



**BID DOCUMENTS & GENERAL CONDITIONS
FOR THE
SAN BERNARDINO COMMUNITY COLLEGE DISTRICT**

**CRAFTON HILLS COLLEGE
Campus Wide Irrigation Upgrades
11711 Sand Canyon Rd, Yucaipa, CA 92399
Project No. CC02- 3626-02
NIB # CC02-3626-02.01**

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
550 E. Hospitality Lane, Suite 200
San Bernardino, CA 92408**

NIB Released: February 11, 2021

Pre-Bid Meeting (Non-mandatory) online via Teams: 10:00 AM PST: February 18, 2021

**Non-Mandatory Job Walk: 11:00 AM PST: February 19, 2021
11711 Sand Canyon Road, Yucaipa CA 92399, BL 1 Maintenance & Operations – Construction
Offices**

**Requests for Information Due: February 22, 2021
Final Addendum Issued: February 25, 2021
Bids Due: 2:00 PM PST March 3, 2021
Bids Opened on March 4, 2021**

Submit Requests for Information to:
Sherri Giffin, Measure CC Bond Program, Program Controls Analyst
Email: sgiffin@sbccd.edu

Submit Proposals To: PlanetBids.com
<https://www.planetbids.com/portal/portal.cfm?CompanyID=29414>
Bidders must be a registered vendor with SBCCD in PlanetBids to submit.

Issued February 11, 2021

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ATTACHMENT 4 - PROJECT SPECIFICATIONS

NOTICE INVITING BIDS

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

NOTICE IS HEREBY GIVEN that the San Bernardino Community College District, acting by and through its Governing Board, hereinafter referred to as “District”, will receive prior to **02:00 PM PDT on the 3rd of March, 2021** sealed bids for the award of a Contract for the following:

PROJECT NAME: CRAFTON HILLS COLLEGE CAMPUS WIDE IRRIGATION UPGRADES

PROJECT NUMBER: CC02- 3626-02

San Bernardino Community College District (“DISTRICT”) desires to engage a qualified Contractor to construct the Project. The Project consists of the full replacement of the irrigation controllers, backflows, master control valves, flow sensors, P.O.C. decoders, communication wire for master control valves and flow meters and all necessary and related equipment and supplies. Replacement of all rotor head in the Crafton Hills College athletic field as specified in the bid documents. All equipment specified within the bid documents shall be purchased and installed by the contractor.

All bids shall be made and presented only on the forms presented by the District. Bids shall be received through the District’s Planet Bids Vendor Portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=29414>.

Bidders must be a registered vendor with SBCCD in Planet Bids to submit. Please refer to Exhibit A of Instructions to Bidders.

Any bids received after the time and date stated above or after any extensions due to material changes will not be opened. Please take notice that PlanetBids’ system will not allow electronic submissions after 2:00 PM PDT. It is recommended that the bid is submitted to allow enough time for the system to upload.

The Contract Time is Sixty {60} calendar days.

CONTRACTOR should consult the General Conditions, Supplementary Conditions, and General Requirements regarding Milestones and Liquidated Damages.

Miscellaneous Information

There will be a non-mandatory Pre-Bid Conference at **10:00AM PST on February 18, 2021**. This will be an online meeting using Microsoft Teams using the following link listed below to login:

Microsoft Teams meeting
Join on your computer or mobile app
[Click here to join the meeting](#)
Join with a video conferencing device
176484854@teams.bjn.vc
Video Conference ID: 112 239 343 9
[Alternate VTC dialing instructions](#)
Or call in (audio only)
[+1 213-204-2377,133375192#](#) United States, Los Angeles
[\(877\) 286-5733,133375192#](#) United States (Toll-free)
Phone Conference ID: 133 375 192#
[Find a local number](#) | [Reset PIN](#)

There will be a non-mandatory Job Walk: **11:00 AM PST on February 19, 2021**
11711 Sand Canyon Road, Yucaipa CA 92399, BL 1 Maintenance & Operations – Construction Offices

Please bring the completed by COVID-19 Safety Plan form. Answer the questions and sign the form. You must have the form to attend the job walk.

Each bidder shall be a licensed contractor pursuant to the California Business and Professions Code, and be licensed to perform the work called for in the Contract Documents. The successful bidder must possess a valid and active Class **C-27 LANDSCAPING CONTRACTOR** License at the time of bid and throughout the duration of this Contract. The Contractor's California State License number shall be clearly stated on the bidder's proposal.

Subcontractors shall be licensed pursuant to California law for the trades necessary to perform the Work called for in the Contract Documents.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the General Conditions.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each bidder shall submit with its bid — on the form furnished with the Contract Documents — a list of the designated subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act, California Public Contract Code section 4100 et seq.

In accordance with California Public Contract Code section 22300, the District will permit the substitution of securities for any moneys withheld by the District to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the District, or with a state or federally chartered bank as the escrow agent, who shall

then pay such moneys to the Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to the Contractor.

Each bidder's bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of bid as a guarantee that the bidder will enter into the proposed Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event of failure to enter into said Contract or provide the necessary documents, said security will be forfeited.

The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the Contract. These per diem rates, including holiday and overtime work, as well as employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the District, and are also available from the Director of the Department of Industrial Relations. Pursuant to California Labor Code section 1720 et seq., it shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

The Contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

Separate payment and performance bonds, each in an amount equal to 100% of the total Contract amount, are required, and shall be provided to the District prior to execution of the Contract and shall be in the form set forth in the Contract Documents.

All bonds (Bid, Performance, and Payment) must be issued by a California admitted surety as defined in California Code of Civil Procedure section 995.120.

Where applicable, bidders must meet the requirements set forth in Public Contract Code section 10115 et seq., Military and Veterans Code section 999 et seq. and California Code of Regulations, Title 2, Section 1896.60 et seq. regarding Disabled Veteran Business Enterprise (“DVBE”) Programs. Forms are included in this Bid Package.

Any request for substitutions pursuant to Public Contract Code section 3400 must be made at the time of Bid on the Substitution Request Form set forth in the Contract Documents and included with the bid.

No telephone or facsimile machine will be available to bidders on the District premises at any time.

It is each bidder’s sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

SAN BERNARDINO COMMUNITY COLLEGE
DISTRICT

INSTRUCTIONS TO BIDDERS

1. **Preparation of Bid Form.** Proposals under these specifications shall be submitted on the blank forms furnished herewith at the time and place stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in, and all proposed prices must be stated clearly and legibly in both words and numerals. All bids must be signed by the bidder in permanent blue ink and submitted in sealed envelopes, bearing on the outside, the bidder's name, address, telephone number, and California Contractor's License number, and the name of the Project for which the bid is submitted. The District reserves the right to reject any bid if all of the above information is not furnished. It is each bidder's sole responsibility to ensure its bid is timely delivered and received at the location designated as specified above. Any bid received at the designated location after the scheduled closing time for receipt of bids shall be returned to the bidder unopened.

2. **Bid Security.** Each bid must be accompanied by one of the following forms of bidder's security: (1) cash; (2) a cashier's check made payable to the District; (3) a certified check made payable to the District; or (4) a bidder's bond executed by a California admitted surety as defined in Code of Civil Procedure section 995.120, made payable to the District, in the form set forth in the Contract Documents. Such bidder's security must be in an amount not less than ten percent (10%) of the maximum amount of such bidder's bid as a guarantee that the bidder will enter into the Contract, if the same is awarded to such bidder, and will provide the required Performance and Payment Bonds, insurance certificates and any other required documents. In the event that a bidder is awarded the Contract and such bidder fails to enter into said Contract or provide the surety bond or bonds within five (5) calendar days after award of the Contract to bidder, said security will be forfeited.

Bidders shall provide a true and accurate copy of the required bid security and a copy of the certified mail receipt (as further explained below) with bid their electronic bid proposal through Planet Bids. Bidders are also required to physically mail the original required bid security via certified mail prior to ensure receipt by the District prior to the bid opening deadline. It is recommended that bidders mail the original bid security early to ensure timely receipt by the District. The District shall not be responsible for any misdirected mail or delays in mail delivery. It is the bidder's sole responsibility to ensure the original required bid security is received by the District prior to the bid opening deadline. Bidders must also include a copy of the certified mail receipt with its electronic bid. Failure to meet these requirements will render the bid non-responsive.

Mail to: SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
Attention: Leilani Nunez
550 E. Hospitality Lane, Suite 200
San Bernardino, CA 92408

3. **Signature.** The bid form, The bid form, all bonds, all designations of subcontractors, the Contractor's Certificate, the Agreement, and all Guarantees must be signed and submitted through PlanetBids <https://www.planetbids.com/portal/portal.cfm?CompanyID=29414> in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid..

If bidder is a corporation, the legal name of the corporation shall first be set forth, together with two signatures: one from the President and one from the Secretary or Assistant Secretary. Alternatively, the signature of other authorized officers or agents may be affixed, if a certified copy of the resolution of the corporate board of directors authorizing them to do so is provided to the District. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal.

