomeric sealant.

E. Expansion Provisions: Where lapped expansion provisions cannot be used, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with butyl sealant concealed within joints.

F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.
G. Seams: Solder all seams watertight with the exception seams of prefinished metals including those coil-coated, seams requiring movement and seams otherwise indicated in the Contract Documents.

   1. Fabricate nonmoving seams with flat-lock seams. Pop rivet pieces together at 1 inch on center prior to soldering. Tin edges to be seamed, form seams, and solder. Sweat solder the lap. Solder rivet holes watertight.

H. Form pieces to a minimum length of 8 feet with the exception of pieces with a total length of less than 8 feet.

I. Form pieces to maximum length of 10 feet.

J. Corners: Sheet metal corner flashing shall be fully soldered to form one watertight piece.

K. Hem exposed edges on underside 1/2 inch.

L. Fabricate head flashing, sill flashing and similar with end closures and end dams soldered/welded watertight.

M. Provide drip edges where indicated on the Contract Drawings.

N. Provide 4 inch wide (minimum) horizontal flanges where dimension is not indicated on Contract Drawings

   1. Locations: Where flanges are stripped in or lapped for weather protection.

2.6 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Saddles, Transitions, and Terminations in Sheet Metal Flashing and Trim: Fabricate from the following materials: Stainless steel 24 gage, unless otherwise noted.

B. Provide specialized, custom fabricated, sheet metal saddles for waterproof performance at terminations and transitions of sheet metal flashing and trim and construction components such as multi-plane intersects, and:

   1. Where constructed conditions will not provide watertight performance without saddles.
   2. Contractor shall inspect transitions and terminations to make Project watertight. Contract Documents indicate design intent and may not indicate all instances where saddles apply. Field verify locations where saddles are required.
   3. Where indicated.

C. Fabricate saddles with diverters, minimum 1/2 inch high by 1 inch deep at multi-plane intersects and where indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, to verify actual locations, dimensions and other conditions affecting performance of the Work.

   1. Verify compliance with requirements for installation tolerances of substrates.
2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.

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

3.2 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement so that completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight. Use fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line and levels indicated. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches apart. Anchor each cleat with two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim without excessive oil canning, buckling, and tool marks.
5. Install sealant tape where indicated.
6. Torch cutting of sheet metal flashing and trim is not permitted.

B. Install all metal flashing and sheet metal in accordance with the recommendations of:

2. NRCA Roofing and Waterproofing Manual.
3. The requirements of this Section supersede the above noted references except where the requirements of the reference specification are more stringent.

C. Saddles: Secure with fasteners and sealing washers and continuous cleat.

D. Do not fabricate or install any sheet metal item without the Engineer’s written approval.

E. Lap joints in direction of water flow.

F. Exercise care when cutting materials on site, to ensure cuttings do not remain on finished surfaces. Carefully clean and dispose of cuttings so not to damage adjacent materials. Repair or replace damaged materials at no additional cost to the College.

G. Use concealed fasteners except where specifically approved by the Engineer. Provide expansion joints concealed within system.

H. Flash and counter flash mechanical and electrical items projecting through roof membrane.

I. Metal Protection: Where dissimilar metals will contact each other or corrosive substrates, protect against galvanic action by painting contact surfaces with bituminous coating or by other permanent separation as recommended by SMACNA.

1. Where installing metal flashing directly on cementitious or wood substrates, install a course of high temperature self-adhering flashing.
J. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at a maximum of 10 feet with no joints allowed within 24 inches of corner or intersection. Where lapped expansion provisions cannot be used or would not be sufficiently watertight, form expansion joints of intermeshing hooked flanges, not less than 1 inch deep, filled with sealant concealed within joints.