If bidder is a partnership, the true name of the firm shall first be set forth, together with the names of all persons comprising the partnership or co-partnership. The bid must be signed by all partners comprising the partnership unless proof in the form of a certified copy of a statement of partnership acknowledging the signer to be a general partner is presented to the District, in which case the general partner may sign.

Bids submitted as joint ventures must so state and be signed by each joint venturer.

Bids submitted by individuals must be signed by the bidder unless an up to date power- of- attorney is on file in the District office, in which case, said person may sign for the individual.

The above rules also apply in the case of the use of a fictitious firm name. In addition, however, where a fictitious name is used, it must be so indicated in the signature.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the Contract Documents may result in the District's rejection of the bid as not being responsive to the Notice Inviting Bids. **No oral or telephonic modification of any bid submitted will be considered.**

5. Erasures, Inconsistent or Illegible Bids. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that the District determines that any bid is unintelligible, inconsistent, or ambiguous, the District may reject such bid as not being responsive to the Notice Inviting Bids.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and become fully acquainted with the conditions relating to the construction and labor so that the facilities, difficulties, and restrictions attending the execution of the work under the Contract are fully understood. Bidders shall thoroughly examine and be familiar with the drawings and specifications and all others documents and requirements that are attached to and/or contained in the Project Manual or other documents issued to bidders. The failure or omission of any bidder to receive or examine any Contract Documents, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall not relieve any bidder from obligations with respect to the bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this Section. Bidders shall not, at any time after submission of the bid, dispute, complain, or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

7. Withdrawal of Bids. Any bid may be withdrawn, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this paragraph, shall be returned upon demand therefor.

No bidder may withdraw any bid for a period of ninety (90) calendar days after the date set for the opening of bids.

8. Agreements, Insurance and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds and insurance endorsements which Contractor will be required to be furnished at the time of execution of the Agreement, are included in the bid documents and should be carefully examined by the bidder. The

number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is three (3). Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure 995.120.

9. Interpretation of Plans and Documents/Pre-Bid Clarification. If any prospective bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions, a written request for an interpretation or correction thereof may be submitted to the District. The bidder submitting the request shall be responsible for its prompt delivery. **Any interpretation or correction of the Contract Documents will only be made by Addendum duly issued, and a copy of such Addendum will be made available for each contractor receiving a set of the Contract Documents.** No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the District. If discrepancies on drawings, specifications or elsewhere in the Contract Documents are not covered by addenda, bidder shall include in their bid methods of construction and materials for the higher quality and complete assembly. Each request for clarification shall be submitted in writing, via email, to only the following persons:

TO: Sherri Giffin, sgiffin@sbccd.edu
Program Controls Analyst, Measure CC Bond Program

Each transmitted request shall contain the name of the person and/or firm filing the request, address, telephone, and fax number, Specifications and/or Drawing number. Bidder is responsible for the legibility of hand written requests. Pre-bid clarification request shall be filed a minimum of **six (6)** days prior to bid opening. Requests received less than **six (6)** days before bid opening shall not be considered or responded to. A written response to timely pre-bid clarifications requests which materially affects the bidders price will be made by Addendum issued by the District not less than seventy-two (72) hours prior to bid opening.

10. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one prime bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders. **Each bid must conform and be responsive to the Contract Documents as defined in the General Conditions.**

12. Bid Protest Procedure. Any bidder may file a bid protest. The protest shall be filed in writing with the District's Director Facilities Planning, Emergency Management & Construction not more than five (5) business days after the date of the bid opening. An e-mail address shall be provided and by filing the protest, protesting bidder consents to receipt of e-mail notices for purposes of the protest and protest related questions and protest appeal, if applicable. The protest shall specify the reasons and facts upon which the protest is based.

a. Resolution of Bid Controversy: Once the bid protest is received, the apparent lowest responsible bidder will be notified of the protest and the evidence presented. If appropriate, the apparent low bidder will be given an opportunity to rebut the evidence and present evidence that the apparent low

bidder should be allowed to perform the Work. If deemed appropriate by the District, an informal hearing will be held. District will issue a written decision within fifteen (15) calendar days of receipt of the protest, unless factors beyond the District's reasonable control prevent such resolution. The decision on the bid protest will be copied to all parties involved in the protest.

b. Appeal: If the protesting bidder or the apparent low bidder is not satisfied with the decision, the matter may be appealed to the Vice Chancellor, or his or her designee, within three (3) business days after receipt of the District's written decision on the bid protest. The appeal must be in writing and sent via overnight registered mail with all accompanying information relied upon for the appeal and an e-mail address from which questions and responses may be provided to:

San Bernardino Community College District

Business Department

550 E. Hospitality Lane, Suite 200

San Bernardino, CA 92408

c. Appeal Review: The Vice Chancellor or his or her designee shall review the decision on the bid protest from the Director of Facilities Planning, Emergency Management & Construction and issue a written response to the appeal, or if appropriate, appoint a Hearing Office to conduct a hearing and issue a written decision. The written decision of the Vice Chancellor or the Hearing Officer shall be rendered within fifteen (15) calendar days and shall state the basis for the decision. The decision concerning the appeal will be final and not subject to any further appeals.

d. Reservation of Rights to Proceed with Project Pending Appeal. The District reserves the right to proceed to award the Project and commence construction pending an Appeal. If there is State Funding or a critical completion deadline, the District may choose to shorten the time limits set forth in this Section if written notice is provided to the protesting party. E-mailed notice with a written confirmation sent by First Class Mail shall be sufficient to constitute written notice. If there is no written response to a written notice shortening time, the District may proceed with the award.

e. Finality. Failure to comply with this Bid Protest Procedure shall constitute a waiver of the right to protest and shall constitute a failure to exhaust the protesting bidder's administrative remedies.

13. Alternates. If alternate bids are called for, the Contract may be awarded at the election of the Governing Board to the lowest responsible and responsive bidder using the method and procedures outlined in the Notice Inviting Bids and as specified in the section entitled Alternate/Deductive Bid Alternates.

a. Subcontractor Listing for Alternates. If alternate bids are called for and the bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate.

14. Evidence of Responsibility. Upon the request of the District, a bidder whose bid is under consideration for the award of the Contract shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, surety and insurance claims experience, construction experience, completion ability, workload, organization available for the performance of the Contract, and other factors pertinent to a Project of the scope and complexity involved.

15. Listing Subcontractors. Each bidder shall submit with his bid, on the form furnished with the Contract Documents, a list of the names, license numbers, scopes of work, locations of the places of business, contact information, and Department of Industrial Relations ("DIR") registration numbers of each subcontractor who will perform work or labor or render service to the bidder in or about the project,

or a subcontractor who under subcontract to the bidder, specially fabricates and installs a portion of the work, in an amount in excess of one-half of 1 percent of the bidder's total bid as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100, et seq.) Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

16. Workers' Compensation. In accordance with the provisions of Labor Code section 3700, the successful bidder as the Contractor shall secure payment of compensation to all employees. The Contractor shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as a part of the Bid Documents.

17. Contractor's License. To perform the work required by this notice, the Contractor must possess the Contractor's License as specified in the Notice Inviting Bids, and the Contractor must maintain the license throughout the duration of the contract. If, at the time of bid, bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code for the State of California and the Notice to Contractors calling for bids, such bid will not be considered and the Contractor will forfeit its bid security to the District.

18. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. The Contractor agrees to comply with applicable federal and California laws, including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code section 12900 and Labor Code section 1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by such Contractor.

19. Preference for Materials and Substitutions.

a. One Product Specified. Unless the Plans and Specifications state that no Substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, construction, or any specific name, make, trade name, or catalog number, with or without the words, "or equal," such specification shall be read as if the language "or equal" is incorporated.

b. Request for Substitution. Bidder may, unless otherwise stated, offer any material, process, article, etc., which is materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a Substitution for a Specified Item, such bidder must make a request in writing on the District's Substitution Request Form ("Request Form") and submit the completed Request Form with the bidder's bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- 1) Is equal in quality, service, and ability to the Specified Item as demonstrated by a side by side comparison of key characteristics and performance criteria (CSI comparison chart);
- 2) Will entail no changes in detail, construction and scheduling of related work;
- 3) Will be acceptable in consideration of the required design and artistic effect;
- 4) Will provide no cost disadvantage to the District;

- 5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- 6) Will require no change in the Contract Time.

In completing the Request Form, bidder must state with respect to each requested substitution whether bidder will agree to provide the Specified Item in the event that the District denies bidder's request for substitution of a Specified Item. In the event that bidder does not agree in the Request Form to provide the Specified Item and the District denies the requested Substitution, the bidder's bid shall be considered non-responsive and the District may award the Contract to the next lowest bidder or in its sole discretion, release all bidders. In the event that bidder has agreed in the Request Form to provide the Specified Item and the District denies bidder's requested substitution for a Specified Item, bidder shall execute the Agreement and provide the Specified Item without any additional cost or charge to the District, and if bidder fails to execute the Agreement with the Specified Item(s), bidder's bid bond will be forfeited.