K. Solder or seal all seams and end joints as shown in the Drawings or required by field conditions. Measure all dimensions in the field necessary to properly fabricate the flashings. Fit flashings tight in place, however, allow for 3/4 inch minimum clearance to install components. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

L. Seal joints as shown and as required for watertight construction.

1. Where sealant-filled joints are used, embed hooked flanges of joint members not less than 1 inch into sealant.
2. Form joints to completely conceal sealant.
3. When ambient temperature at time of installation is moderate, between 40 and 70 degrees F, set joint members for 50 percent movement each way.
4. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 degrees F.
5. Lap sheet metal flashing and trim 4 inches in a full bed of sealant. Sealant shall be fully concealed. Remove visible sealant.
6. Rivet sealed laps at 1 inch on center.
7. Apply sealant over rivets.
8. Prepare joints and apply sealants to comply with requirements in Division 07 Section "Joint Sealants."
9. Install compatible sealants where required to prevent direct weather penetration.

M. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets to be soldered to a width of 1-1/2 inches, except reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not solder coil-coated or membrane-clad sheet metal.
2. Neatly solder all sheet metal to be soldered.
3. Do not use torches for soldering. Heat surfaces to receive solder and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
4. Stainless-Steel Soldering: Tin edges of uncoated sheets using solder recommended for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.
5. All flat lock seams and lap seams, where soldered, shall be at least 1/2 inch. Pop rivet pieces together 1 inch on center prior to soldering. Sweat solder under the lap. Do not bead solder. Solder rivet holes to be water tight.
6. Thoroughly wash all flux off work after soldering. Failure to do this may result in back charges as a result of damages to finishes.

N. Rivets: Rivet joints where indicated and where necessary for strength at 1 inch on center, unless otherwise indicated. Apply sealant over rivets.

O. Paint metal where indicated in strict accordance with manufacturer's written instructions, including minimum dry mil thicknesses.
3.3 SHEET METAL INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and SMACNA's "Architectural Sheet Metal Manual." Provide concealed fasteners where possible, set units true to line, and level as indicated. Install work with laps, joints, and seams that will be permanently watertight and weather resistant.

3.4 MISCELLANEOUS FLASHING INSTALLATION

A. Saddles, Transitions, and Terminations: Coordinate installation of saddles, transitions, and terminations with installation of siding, self-adhering sheet waterproofing, weather resistive barrier, and other components of the construction.

1. Miscellaneous flashing not installed in accordance with the Contract Documents will require the removal and reinstallation of construction to properly install the required flashing at no additional cost to the College.

3.5 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet on slope and location lines as indicated and within 1/8-inch offset of adjoining faces and of alignment of matching profiles.

3.6 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of installation, remove unused materials and clean finished surfaces. Maintain in a clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes joint sealants for weather seals:
   1. Polyurethane joint sealants.
   2. Silyl-terminated polyether joint sealants.
   3. Joint sealant backing.

1.2 RELATED REQUIREMENTS

A. Section 07 62 00 “Sheet Metal Flashing and Trim;” for butyl sealant and butyl sealant tape.

1.3 ADMINISTRATIVE REQUIREMENTS

A. Preinstallation Meeting: A preinstallation meeting shall be held at the project site prior to commencement of field installation to establish procedures to maintain required working conditions and to coordinate this Work with related and adjacent Work. Verify that final details comply with manufacturers’ current requirements and recommendations. Meeting attendees shall include representatives for the College, Engineer, inspection firm, Contractor, joint sealants contractor and installers of related and adjacent Work.

1.4 PRECONSTRUCTION TESTING

A. Preconstruction Compatibility and Adhesion Testing: Submit to joint-sealant manufacturers, for testing indicated below, samples of materials that will contact or affect joint sealants.

   1. Testing will not be required if joint-sealant manufacturers submit joint preparation data that are based on previous testing, not older than 24 months, of sealant products for adhesion to, and compatibility with, joint substrates and other materials matching those submitted.
   2. Use ASTM C 1087 to determine whether priming and other specific joint preparation techniques are required to obtain rapid, optimum adhesion of joint sealants to joint substrates.
   3. Submit not fewer than eight pieces of each kind of material, including joint substrates, shims, joint-sealant backings, secondary seals, and miscellaneous materials.
   4. Schedule sufficient time for testing and analyzing results to prevent delaying the Work.
   5. For materials failing tests, obtain joint-sealant manufacturer’s written instructions for corrective measures including use of specially formulated primers.

B. Preconstruction Field-Adhesion Testing: Before installing sealants, field test their adhesion to Project joint substrates as follows:

   1. Locate test joints where indicated on Project or, if not indicated, as directed by Building Envelope Engineer.
   2. Conduct field tests for each kind of sealant and joint substrate indicated.
   3. Notify Building Envelope Engineer seven days in advance of dates and times when test joints will be erected.
4. Arrange for tests to take place with joint-sealant manufacturer's technical representative present.
      1) For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

5. Report whether sealant failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. For sealants that fail adhesively, retest until satisfactory adhesion is obtained.

6. Evaluation of Preconstruction Field-Adhesion-Test Results: Sealants not evidencing adhesive failure from testing, in absence of other indications of noncompliance with requirements, will be considered satisfactory. Do not use sealants that fail to adhere to joint substrates during testing.

1.5 ACTION SUBMITTALS

A. Product Data: For each joint-sealant product indicated.
B. Shop Drawings: Submit shop drawings indicating control joint, including expansion joints and reveals if applicable, layout on 24"x36" drawings sheets.
C. Samples for Initial Selection: Manufacturer's color charts consisting of strips of cured sealants showing the full range of colors available for each product exposed to view.
D. Samples for Verification: For each kind and color of joint sealant required, provide Samples with joint sealants in 1/2-inch- wide joints formed between two 6-inch- long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
E. Joint-Sealant Schedule: Include the following information:
   1. Joint-sealant application, joint location, and designation.
   2. Joint-sealant manufacturer and product name.

F. Qualification Data: For qualified Installer.
G. Product Certificates: For each kind of joint sealant and accessory, from manufacturer.
H. Sealant, Waterproofing, and Restoration Institute (SWRI) Validation Certificate: For each sealant specified to be validated by SWRI's Sealant Validation Program.
   1. If SWRI validation certificate cannot be obtained for sealants specified and substrates sealants will be adhered to, test in accordance with Preconstruction Testing Article.
I. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, indicating that sealants comply with requirements.
J. Preconstruction Compatibility and Adhesion Test Reports: From sealant manufacturer, indicating the following:
   1. Materials forming joint substrates and joint-sealant backings have been tested for compatibility and adhesion with joint sealants.
   2. Manufacturer's interpretation of test results and written recommendations for primers and substrate preparation needed for adhesion.
K. Preconstruction Field-Adhesion Test Reports: Indicate which sealants and joint preparation methods resulted in optimum adhesion to joint substrates based on testing specified in "Preconstruction Testing" Article.
L. Field-Adhesion Test Reports: For each sealant application tested.
M. Warranties: Sample of warranties.
1.6 QUALITY ASSURANCE
A. Installer Qualifications: Manufacturer's authorized installer who is trained and approved for installation of units required for this Project.
B. Source Limitations: Obtain each kind of joint sealant from single source from single manufacturer.
C. Product Testing: Test joint sealants without SWRI validation certificate using a qualified testing agency as outlined below.
   1. Testing Agency Qualifications: An independent testing agency qualified according to ASTM C 1021 to conduct the testing indicated.
   2. Test according to SWRI's Sealant Validation Program for compliance with requirements specified by reference to ASTM C 920 for adhesion and cohesion under cyclic movement, adhesion-in-peel, and indentation hardness.
D. Mockups: Install sealant in mockups of assemblies specified in other Sections that are indicated to receive joint sealants specified in this Section. Use materials and installation methods specified in this Section.