After the bids are opened, the apparent lowest bidder shall provide, within five (5) calendar days of opening such bids, any and all Drawings, Specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by bidder, the District will make its final decision as to whether the bidder's request for Substitution for any Specified Items will be granted. The District shall have sole discretion in deciding as to whether a proposed request for Substitution is equal to or better than a Specified Item. Any request for Substitution which is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any Substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the Substitution. Any and all risks of delay due to DSA, or any other governmental agency having jurisdiction shall be on the bidder.

20. Disqualification of Bidders and Proposals. More than one proposal for the same work from any individual, firm, partnership, corporation, or association under the same or different names will not be accepted; and reasonable grounds for believing that any bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such bidder is interested and the bidder will forfeit their bid security to the District.

21. Unbalanced or Altered Bids. Proposals in which the prices are obviously unbalanced, and those which are incomplete or show any alteration of form, or contain any additions or conditional or alternate bids that are not called for or otherwise permitted, may be rejected. A proposal on which the signature of the bidder has been omitted may be rejected. If, in the District's sole discretion, it determines any pricing, costs or other information submitted by a bidder may result in an unbalanced bid, the District may deem such bid non-responsive. A bid may be determined by the District to be unbalanced if the bid is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the bid will result in the lowest overall cost to the District even though it may be the low evaluated bid, or if it is so unbalanced as to be tantamount to allowing an advanced payment.

22. Employment of Apprentices. The Contractor and all Subcontractors shall comply with the provisions of California Labor Code including, but not limited to sections 1777.5, 1777.6, and 1777.7 concerning the employment of apprentices. The Contractor and any Subcontractor under him shall comply with the requirements of said sections, including applicable portions of all subsequent

amendments in the employment of apprentices; however, the Contractor shall have full responsibility for compliance with said Labor Code sections, for all apprenticeable occupations, regardless of any other contractual or employment relationships alleged to exist.

23. Non-Collusion Declaration. Public Contract Code section 7106 requires bidders to submit declaration of non-collusion with their bids. This form is included with the bid documents and must be signed and dated by the bidder under penalty of perjury.

24. Wage Rates, Travel and Subsistence.

a. The Contractor and all subcontractors shall comply with the requirements set forth in Division 2, Part 7, Chapter 1 of the Labor Code. Pursuant to Labor Code section 1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Copies are available from the District to any interested party on request and are also available from the Director of the Department of Industrial Relations. The Contractor shall obtain copies of the above-referenced prevailing wage sheets and post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

b. Any worker employed to perform work on the Project and such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

c. Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

d. These per diem rates, including holiday and overtime work, and employer payments for health and welfare, pension, vacation, and similar purposes, are on file at the administrative office of the District, located as noted above and are also available from the Director of the Department of Industrial Relations. It is the Contractor's responsibility to ensure the appropriate prevailing rates of per diem wages are paid for each classification. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any subcontractor under such Contractor, to pay not less than the said specified rates to all workers employed by them in the execution of the Contract.

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

This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with DIR and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the

duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

26. No Telephone or Facsimile Availability. No telephone or facsimile machine will be available to bidders on the District premises at any time.

27. Obtaining Bidding Documents. Bidding Documents, may be obtained from the District's website at: http://www.sbccd.org/Facilities_Planning_and_Construction/Construction_Bid_Opportunities

Bidder shall utilize a complete set of Bidding Documents in preparing a bid. The failure or omission of bidder to receive any Bidding Document, form, instrument, Addendum, or other document shall not relieve bidder from any obligations with respect to the bid and/or Contract.

28. Addenda. Clarification or any other notice of a change in the Bidding Documents will be issued only by the District and only in the form of a written Addendum, transmitted by fax, e-mail, or available for pick up to all who are known by the issuing office to have received a complete set of Bidding Documents. Any other purported Addenda are void and unenforceable.

Bidder is responsible for ascertaining the disposition of all Addenda issued regardless of District notification and to acknowledge all Addenda in the submitted sealed bid prior to the bid opening. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for inspection. Each Addendum will be numbered, dated, and identified with the Project number. Oral statements or any instructions in any form, other than Addendum as described above, shall be void and unenforceable. Addenda issued by the District and not noted as being acknowledged by bidder as required in the Bid Form, may result in the bid being deemed non-responsive.

29. CUPCCAA. This Project is being let in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. If applicable, only Contractors included on the District's Qualified List shall submit bids for the Project as set forth in the CUPCCAA.

30. Debarment. Bidder may also be subject to debarment, in addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or,
- d. Made or submitted a false claim against the District or any other public entity (See Government Code section 12650, et seq., and Penal Code section 72)

EXHIBIT A

SBCCD PlanetBids Vendor Portal

Please register with the District via its PlanetBids Vendor Portal at:

<https://www.planetbids.com/portal/portal.cfm?CompanyID=29414>



CHECKLIST OF MANDATORY BID FORMS

(For Contractor's use and reference only. Additional documents may be required so bidders should carefully review all Contract Documents and Bid Documents)

- ☐ Designation of Subcontractors
- ☐ Bid Form
- ☐ Contractor's Certificate Regarding Workers Compensation
- ☐ Non-Collusion Declaration
- ☐ Bid Bond (or Bid Guarantee form if Security is other than Bid Bond)
- ☐ Substitution Request Form (If Substitution Request Form is not submitted then NO Substitutions will be allowed after the bids are opened)
- ☐ Acknowledgment of Bidding Practices Regarding Indemnity
- ☐ DVBE Participation Statement
- ☐ Contractor's Certificate Regarding Drug-Free Work Place
- ☐ Contractor's Certificate Regarding Tobacco-Free Campus Policy
- ☐ Acknowledgment of SBCCD COVID-19 Safety Plan

PROJECT NAME:	Crafton Hills College Campus Wide Irrigation Upgrades		
PROJECT NUMBER:	CC02-3626-02		
TO:	Sherri Giffin	EMAIL:	sgiffin@sbccd.edu

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:	
RESPONSE TO CLARIFICATION:	

Crafton Hills College Campus Wide Irrigation Upgrades San Bernardino Community College District

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each Bidder shall set forth below: (a) the name, license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor, who will perform work or labor or work or improvement to be performed under this Contract, or a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the work or improvements according to detailed Drawings contained in the Plans and Specifications in an amount in excess of one-half of one percent of the Contractor's total bid; and (b) the portion and description of the work which will be done by each subcontractor under this Act. The Contractor shall list only one subcontractor for each such portion as is defined by the Contractor in this bid. All subcontractors shall be properly licensed by the California State Licensing Board.

If a Contractor fails to specify a subcontractor, or if a Contractor specifies more than one subcontractor for the same portion of work to be performed under the Contract in excess of one-half of one percent of the Contractor's total bid, the Contractor shall be deemed to have agreed that the Contractor is fully qualified to perform that portion, and that the Contractor alone shall perform that portion.

No Contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontractor to be voluntarily assigned or transferred or allow the relevant portion of the work to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Contractor's total bid where the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Contractor's total bid where no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding, reduced to writing as a public record, of the authority awarding this Contract setting forth the facts constituting the emergency or necessity.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

NOTE: If alternate bids are called for and bidder intends to use different or additional subcontractors on the alternates, a separate list of subcontractors must be provided for each such Alternate.

DESIGNATION OF SUBCONTRACTORS FORM

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	<i>E-Mail & Telephone*</i>

Scope of Work	Name of Subcontractor	Location & Place of Business	License Type and Number	DIR Registration Number	E-Mail & Telephone*

* This information must be provided at the time of submission of bid or must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities or other differences in any subsequent Subcontractor Designation Forms submitted by the bidder.

Proper Name of Bidder:

Date:

Name:

Signature of Bidder

Representative:

Address:

Phone:

BID FORM

FOR

**CRAFTON HILLS COLLEGE
Campus Wide Irrigation Upgrades
11711 Sand Canyon Rd, Yucaipa, CA 92399
Project No. CC02- 3626-02
NIB # CC02-3626-02.01**

FOR

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

CONTRACTOR
NAME:

ADDRESS:

TELEPHONE:

() _____

FAX:

() _____

EMAIL

TO: San Bernardino Community College District, acting by and through its Governing Board, herein called "District".

1. Pursuant to and in compliance with your Notice Inviting Bids and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract, the local conditions affecting the performance of the Contract, the cost of the work at the place where the work is to be done, with the Drawings and Specifications, and other Contract Documents, hereby proposes and agrees to perform within the time stipulated, the Contract, including all of its component parts, and everything required to be performed, including its acceptance by the District, and to provide and furnish any and all labor, materials, tools, expendable equipment, and utility and transportation services necessary to perform the Contract and complete all of the Work in a workmanlike manner required in connection with the construction of:

NIB # CC02-3626-02.01

Crafton Hills College Campus Wide Irrigation Upgrades

in the District described above, all in strict conformance with the drawings and other Contract Documents on file at the Planet Bids website of said District for amounts set forth herein.

2. BIDDER ACKNOWLEDGES THE FOLLOWING ADDENDUM:

Number	Number	Number	Number	Number	Number	Number	Number
_____	_____	_____	_____	_____	_____	_____	_____

Acknowledge the inclusion of all addenda issued prior to bid in the blanks provided above. Your failure to do so may render your bid non-responsive.