1.7 PROJECT CONDITIONS
A. Do not proceed with installation of joint sealants under the following conditions:
   1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or are below 40 deg F.
   2. When joint substrates are wet.
   3. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
   4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

1.8 WARRANTY
A. Special Installer's Warranty: Installer's standard form in which Installer agrees to repair or replace joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.
B. Special Manufacturer's Warranty: Manufacturer's standard form in which joint-sealant manufacturer agrees to furnish joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.
   1. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS
2.1 MATERIALS, GENERAL
A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another, with adjacent materials and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
B. Stain-Test-Response Characteristics: Where sealants are specified to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.
2.2 POLYURETHANE JOINT SEALANTS
A. Traffic-Grade, Urethane Joint Sealant: ASTM C 920
   1. Product: Subject to compliance with requirements, provide MasterSeal NP 2; BASF
      Building Systems or one of the following preapproved equals:
      a. Sika Corporation, Construction Products Division; Sikaflex - 2c NS.
   2. Type: Multicomponent (M).
   3. Grade: nonsag (NS).
   5. Uses Related to Exposure: Traffic (T).
   6. Location: For horizontal locations subject to pedestrian or vehicular traffic.

2.3 SILYL-TERMINATED POLYETHER JOINT SEALANTS
   1. Product: Subject to compliance with requirements, provide MasterSeal NP 150; BASF.
   2. Type: Single component (S).
   3. Grade: nonsag (NS).
   5. Uses Related to Exposure: Nontraffic (NT).
   6. Location: For general use unless otherwise indicated.

2.5 JOINT SEALANT BACKING
A. General: Provide sealant backings of material that are nonstaining; are compatible with joint
   substrates, sealants, primers, and other joint fillers; and are approved for applications indicated
   by sealant manufacturer based on field experience and laboratory testing.
B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin)
   or Type B (bicellular material with a surface skin), as approved in writing by joint-sealant
   manufacturer for joint application indicated, and of size and density to control sealant depth and
   otherwise contribute to producing optimum sealant performance.
C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant
   manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint
   surfaces at back of joint. Provide self-adhesive tape where applicable.

2.6 MISCELLANEOUS MATERIALS
A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of
   sealant to joint substrates indicated, as determined from preconstruction joint-sealant-substrate
   tests and field tests.
B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants
   and sealant backing materials, free of oily residues or other substances capable of staining or
   harming joint substrates and adjacent nonporous surfaces in any way, and formulated to
   promote optimum adhesion of sealants to joint substrates.
C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces
   adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION
A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with
   requirements for joint configuration, installation tolerances, and other conditions affecting joint-
   sealant performance.
B. Proceed with installation only after unsatisfactory conditions have been corrected.
3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with joint-sealant manufacturer's written instructions.

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean porous joint substrate surfaces by brushing, grinding, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowout joints with oil-free compressed air. Porous joint substrates include the following:
   a. Unglazed surfaces of ceramic tile.

3. Remove laitance and form-release agents from concrete.

4. Clean nonporous joint substrate surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants. Nonporous joint substrates include the following:
   a. Metal.
   b. Glass.
   c. Porcelain enamel.
   d. Glazed surfaces of ceramic tile.

B. Joint Priming: Prime joint substrates where recommended by joint-sealant manufacturer or as indicated by preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant or primer with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION

A. General: Comply with joint-sealant manufacturer's written installation instructions for products and applications indicated, unless more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Install sealant backings of kind indicated to support sealants during application and at position required to produce cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

1. Do not leave gaps between ends of sealant backings.
2. Do not stretch, twist, puncture, or tear sealant backings.
3. Remove absorbent sealant backings that have become wet before sealant application and replace them with dry materials.

D. Install bond-breaker tape behind sealants where sealant backings are not used between sealants and backs of joints.

E. Install sealants using proven techniques that comply with the following and at the same time backings are installed:

1. Place sealants so they directly contact and fully wet joint substrates.
2. Completely fill recesses in each joint configuration.
3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
F. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified in subparagraphs below to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
3. Provide concave joint profile per Figure 8A in ASTM C 1193, unless otherwise indicated.

G. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed and cured sealant joints as follows:
   a. Perform 10 tests for the first 1000 feet of joint length for each kind of sealant and joint substrate.
   b. Perform 1 test for each 1000 feet of joint length thereafter or 1 test per each floor per elevation.

   a. For joints with dissimilar substrates, verify adhesion to each substrate separately; extend cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect tested joints and report on the following:
   a. Whether sealants filled joint cavities and are free of voids.
   b. Whether sealant dimensions and configurations comply with specified requirements.
   c. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each kind of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.

4. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.

5. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces are clean and that new sealant contacts original sealant.

B. Evaluation of Field-Adhesion Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.
3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances and from damage resulting from construction operations or other causes so sealants are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so installations with repaired areas are indistinguishable from original work.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes procedural and administrative, product and execution requirements for preformed expansion joints including:
   1. Preformed traffic grade expansion joint.
   2. Accessories.
B. Field-verify joint openings prior to ordering materials. Provide expansion joint systems appropriate for movement and sizes of openings.

1.2 ADMINISTRATIVE REQUIREMENTS
A. Coordination: Coordinate installation of expansion control systems with adjacent expansion control systems to ensure that transitions are watertight.

1.3 ACTION SUBMITTALS
A. Product Data: For each type of product indicated.
B. Shop Drawings: For each expansion control system specified. Include plans, elevations, sections, details, splices, blockout requirement, attachments to other work, and line diagrams.
C. Samples: For each exposed expansion control system and for each color and texture specified.
   1. Provide Samples for initial color selection and for verification to be approved by the College.

1.4 DELIVERY, STORAGE AND HANDLING
A. All products delivered to the job site shall be in the original unopened containers or wrappings bearing all seals and approvals.
B. Handle materials to prevent damage. Place materials on pallets and fully protect from moisture.
C. Materials which are determined by the College or the manufacturer to be damaged are to be removed from the job site and replaced at no cost to the College.

1.5 QUALITY ASSURANCE
A. Obtain each expansion joint cover assembly type and accessories from a single source.
B. Products shall be installed either by manufacturers licensed applicators, approved installers or after installation training from the manufacturer.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION
A. General: Provide expansion control systems of design, basic profile, materials, and operation indicated. Provide units with capability to accommodate variations in adjacent surfaces.
   1. Furnish units in longest practicable lengths to minimize field splicing.
   2. Include accessories including transition accessories as required to provide continuous expansion control systems.
2.2 PERFORMANCE REQUIREMENTS

A. Seismic Performance: Expansion control systems shall withstand the effects of earthquake motions determined according to ASCE/SEI 7.
   1. The term "withstand" means "the system will remain in place without separation of any parts when subjected to the seismic forces specified and the system will be fully operational after the seismic event."

2.3 PREFORMED TRAFFIC GRADE EXPANSION JOINT

A. Seismic Joint: Subject to compliance with requirements, provide MM SSP Series Expansion Joint by MM Systems Corporation.

B. Source Limitations: Obtain expansion control systems from single source from single manufacturer.

C. Slab-to-Slab Design Criteria:
   1. Total Movement: 2 inches.
   2. Nominal Movement: 2-inches
   3. Minimum Movement: 1-inch
   4. Maximum Opening: 3-inches
   5. Type of Movement: Seismic.
   6. Color: As selected by College from manufacturer's full range.

2.4 SEISMIC BACK-UP EXPANSION JOINT

A. Non-Traffic Grade Expansion Joint: Subject to compliance with requirements, provide DSM Expansion Joint by Emseal.

B. Slab-to-Slab Design Criteria:
   1. Total Movement: 2 inches.
   2. Nominal Movement: 2-inches
   3. Minimum Movement: 1-inch
   4. Maximum Opening: 3-inches
   5. Type of Movement: Seismic.
   6. Color: As selected by College from manufacturer's full range.