3. TOTAL CASH PURCHASE PRICE IN WORDS & NUMBERS:

_____ DOLLARS

(\$ _____)

4. TIME FOR COMPLETION: The District may give a notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received the notice to proceed, the Contractor shall complete the work in the time specified in the Agreement. By submitting this bid, Contractor has thoroughly studied this Project and agrees that the Contract Time for this Project is adequate for the timely and proper completion of the Project. Further, Contractor has included in the analysis of the time required for this Project, Rain Days, Governmental Delays, and the requisite time to complete Punch List.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause a hardship to it, the Contractor may terminate the contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder, if applicable.

It is understood that the District reserves the right to reject any or all bids and/or waive any irregularities or informalities in this bid or in the bid process. The Contractor understands that it may not withdraw this bid for a period of ninety (90) days after the date set for the opening of bids.

5. Attached is bid security in the amount of not less than ten percent (10%) of the bid:

Bid bond (10% of the Bid), certified check, or cashier's check (circle one)

6. The required List of Designated Subcontractors is attached hereto.

7. The required Non-Collusion Declaration is attached hereto.

8. The Substitution Request Form, if applicable, is attached hereto.

9. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a Contract in the form attached hereto in accordance with the bid as accepted, and that he or she will also furnish and deliver to the District the Performance Bond and Payment Bond, all within five (5) calendar days after award of Contract, and that the work under the Contract shall be commenced by the undersigned bidder, if awarded the Contract, by the start date provided in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the Contract Documents.

10. The names of all persons interested in the foregoing proposal as principals are as follows:

(IMPORTANT NOTICE: If bidder or other interested person is a corporation, state the legal name of such corporation, as well as the names of the president, secretary, treasurer, and manager thereof; if a co-partnership, state the true names of the firm, as well as the names of all individual co-partners comprising the firm; if bidder or other interested person is an individual, state the first and last names in full.)

11. PROTEST PROCEDURES. If there is a bid protest, the grounds shall be submitted as set forth in the Instructions to Bidders.

12. The undersigned bidder shall be licensed and shall provide the following California Contractor's license information:

License Number: _____

License Expiration Date: _____

Name on License: _____

Class of License: _____

DIR Registration Number: _____

If the bidder is a joint venture, each member of the joint venture must include the above information.

13. Time is of the essence regarding this Contract, therefore, in the event the bidder to whom the Contract is awarded fails or refuses to post the required bonds and return executed copies of the Agreement form within five (5) calendar days from the date of receiving the Notice of Award, the District may declare the bidder's bid deposit or bond forfeited as damages.

14. The bidder declares that he/she has carefully examined the location of the proposed Project, that he/she has examined the Contract Documents, including the Plans, General Conditions, Supplemental Conditions, Addenda, and Specifications, all others documents and requirements that are attached to and/or contained in the Project Manual, all other documents issued to bidders and read the accompanying instructions to bidders, and hereby proposes and agrees, if this proposal is accepted, to furnish all materials and do all work required to complete the said work in accordance with the Contract Documents, in the time and manner therein prescribed for the unit cost and lump sum amounts set forth in this Bid Form.

15. DEBARMENT. In addition to seeking remedies for False Claims under Government Code section 12650 et seq. and Penal Code section 72, the District may debar a Contractor pursuant to Article 15 of the General Conditions if the Board, or the Board may designate a hearing officer who, in his or her discretion, finds the Contractor has done any of the following:

- a. Intentionally or with reckless disregard, violated any term of a contract with the District;
- b. Committed an act or omission which reflects on the Contractor's quality, fitness or capacity to perform work for the District;
- c. Committed an act or offense which indicates a lack of business integrity or business honesty; or
- d. Made or submitted a false claim against the District or any other public entity. (See Government Code section 12650, et seq., and Penal Code section 72)

16. DESIGNATION OF SUBCONTRACTORS. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall list subcontractors on the District's form Subcontractor list. This subcontractor list shall be submitted with the bid and is a required form

I agree to receive service of notices at the e-mail address listed below.

I the below-indicated bidder, declare under penalty of perjury that the information provided and representations made in this bid are true and correct.

Proper Name of Company

Name of Bidder Representative

Street Address

City, State, and Zip

()
Phone Number

()
Fax Number

E-Mail

By: _____ Date: _____
Signature of Bidder Representative

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the true name of the firm shall be set forth above, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

All signatures must be made in permanent blue ink.

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION
FORM

Labor Code section 3700 in relevant part provides:

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

1. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
2. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to employees.
3. For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of Labor Code section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provision before commencing the performance of the work of this Contract.

(Signature)

(Print)

(Date)

In accordance with Article 5 (commencing at section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and submitted with the Contractor's bid.

NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ [Title] of _____ [Name of Company], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [Date], at _____ [City], _____ [State].

Signed: _____

Typed Name: _____

BID GUARANTEE FORM

(Use only when not using a Bid Bond)

Accompanying this proposal is a cashier's check payable to the order of the San Bernardino Community College District or a certified check payable to the order of the San Bernardino Community College District in an amount equal to ten percent (10%) of the base bid and alternates (\$_____).

The proceeds of this check shall become the property of said District, if, this proposal shall be accepted by the District through the District's Governing Board, and the undersigned fails to execute a Contract with and furnish the sureties required by the District within the required time; otherwise, said check is to be returned to the undersigned.

Bidder

Note: Use this form, in lieu of Bid Bond form, when a cashier's check or certified check is accompanying the bid

BID BOND FORM

KNOW ALL MEN BY THESE PRESENT that we, the undersigned, (hereafter called "Principal"), and _____ (hereafter called "Surety"), are hereby held and firmly bound unto the San Bernardino Community College District (hereafter called "District") in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors, and assigns.

SIGNED this _____ day of _____, 20____.

The condition of the above obligation is such that whereas the Principal has submitted to the District a certain Bid, attached hereto and hereby made a part hereof, to enter into a Contract in _____ writing _____ for _____ the _____ construction _____ of _____.

NOW, THEREFORE,

- a. If said Bid is rejected, or
- b. If said Bid is accepted and the Principal executes and delivers a Contract or the attached Agreement form within five (5) calendar days after acceptance (properly completed in accordance with said Bid), and furnishes bonds for his faithful performance of said Contract and for payment of all persons performing labor or furnishing materials in connection therewith,

Then this obligation shall be void; otherwise, the same shall remain in force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract, or the call for bids, or the work to be performed thereunder, or the specifications accompanying the same, shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of said Contract, or the call for bids, or the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including without limitation, attorneys' fees to be fixed by the court.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on the day and year first set forth above.

(Corporate Seal)

By _____
Principal's Signature

Typed or Printed Name

Principal's Title

(Corporate Seal)

By _____
Surety's Signature

Typed or Printed Name

Title

(Attached Attorney in Fact Certificate)

Surety's Name

Surety's Address

Surety's Phone Number

IMPORTANT:

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant, or loan funds, it must also appear on the Treasury Department's most current list (Circular 570 as amended).

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service of process in California if different from above)

(Telephone Number of Surety and agent or
representative for service of process in California).

REQUEST FOR SUBSTITUTION AT TIME OF BID

Pursuant to Public Contract Code section 3400, bidder submits the following request to Substitute with the bid that is submitted. I understand that if the request to substitute is not an “or equal” or is not accepted by District and I answer “no” I will not provide the specified item, then I will be held non-responsive and my bid will be rejected. With this understanding, I hereby request Substitution of the following articles, devices, equipment, products, materials, fixtures, patented processes, forms, methods, or types of construction:

	Specification Section	Specified Item	Requested Substituted Item	Contractor Agrees to Provide Specified Item if request to Substitute is Denied ¹ (circle one)	District Decision (circle one)
1.				Yes No	Grant Deny
2.				Yes No	Grant Deny
3.				Yes No	Grant Deny
4.				Yes No	Grant Deny
5.				Yes No	Grant Deny
6.				Yes No	Grant Deny
7.				Yes No	Grant Deny
8.				Yes No	Grant Deny
9.				Yes No	Grant Deny
10.				Yes No	Grant Deny
11.				Yes No	Grant Deny
12.				Yes No	Grant Deny

This Request Form must be accompanied by evidence as to whether the proposed Substitution (1) is equal in quality, service, and ability to the Specified Item; (2) will entail no change in detail, construction, and scheduling of related work; (3) will be acceptable in consideration of the required design and artistic effect; (4) will provide no cost disadvantage to the District; (5) will require no

¹ Bidder must state whether bidder will provide the Specified Item in the event the Substitution request is evaluate and denied. If bidder states that bidder will not provide the Specified Item the denial of a request to Substitute shall result in the rejection of the bidder as non-responsive. However, if bidder states that bidder will provide the Specified Item in the event that bidder's request for Substitution is denied, bidder shall execute the Agreement and provide the Specified Item(s). If bidder refuses to execute the Agreement due to the District's decision to require the Specified Item(s) at no additional cost, bidder's Bid Bond shall be forfeited.

excessive or more expensive maintenance, including adequacy and availability of replacement parts; (6) will require no change of the construction schedule or milestones for the Project; and, (7) Contractor agrees to pay for any DSA Fees or other Governmental Plan check costs associated with this Substitution Request. (See General Conditions Section 3.6)

The undersigned states that the following paragraphs are correct:

1. The proposed Substitution does not affect the dimensions shown on the Drawings.
2. The undersigned will pay for changes to the building design, including Architect, engineering, or other consultant design, detailing, DSA plan check or other governmental plan check costs, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse effect on other trades, the Contract Time, or specified warranty requirements.
4. Maintenance and service parts will be available locally for the proposed substitution.
5. In order for the Architect to properly review the substitution request, within five (5) days following the opening of bids, the Contractor shall provide samples, test criteria, manufacturer information, and any other documents requested by Architect or Architect's engineers or consultants, including the submissions that would ordinarily be required under Article 3.7 for Shop Drawings along with a document which provides a side by side comparison of key characteristics and performance criteria (often known as a CSI side by side comparison chart).
6. If Substitution Request is accepted by the District, Contractor is still required to provide a Submittal for the substituted item pursuant to Article 3.7 and shall provide required Schedule information (including schedule fragments, if applicable) for the substituted item as required under Article 8.3.2.1. The approval of the Architect, Engineer, or District of the substitution request does not mean that the Contractor is relieved of Contractor's responsibilities for Submittals, Shop Drawings, and schedules under Article 3.7 and 8.3.2 if the Contractor is awarded the Project.

Name of Bidder: _____

By: _____

District: _____

By: _____

ACKNOWLEDGMENT OF BIDDING PRACTICES REGARDING INDEMNITY FORM

TO: San Bernardino Community College District

RE: Project Number _____

Construction Contract for _____

Please be advised that with respect to the above-referenced Project the undersigned Contractor on behalf of itself and all subcontractors hereby waives the benefits and protection of Labor Code section 3864, which provides:

“If an action as provided in this chapter is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement to do so executed prior to the injury.”

This Agreement has been signed by an authorized representative of the contracting party and shall be binding upon its successors and assignees. The undersigned further agrees to promptly notify the District of any changes of ownership of the contracting party or any subcontractor while this Agreement is in force.

Contracting Party

Name of Agent/Title

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION
STATEMENT

Each bidder must complete this form in order to comply with the San Bernardino Community College District ("District") policy for participation of disabled veteran business enterprises.

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers. **Check only one of the following:**

- ☐ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.
- ☐ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____ dollars (\$_____), which represents approximately _____ percent (____%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

CONTRACTOR'S CERTIFICATE REGARDING DRUG-FREE WORKPLACE

This Drug-Free Workplace Certification form is required from all successful bidders pursuant to the requirements mandated by Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by performing certain specified acts. In addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination of the contract or grant, and the Contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

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

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will (a) publish a statement notifying employees concerning the prohibition of controlled substance at the workplace, (b) establish a drug-free awareness program, and (c) require each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a) and require such employee agree to abide by the terms of that statement.

I also understand that if the San Bernardino Community College District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

DATE: _____

CONTRACTOR

By: _____
Signature

CONTRACTOR'S CERTIFICATE REGARDING TOBACCO-FREE CAMPUS POLICY

The Contractor agrees that it will abide by and implement the District's Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to District property at all times.

DATE: _____

CONTRACTOR

By: _____
Signature

SBCCD COVID-19 Safety Plan

The Contractor is expected to implement the following as part of their site operating procedures and Site Safety Plan. Additional procedures may be added if desired.

PUBLIC HEALTH REQUIREMENTS

Health Questionnaire – All workers and visitors entering the site will be asked a series of questions (listed below) to determine the likelihood of COVID-19 infection. If the answers to the questions may indicate COVID-19 infection, the person will be asked to go home and return when they have met the Centers for Disease Control and Prevention (CDC) guidance for return to work after COVID-19 infection, or they are issued a medical clearance from their health care provider.

Temperature Checks – All workers and visitors entering the site may be required to have their temperatures checked before proceeding on site. Any persons exhibiting a high temperature (above 1000° F) will be denied access until their temperature recedes, they meet the CDC criteria for return to work after COVID-19 infection, or they are issued a medical clearance from their health care provider.

Face Coverings – All workers and visitors entering the site must wear face coverings at all times. The face covering must cover the mouth and nose. San Bernardino Community College District recognizes that this may surpass the public-health guidance issued by San Bernardino County and State of California; however, the District strives to maintain a safe environment for the entire campus community, including our vendors and contractors.

Face coverings must also be worn when conducting non-construction related activities, such as dropping off items at a District site or campus, conversing with District employees or members of the public, etc.

Physical Distancing – All workers and visitors are expected to maintain distancing of at least six feet from each other, to the greatest extent possible, while on site. There may be some construction activities which require closer contact between two workers; however, these activities should be identified ahead of time, and the contractor must work toward minimizing both the frequency and length of time of such activities.

STAFF CONSIDERATIONS

The contractor must identify project staff members who fall under one of the following groups.

The categorization will determine the frequency with which those staff members can visit the work site.

- **Construction Coordination Team** – Meetings to be held remotely/online, via Zoom or Microsoft Teams.
- **Construction Management Team** – Onsite visits are limited to roughly once a week.
- **Safety & Environmental Health Team** – Onsite visits as needed.
- **Design Team** – Onsite visits only when absolutely required.
- **Non-Contractor Staff Working Full Time** (e.g. Inspector of Record) – Onsite presence is permitted, but staff should remain in a separate space for office use to minimize contact with other on-site staff.

CONTRACTOR RESPONSIBILITIES

The General Contractor must work with the Construction Management Team to create a project specific COVID-19 Safety Plan that includes the following. The Contractor may seek input from specialists in Safety & Environmental Health.

- At a minimum, the Contractor must follow all applicable State and County regulations pertaining to COVID-19 infection control, including, but not limited to, the use of face coverings and physical distancing guidelines.
- The Contractor must also incorporate guidelines mentioned in the most recent version of the State's COVID-19 Industry Guidance for Construction: <https://covid19.ca.gov/industryguidance/>
- The Contractor must install barrier fencing at the perimeter of the work site.
- The Contractor must install signage at the perimeter alerting workers and visitors to the appropriate work site entrance and point of contact for medical screening.
- The Contractor must provide adequate devices to maintain personal hygiene, including hand-washing and hand sanitizing stations.
- The Contractor must post COVID-19 safety and infection control signage throughout the work site.
- The Contractor must maintain a daily log of all workers and visitors who enter the site. Details should include area visited, persons spoken to (if applicable), and entrance/exit times.
- The Contractor must ensure that the work area is sufficiently clean at the conclusion of construction/demolition and prior to turn-over. For indoor spaces, all potential touch points must be disinfected. If necessary, the Contractor may engage the District's Safety and Environmental Health specialist for assistance and verification.

The General Contractor must also conduct a COVID-19 health questionnaire to all workers and visitors on the work site at the beginning of each shift, or at the point of site entry. The questionnaire must include the following questions.

An answer of "Yes" to any of the following questions is grounds for denial of entry, or sending the worker home for the day or until their health condition improves.

- In the past 14 days, have you had contact with someone who has a confirmed case of COVID-19? Count any contact that lasted longer than 15 minutes, closer than 6 feet away.
- Within the past 14 days, have you traveled to/from a country where CDC has issued a Level 3 Travel Advisory? (For the latest CDC travel guidance, visit <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>).
- Within the last 3 days, have you developed any of the following symptoms which may indicate COVID-19 infection?
 - Fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell
- Do you fall under a category that may put you at risk to physically be at work?

ACKNOWLEDGEMENT

By signing below, I understand the requirements of Exhibit A and agree to adhere to and implement these procedures.

Name of Bidder: _____

Signature: _____

Date: _____

[End of Bid Documents to be Submitted with Bid]

AGREEMENT FORM

THIS AGREEMENT, entered into this ____ day of _____, 20__ in the County of Orange of the State of California, by and between the San Bernardino Community College District, hereinafter called the "District", and _____, hereinafter called the "Contractor". Contractor acknowledges that this Project is being awarded in accordance with the California Uniform Public Construction Cost Accounting ("CUPCCAA") set forth in Public Contract Code section 22000 et seq. Bidders shall comply with any requirements set forth in the CUPCCAA including all guidelines and requirements in the current California Uniform Public Construction Cost Accounting Commission Cost Accounting Policies and Procedures Manual. Contractor shall cooperate with the District and provide any requested information or documents as requested by the District to comply with the CUPCCAA including, but not limited to, all Project cost data, invoices, accounting records, payroll records, etc.