2.5 ACCESSORIES

A. Manufacturer's standard primers, sealants and other accessories as indicated or required for complete installations.

PART 3 - EXECUTION

3.1 PREPARATION

A. Prepare substrates according to expansion control system manufacturer's written instructions.

B. Coordinate and furnish accessories, setting drawings, and instructions for installing expansion control systems.

3.2 GENERAL INSTALLATION

A. Comply with manufacturer's written instructions for storing, handling, and installing expansion control systems and materials unless more stringent requirements are indicated.

B. Remove and repair unsound concrete in and around blockout. Repair any spalls.

C. Sandblast substrate and ensure substrate is clean and dry prior to installing expansion joint.
D. Ensure material nominal size matches joint size.

3.3 PREFORMED TRAFFIC GRADE EXPANSION JOINT INSTALLATION

A. Install base member with wedge bolt anchor.
B. Mask off top deck parallel with edge of blockout and top of aluminum base member.
C. Backfill blockout with infill material up to the height of the base member.
D. Immediately attach extension plates.
E. Install seismic centering devices and slide plate with impact dampener.
F. Torque hardware in accordance with manufacturer’s recommendations. And written installation guidelines.

3.4 BACK-UP EXPANSION JOINT

A. Apply a thin, approx. 1/16 inch, layer of two-component epoxy adhesive to the sides of the expansion joint and to the sidewalls of the expansion joint opening.
B. Apply a thin bead of silicone sealant along edge of bellows at end where material will join with next length. Wipe silicone facing using clean, lint-free rag made damp with solvent.
C. Insert material into joint with at least 1/4 inch recess and adhere to one joint face. Allow material to expand against other joint face.
D. Blend sealant at joints into the bellows to create a consistent finished appearance. Take precaution not to restrict the folds of the bellows.
E. Once expansion joint has equalized its expansion across the joint, gun and tool fillet bead of liquid silicone at the substrate-to-bellows interface.

3.5 REPAIRS

A. Defects or deficiencies include adhesive and cohesive failures, system’s inability to accommodate specified movements, moisture penetration in case of watertight applications, inability to withstand loading and traffic requirements, cracking of nosing/ filler materials due to aggregate loading, not conforming to specified geometries, and improper workmanship.
B. Defects and deficiencies are to be corrected by the expansion joint installer at no cost to the College during the period of warranty.

3.6 PROTECTION

A. Do not remove protective covering until finish work in adjacent areas is complete.
B. Protect the installation from damage by work of other Sections. Damaged expansion joints shall be replaced at no cost to the College.

END OF SECTION
Leak Remediation for Laney College Buildings A, B, F, & G – Phase 1

SECTION 22 1423

STORM DRAINAGE PIPING SPECIALTIES

PART 1 - GENERAL

1.1 SUMMARY
A. Section includes replacement and provision of the following at existing podium drain locations and existing podium planter locations:
1. Floor drains.
2. Piping
3. Cleaning of drains from drain to storm sewer.

1.2 ACTION SUBMITTALS
A. Product Data: For each type of product indicated including, but not limited to, the following:
1. Drain bowl
2. Strainer
3. Clamping ring
4. Accessories

1.3 QUALITY ASSURANCE
A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

1.4 REGULATORY REQUIREMENTS
A. Conform to all local, county, and state building requirements.
B. The Contractor shall be responsible for obtaining all necessary permits for demolition of existing plumbing fixtures and installation of the Work.
C. The Contractor shall be responsible for scheduling all tests and inspections with municipal building inspectors.

1.5 APPLICATOR QUALIFICATIONS
A. Company specializing in plumbing installation.
B. Minimum of five (5) years documented experience.
C. Licensed to do business as a plumbing contractor in the state of California.

PART 2 - PRODUCTS

2.1 GENERAL
A. Only submitted and approved materials shall be utilized.
B. No products utilized within this project shall contain asbestos.