WITNESSETH that the District and the Contractor for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The Contractor shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with _____ ("Project") in strict accordance with the Contract Documents enumerated in Article 7 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the Contract Documents and the Contractor protests, in accordance with the Contract Documents, that the act or omission is preventing the Contractor from fully complying with the Contract Documents. Such protest shall not be effective unless reduced to writing and filed with the District office within seven (7) days of the date of occurrence of such act or omission preventing the Contractor from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The District may give notice to proceed within ninety (90) days of the award of the bid by the District. Once the Contractor has received a notice to proceed, the Contractor shall reach Substantial Completion (See Article 1.1.46) of the Work within _____ (____) calendar days from receipt of the Notice to Proceed. This shall be called Contract Time. (See Article 8.1.1). It is expressly understood that time is of the essence.

Contractor has thoroughly studied the Project and has satisfied itself that the time period for this Project was adequate for the timely and proper completion of the Project within each milestone and within the Contract time. Further, Contractor has included in the analysis of the time required for this Project, items set forth in General Conditions Article 8.3.2.1, Submittal Schedules, Rain Day Float, and Governmental Delay Float.

In the event that the District desires to postpone giving the notice to proceed beyond this ninety (90) day period, it is expressly understood that with reasonable notice to the Contractor, giving the notice to proceed may be postponed by the District. It is further expressly understood by the Contractor, that the Contractor shall not be entitled to any claim of additional compensation as a result of the District's postponement of giving the notice to proceed.

If the Contractor believes that a postponement will cause hardship to it, the Contractor may terminate the Contract with written notice to the District within ten (10) days after receipt by the Contractor of the District's notice of postponement. It is further understood by the Contractor that in the event that the Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay the Contractor for the work performed by the Contractor at the time of notification of postponement. Should the Contractor terminate the Contract as a result of a notice of postponement, the District shall have the authority to award the Contract to the next lowest responsible bidder.

ARTICLE 3 - LIQUIDATED DAMAGES: It being impracticable and infeasible to determine the amount of actual damage, it is agreed that the Contractor will pay the District the sum of ONE THOUSAND DOLLARS (\$1,000.00) per calendar day for each and every day of delay beyond the Contract Time set forth in Article 2 of this Agreement (inclusive of Milestones that are critical on the critical path or noted as critical to the District) as liquidated damages and not as a penalty or forfeiture. In the event Liquidated Damages are not paid, the Contractor further agrees that the District may deduct such amount thereof from any money due or that may become due the Contractor under the Contract (See Article 9.6 and 2.2 of the General Conditions).

ARTICLE 4 - CONTRACT PRICE: The District shall pay to the Contractor as full consideration for the faithful performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of _____ DOLLARS (\$_____), said sum being the total amount stipulated in the Bid Contractor submitted. Payment shall be made as set forth in the General Conditions.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to in advance by the Contractor and the District, subject to the monetary limitations set forth in Public Contract Code section 20659. In the event that the Contractor proceeds with a Change in work without an agreement between the District and Contractor regarding the cost of a Change Order, the Contractor waives any Claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor's subcontractors/suppliers/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

(d) Any claims, allegations, penalties, assessments, or liabilities to the extent caused by the Contractor's failure or the failure of any Subcontractor of any tier, to fully comply with the DIR registration requirements under Labor Code section 1725.5 at all times during the performance of any Work on the Project and shall reimburse the District for any penalties assessed against the District arising from any failure by the Contractor or any Subcontractor of any tier from complying with Labor Code sections 1725.5 and 1771.1. Nothing in this paragraph, however, shall require the Contractor or any Subcontractor to be liable to the District or indemnify the District for any penalties caused by the District in accordance with Labor Code section 1773.3 (g).

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids (Refer to attached NIB)
Instructions to Bidders (Refer to attached NIB)
Agreement Form

Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
DVBE Contractor Close-Out Statement Form
General Conditions
Supplementary and Special Conditions
Specifications
All Addenda as Issued
Drawings/Plans
Substitution Request Form
Requirements, Reports and/or Documents in the Project Manual or Other Documents Issued to Bidders (if applicable)

The following are included in the bidder's proposal (attached) and are also included as Contract Documents:

Designation of Subcontractors
Non-Collusion Declaration
Bid Bond/Guarantee Form (Bid Guarantee required if Security is other than Bid Bond)
Bid Form
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Regarding Indemnity
DVBE Participation Statement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Tobacco

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE).

The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein.

1. Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.)
2. California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7 (and Davis Bacon, if applicable) and Article 13.11 of the General Conditions, records of both the District and the Contractor shall be subject to examination and audit for a period of five (5) years after a Final Retention Payment or the Recording of a Notice of Completion, whichever occurs first.

ARTICLE 10 - CONTRACTOR'S LICENSE: The Contractor must possess throughout the Project a Class C-27 Landscaping Contractor's License, issued by the State of California, which must be current and in good standing.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above named parties, on the day and year first above written.

San Bernardino Community College District

CONTRACTOR:

By: _____

Typed or Printed Name

Name: _____

Title

Title: _____

Signature

Dated: _____

Type or Printed Name

Title (Authorized Officers or Agents)

Signature

(CORPORATE SEAL)

PAYMENT BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above

described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____,
personally appeared _____, who proved on the basis of satisfactory
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact
of _____ (Surety) and acknowledged to me that by his/her/their signature(s)
on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must
be attached hereto.

PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SAN BERNARDINO COMMUNITY COLLEGE DISTRICT in the sum of _____ Dollars (\$_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive

notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligees to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligees as hereinafter set forth, 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 and the payment of Liquidated Damages; or, at Obligees' sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligees of the lowest responsible bidder, arrange for a contract between such bidder and the Obligees and make available as Work progresses (even though there should be a default or 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 Price" (as hereinafter defined), 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. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligees under the Contract and any modifications thereto, less the amount previously paid by the Obligees to the Principal, less any withholdings by the Obligees allowed under the Contract. Obligees shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligees may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligees, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligees and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligees is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligees' reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligees and judgment is recovered, the Surety shall pay all costs incurred by the Obligees in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for
service for service of process in California)

Telephone: _____

Telephone: _____

A notary public or other office completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF)

On _____, before me, _____, personally appeared _____, who proved on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) as the Attorney-in-Fact of _____ (Surety) and acknowledged to me that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public in and for said State

(SEAL)

Commission expires:_____

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have installed in _____ has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ One _____ (____1____) year from the date of the Notice of Completion of the above-mentioned structure by the San Bernardino Community College District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within forty eight (48) hours in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefor upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

Countersigned

(Proper Name)

(Proper Name)

By: _____

By: _____

(Signature of Subcontractor or Contractor)

(Signature of General Contractor if for Subcontractor)

Representatives to be contacted for service:

Name: _____

Address: _____

Phone Number: _____

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the San Bernardino Community College District, 550 E. Hospitality Lane, San Bernardino, California 92408, hereinafter called "Owner", and _____ whose address is _____, hereinafter called "Contractor", and _____ whose address is _____, hereinafter called "Escrow Agent".

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

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for Retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the Retention earnings directly to the escrow agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as Retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of the Owner, and shall designate the Contractor as beneficial owner.
2. The Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the Owner makes payments of Retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the 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 the Owner. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the 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 the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the Owner of the notice of default under Article 2.2, Article 9.6 or Article 14, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the Owner.

8. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the 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 payment of fees and charges.

9. Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the 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

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

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

OWNER

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

INSURANCE DOCUMENTS & ENDORSEMENTS

The following insurance endorsements and documents must be provided to the San Bernardino Community College District within five (5) calendar days after receipt of notification of award. If the apparent low bidder fails to provide the documents required below, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders, and the bidder's bid security will be forfeited. All insurance provided by the bidder shall fully comply with the requirements set forth in Article 11 of the General Conditions.

1. **General Liability Insurance:** Certificate of Insurance with all specific insurance coverages set forth in Article 11 of the General Conditions, proper Project description, designation of the District as the Certificate Holder, a statement that the insurance provided is primary to any insurance obtained by the District and minimum of 30 days' cancellation notice. Bidder shall also provide required additional insured endorsement(s) designating all parties required in Article 11 of the General Conditions. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) _____ (Department) _____

(Company) _____

(Street Address) _____

(City) _____ (State) _____ (Zip Code) _____
(_____) _____
(Telephone Number)

2. **Workers' Compensation/ Employer's Liability Insurance:** Certificate of Workers' Compensation Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum of 30 days' cancellation notice, proper Project description, waiver of subrogation and any applicable endorsements.

3. Automobile Liability Insurance: Certificate of Automobile Insurance meeting the coverages and requirements set forth in Article 11 of the General Conditions, minimum 30 days' cancellation notice, any applicable endorsements and a statement that the insurance provided is primary to any insurance obtained by the District.

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)
(_____) _____
(Telephone Number)

DATE: _____

CONTRACTOR

By: _____

Signature

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CONTRACTOR CLOSE-
OUT STATEMENT**

The Contractor shall complete this form, as a condition to Final Payment, for purposes of reporting participation by Disabled Veteran Business Enterprises (DVBE) in the Contract for the Project/Bid No. specified below.

Project Name: _____

Bid No.: _____

DSA No.: _____

Name	Address/Phone	Category of Work*	\$ Amount of Contract

* Categories of work include: (1) construction services (specify services that DVBE will provide); (2) architecture and engineering services; (3) procurement of materials, supplies and equipment; and (4) information technology.

The undersigned, on behalf of the Contractor, certifies that DVBE participation on the Contract for Bid No. _____ equaled _____ dollars (\$ _____), which represents approximately ____ percent (____%) of the total Contract price including change orders for the Project.

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

GENERAL CONDITIONS

ARTICLE 1 DEFINITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the District's Governing Board.

1.1.2 Approval means written authorization through action of the Governing Board. The Governing board has delegated to the Vice Chancellor the authority to approve certain modifications, Change Orders or Immediate Change Directives (Subject to the limits of the Delegation of Authority provided by the Board). In no case shall the Vice Chancellor have authority to approve total Change Orders or Modifications to the Project exceeding 10% of the Contract Sum.

1.1.3 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the Drawings and Specifications for the Project. (See ARTICLE 4)

1.1.4 As-Builts are a set of Plans and Specifications maintained by the Contractor clearly showing all changes, revisions, substitutions, field changes, final locations, and other significant features of the Project. The As-Builts shall be maintained continuously throughout the Work for the Project and is both a prerequisite to the issuance of Payment Application and a requirement for Contract Close-Out. (See Article 3.17)

1.1.5 Beneficial Occupancy is the point in time when a building or buildings are fit for occupancy is fit for occupancy and its intended use. Basic requirements are the building is safe, at or near Substantial Completion, and all fire/ life safety items are approved and operational. The fact that a building is occupied does not mean that the building is ready for Beneficial Occupancy if there are elements that are unsafe or if fire/ life safety items are not approved and operational. Taking occupancy on a structure that is under a fire watch is not considered beneficial occupancy. Further, taking of Beneficial Occupancy is not a point in time when retention is due unless the entire Project has obtained a Certificate of Substantial Completion that meets the definition of 1.1.46.

1.1.6 Claims. A Claim is a request for payment, supported by back-up documentation which includes, invoices time sheets, or other documents substantiating legitimacy or entitlement that is submitted during the Project or immediately following the Project made prior to the Final Retention Payment Application and prior to Final Completion of the Project. A "Claim" means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District. (See Article 4.6)

GENERAL CONDITIONS

1.1.7 Change Order (CO). A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect, stating their agreement upon (1) A description of a change in the Work, (2) The amount of the adjustment in the Contract Sum, if any; and (3) The extent of the adjustment in the Contract Time, if any. (See Article 7.2)

1.1.8 Change Order Request (COR). A COR is a written request supported by backup documentation prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change, or a change that results in an adjustment in cost, time or both, or arising from an RFP, CCD or ICD. (See Article 7.6)

1.1.9 Close-Out means the process for Final Completion of the Project, but also includes the requirements for the DSA Certification that the Project is Complete (See DSA Certification Guide). (See Article 9.9)

1.1.10 Construction Change Document (CCD). A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for work affecting structural, access or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required. (See Article 7.3)

1.1.11 Complete/ Completion/ Final Completion means that all Work in the Contract Documents is finished, the requirements of the Contract Documents have been met, the Project has been Closed Out, and all Work has ceased on the Project. This may also be referred to as Final Completion. In most cases, the recording of a Notice of Completion shall represent Completion of the Project. Beneficial Occupancy does not mean the Work is Complete.

1.1.12 Completion Date is the date when all Work for the Project shall be Substantially Complete and is the date assigned at the end of the Contract Time for the Project. (See Article 1.1.46)

1.1.13 Construction Manager. The Construction Manager is a consultant to the District contracted to assist in Project planning, management and construction of the Project. If there is a Construction Manager, they may assist in various aspects of the Project including, but not limited to Monitoring the progress of the construction, reviewing and monitoring the schedule, progress of work, monitoring pay requests, facilitating communications, advising the District and its Board of Education on various aspects of the construction process, monitoring the RFI, COR, CCD, ICD, RFP, Claims, Disputes and other Project related processes.

1.1.14 Contract or Agreement when the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

1.1.15 Contract Documents (sometimes referred to as Construction Documents) consist of the Agreement between District and Contractor (hereinafter the Agreement or Contract), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a Construction Change Document, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire

GENERAL CONDITIONS

and integrated Agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.16 Contract Time is the time period specified in the Contract Documents in which the Project shall be completed. This is sometimes referred to a Contract Duration, or "time in which the Contractor has to complete the Project". (See Article 8.1.1)

1.1.17 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to "Owner" shall mean "District" or San Bernardino Community College District.

1.1.18 Cure is the act of remedying a material failure to perform under the terms of the Contract Documents during the time provided to correct Contractor's Default. Specific time periods are provided to Cure and Correct a Contractor Default under Article 14 and for a Partial Default under Article 2.2 as well as elsewhere in the Contract Documents.

1.1.19 Days mean calendar days unless otherwise specifically stated.

1.1.20 Default is a material breach of Contract. A Termination for Cause under Article 14 is a declaration of Default of the Contract and shall act as a demand upon the Surety to perform under the terms of the Performance Bond. Partial Defaults may also be tendered to the Surety at District's discretion. (See Article 2.2)

1.1.21 Dispute. A dispute is a disagreement on terms or conditions of the Project where the Contractor's opinion of the Project, Payment, Change Order or Request for Proposal differs from that of the District or Architect. A dispute only rises to the level of a claim once the dispute is assembled with back-up documentation and presented for evaluation. (See Article 4.6)

1.1.22 District Representative is the person designated by the District to represent the District during the Construction for the Project. This District Representative shall have the delegated authority as further defined in Article 1.1.2. This District Representative may be an employee of the District who may have the delegated authority as set forth in Article 1.1.3, and may also include Construction Managers. In some cases, the District and its Board may be assisted by a Construction Manager. When a Construction Manager is assisting the District, the Contractor, Architect, and Inspector shall have a primary contact with the District's Construction Manager who will advise the District.

1.1.23 Drawings/Plans are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including Plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect. Sometimes Drawings will also be included in Addenda, Change Orders, and Specifications.

1.1.24 DSA is the Division of State Architect. DSA is the agency that provides design and construction oversight for K-12 Schools, Community Colleges, and State Funded Charter School Projects. DSA is the responsible agency for this Project and Contractor has submitted a bid for the Project since Contractor is familiar with Contractor's responsibilities under the DSA requirements more thoroughly set

GENERAL CONDITIONS

forth at Title 24 of the California Code of Regulations. Contractor agrees to abide by the jurisdiction of DSA and shall construct the Project to conform with the approved Plans, Specifications, Addenda, and Change Orders (inclusive of approved CCD's and ICD's issued by the District pending CCD approval). See DSA website.

1.1.25 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent threat to the continuation of classes, a critical path delay that will result in not being able to occupy the campus when students arrive to use the facility, danger from the facility or from outside the facility, Act of God, or other action which requires immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.

1.1.26 Float the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. (See Article 8.1.4)

1.1.27 Immediate Change Directive. (ICD) A written order prepared by the Architect and signed by the District and the Architect, directing a change in the Work where the Work must proceed immediately and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. (See Article 7.3)

1.1.28 Inspector of Record (IOR)/ Project Inspector (PI) is the individual retained by the District in accordance with Title 24 of the California Code of Regulations and who will be assigned to the Project

1.1.29 Notice of Non-Compliance (DSA Form 154) is a document issued by the Inspector if there is a deviation from the DSA approved Plans, Specifications, and Change Orders. (See Article 7.1.2)

1.1.30 Payment Application or Certificate of Payment is the Contractor's certified representation of the actual level of Work performed on the Project. Payment Applications are sometimes also called "Certificate of Payment", "Request for Payment", "Payment Application", or similar terms, and shall follow the Schedule of Values that are approved by the Architect, Inspector and District. (See Article 9.3)

1.1.31 Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.32 Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.33 Provide shall include "provide complete in place," that is "furnish and install complete."

1.1.34 Punch List/ Punch Item/ Incomplete Punch Item is a list of minor repair items, prepared after the issuance of a Certificate of Substantial Completion, by the Inspector and Architect of Work required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Closed Out. Issuance of the Retention Payment is dependent of the proper completion of the Punch List. (See Article 9.9)

1.1.34.1 *Contractor's List of Punch Items* is a list of minor repair items the Contractor submits when the Contractor considers the Work Substantially Complete. Submission of this List of

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Incomplete Punch Items is the Contractor's representation that the Project is Substantially Complete. (See Article 9.9.1.1)

1.1.35 Request for Information (RFI) is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions. (See Article 7.4)

1.1.36 Request for Proposal (RFP) is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. (See Article 7.5)

1.1.37 Safety Orders are those issued by any city, county, state or federal agency having jurisdiction over the Project.

1.1.38 Schedule is the Contractor's view of the practical way in which the Work will be accomplished. In this Agreement there is a requirement for a Baseline Schedule and regular Schedule Updates that show all Work to be completed during the Contract Time and shall include all items listed under Article 8.3.2.9. See Article 8 of the General Conditions.

1.1.39 Schedule of Values is a detailed breakdown of the Contract Price for each Project, building, Phase of Work or Site as determined by the District. This Schedule of Values shall adequately detail the price for the Work so Progress Payments Applications can be meaningfully reviewed by the Inspector, Architect of Record, Engineer of Record, and District. (See Article 9.2)

1.1.40 Separate Contracts are Contracts that the District may have with other Contractors, vendors, suppliers, or entities to perform Work on the Project. This may include, but is not limited to Multi-Prime Trade Contractors, furniture installers, testing agencies, clean-up contractors, or network or low voltage contractors. Contractor shall plan for certain other contractors that may also be working on the Project site and address these other contractors in Contractor's Schedule. (See Article 6)

1.1.41 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.42 Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.43 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these Specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.44 Stop Work Order, or an Order to Comply, is issued when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 81133.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order

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1.1.45 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Plans, Drawings, and Specifications of this Work.

1.1.46 Substantial Completion/ Substantially Complete(d) is not reached unless and until each of the following four (4) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch List Items (See Article 9.9); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, and all building systems including mechanical, electrical and plumbing are all functioning; (3) all other items DSA Form 152 Inspection Card for the Project have been approved and signed off; and (4) the Project is fit for occupancy and its intended use. For the purposes of this Contract, any references to Completion Date means Substantial Completion Date.

1.1.47 Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of Article 3.10.

1.1.48 Supplementary Conditions/ Supplementary General Conditions/ Special Conditions are terms that are sometimes used interchangeably and refer to any additional requirements or changes to the General Conditions as noted.

1.1.49 Surety is the person, firm, or corporation that executes as a bid bond, Payment Bond or Performance Bond guarantor on the Contractor's Bid, Contractor's Performance on the Contract and Payment of the Contractor's Subcontractors, material suppliers, vendors and labor on the Project. The Surety is bound to the same extent as the Contractor is bound once a Default occurs. A default includes a Termination for Substantial Failure to Perform under Article 14, but also includes any breach of Contract and is subject to the requirements and responsibilities as set forth in the Performance Bond.

1.1.50 Work shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor and its Subcontractors shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated Contract Documents and bid documents before preparing and submitting any bid.

1.1.51 Workers include laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive.* The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both. The

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Contractor is bound to provide the Work complete and is under a legal duty to carefully study Plans and schedule operations well ahead of time and identify inconsistencies with the Plans and Specifications and call such inconsistencies to the attention of the Architect or Registered Engineer through the Inspector under Section 4-343(b) of Title 24.

1.2.1.2 *Work to be Complete.* Contractor has thoroughly studied the Contract Documents and understands that the District contracted with Contractor to provide a complete Project which means complete systems and buildings. The entire set of Contract Documents shows a complete Project and Contractor agrees that there are multiple disciplines putting together a set of Contract Documents. Thus, if portions of a system are shown on some Drawings and not others, this does not mean the Contractor is to only provide part of a system. For example, if an air conditioning unit is shown on the mechanical Drawings, the plumbing for the air conditioning is shown on another Drawing, and the electrical shown on the electrical Drawings, the Contractor is to provide a complete and working air conditioning system. The only time when an item is supplied incomplete is if the system is shown specifically as incomplete since others will be completing the system. Work includes, but is not limited to materials, workmanship, and manufacture of fabrication of components for the Project.

1.2.1.3 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the Work to be performed by Contractor. Generally, the Specifications describe Work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on either the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to complete the Work), shall be provided by the Contractor. The Contractor is responsible for the whole Project as contractually set forth as the Contract Documents. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by them.

1.2.1.4 *Conflicts.* In the event there is a discrepancy between the various Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.5 *Conformance with Laws.* Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include review of Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents, Contractor shall, within five (5) days, notify the Inspector, Architect and District in writing of same and

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shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project. (See Title 24 Section 4-343)

The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said Work.

1.2.1.6 *Ambiguity and Inconsistency.* Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Prior to commencing any portion of the Work, Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. Contractor shall maintain an adequate inspection system and perform personal observations and review work and pre-plan the project to ensure the Work performed under the Contract conforms to Contract requirements. Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the Contract.

1.2.1.7 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are of the same construction are shown in outline only, the complete or more detailed shall apply to the Work which is shown in outline.

1.2.1.8 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, Contract Documents, and Plans which have been authorized in writing by the District or Architect, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals.* Deferred Approvals are Submittals that are reviewed by the Architect (or Engineer of Record) and submitted to DSA for approval based on thorough detailing of manufacturer and Project specific design. See Article 3.9.1 and 3.9.3. The Deferred Approval item cannot be fully detailed on the originally approved Drawings or Specifications because of variations in product design and manufacture. Contract Documents which require Deferred Approval items are meant to be for illustration purposes only. Approval of Plans for such a portion of the Work may be deferred until the material suppliers and Subcontractors are selected. All Deferred Approvals are noted in the Plans and Specifications. Contractor is responsible for all Deferred Approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, Title 24 and regulations necessary to obtain all necessary approvals, including those required from the Division of the

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State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to plan, schedule for and obtain necessary approvals. Contractor shall Schedule all Deferred Approval items in the Baseline Schedule and Schedule Updates under Article 3.9.6

1.2.3 Specification Interpretation

1.2.3.1 *Titles.* The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

1.2.3.2 *As Shown, Etc.* Where “as shown,” “as indicated,” “as detailed,” or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where “as directed,” “as required,” “as permitted,” “as authorized,” “as accepted,” “as selected,” or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 *General Conditions.* The General Conditions and Supplementary General Conditions are a part of the Contract Documents which further defines and refines the Contract entered between the Contractor and District.

1.2.3.4 *Abbreviations.* In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.3.5 *Plural.* Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 *Metric.* The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1” (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the “International System of Units” (SI) and generally follow ASTM E 380, “Standard for Metric Practice.”

1.2.3.7 *Standard Specifications.* Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization’s standard specifications, which are in effect at the date of the Contractor’s proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 Rules of Document Interpretation

1.2.4.1 In the event of conflict within the Drawings, the following rules shall apply:

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- a. General Notes, when identified as such, shall be incorporated into other portions of Drawings.
- b. Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.
- c. Larger scale Drawings shall take precedence over smaller scale Drawings.
- d. At no time shall the Contractor base construction on scaled Drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, prior to commencing work, notify the Architect in writing for the purposes of obtaining an interpretation of the Contract Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

- a. General Conditions take precedence over Drawings and Specifications.
- b. Supplemental Conditions take precedence over General Conditions.
- c. The Agreement Form shall take precedence over the Supplemental Conditions.
- d. In the case of disagreement or conflict between or within Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.
- e. Addenda shall take precedence over Drawings and Specifications.
- f. General Conditions shall take precedence over Addenda.
- g. Drawings and Specifications take precedence over the Soils Report.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect pursuant Contract requirements between the District and Architect. The Contractor may retain one Contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a Copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect

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hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District's property interest or other reserved right.

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ARTICLE 2 DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey

The District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading and site work.

2.1.2 Soils

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.1.3 Soils Report Part of the Contract Documents: Contractor Reliance

A soils investigation report has been obtained from test holes at the Site, and such report is incorporated into this Contract and made available for the Contractor's use in preparing its bid and Work under this Contract. Where the Plans and Specifications are more specific and provide more significant structure, systems, reinforcing, thicknesses, or construction methods, the Drawings shall control over the soils report. The soils report is available at the Architect's office for review and it is Contractor's responsibility to ensure that Contractor has reviewed the soils investigation report. Any information obtained from such report or any other information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the Contract Price may be made in accordance with Article 7 entitled "Changes in the Work." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. CONTRACTOR HAS REVIEWED AND IS FAMILIAR WITH THE REQUIREMENTS OF THE SOILS INVESTIGATION REPORT. CONTRACTOR UNDERSTANDS THAT PLANS, DRAWINGS AND SPECIFICATIONS SUPERSEDE THE SOILS REPORT IF THERE ARE CONFLICTS. FURTHER, IN ADDITION TO THE INFORMATION IN THE SOILS REPORT, CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION.

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2.1.4 Utilities

2.1.4.1 *Location of Point of Connection.* The locations shown for the point of connection are approximate. It shall be the responsibility of the Contractor to determine the exact location of all service connections.

2.1.4.2 *Regional Notification Center.* Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) business days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. See Government Code section 4216.3. No excavation shall be commenced and carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any Subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Contractor shall solely be responsible for any fines, penalties or damages for violation of this Article and Government Code section 4216.6 or 4216.7. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Article 8.4.

2.1.4.3 *Utilities - Removal and Restoration.* The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. Thus, the locations of the main or trunklines located on the Drawings are approximate locations and not exact.

No excavations were made to verify the locations shown for underground utilities. Other than the main or trunkline, which the District has endeavored to locate on the Plans, service connections or laterals to these utilities may not be shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility main or trunkline discovered by Contractor in a different position than provided by the Regional Notification Center. With respect to main or trunklines, Contractor is to immediately notify District if the location is substantially different than as shown in the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work. Contractor shall show timing of all utility coordination activities under the Scheduling requirements