2.2 FLOOR DRAINS
A. Cast-Iron, Two-Stage Floor Drain, Combination Invertable Membrane Clamp and Adjustable Collar with Seepage Slots at each Stage and Polished Bronze Perforated Standpipe Strainer and Polished Bronze Dome:
1. Basis of Design: Subject to compliance with requirements, provide Z415S with Type “S” Strainer; Zurn
2. Standard: ASME A112.6.4, for general-purpose drains.
4. Dimension of Body: Match existing.
5. Outlet: Bottom.
6. Strainer: Perforated, bronze, with stainless mesh screen over dome and standpipe
7. Standpipe Length: Sufficient length for cleanout to be on top of soil

B. Hot dipped galvanized cast-iron drains.
C. Integral non-puncturing flashing clamp device.
D. Provide strainers and clamping rings of the appropriate size for the drains.

2.3 PIPING
A. All fittings shall be long radius.
B. Cast-Iron hubless pipe and fittings shall conform to CISPI 301 with CISPI 310 coupling joints.
C. Cast-Iron hub and spigot pipe and fittings shall conform to ASTM A-74 with ASTM C-564 rubber compression gaskets joints.

2.4 ACCESSORIES
A. Fasteners: Type 316 Stainless Steel.
B. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

PART 3 - EXECUTION
3.1 GENERAL
A. Provide and install strainers, clamping rings and accessories to obtain a fully functional drainage system.
B. All work shall conform to the California Plumbing Code.
C. The Contractor shall responsible for locating and avoiding all hidden construction while installing Work. The Contractor is solely responsible for making all investigations required to install the Work without damage to other building components. Any such damage shall be repaired at the Contractor’s expense and to the College’s satisfaction. In the event that the Contractor’s repairs are unacceptable to the College, the College will take corrective action and back-charge the Contractor for all restoration costs resulting from the failure to satisfactorily restore the building to original condition.
D. Closely coordinate all drain Work with that specified in Division 07.

3.2 EXAMINATION
A. Prior to demolishing the existing roof system, the Contractor shall examine all drains to determine if the existing drains are serviceable.
B. The Contractor shall provide the College with a written statement of the existing drain serviceability prior to demolition.
C. The Contractor shall provide the College with a written letter stating the proposed modified drainage system can be installed without damage to the existing structure or appurtenances.
D. The Contractor shall immediately report all unacceptable conditions to the College and not proceed until condition is resolved in writing.

3.3 INSTALLATION
A. Install drains at low points of areas according to manufacturer's written installation instructions.
   1. Install flashing collar over flange of drain to prevent leakage between drain and adjoining waterproofing. Maintain integrity of waterproof membranes where penetrated. Do not block drain weep holes.
   2. Install expansion joints, if indicated, in drain outlets.
   3. Position drains for easy access and maintenance.

3.4 CONNECTIONS
A. Tie into existing piping to storm sewer. Repair or replace existing piping and fittings with hubless piping and fittings as required for complete installation of floor drains.
3.5 FLASHING INSTALLATION
   A. Closely coordinate drain Work with waterproofing installation.

3.6 CLEANING OF DRAINAGE SYSTEM
   A. After drain Work and waterproofing is complete, clean all drain piping of debris and clogs such that the system is free flowing.
   B. Utilize “Roto-Rooter” type equipment down from the drain to the storm sewer connections for each drain location.
   C. Clean each drain.
   D. College’s Representative must be present during cleaning. Provide the College 48 hours notice prior to cleaning to arrange for observation of Work.
   E. Site clean-up shall be complete and to the satisfaction of the College.

3.7 FIELD TESTING
   A. Before final acceptance of Work, test each system as in service to demonstrate satisfactory performance.
   B. Immediately correct repairs to unacceptable conditions and retest system to confirm repair performance.

3.8 SITE CLEAN UP
   A. Clean-up shall be complete and to the satisfaction of the College.
   B. Restore all interior and exterior surfaces damaged or soiled by the Contractor’s work to the College’s satisfaction.
   C. Failure to restore surfacing in a satisfactorily manner will result in the College obtaining the service of a specialty contractor to effect satisfactory repairs. All costs incurred by the College for restoration Work shall be the sole responsibility of the Contractor.

3.9 PROTECTION
   A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.
   B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION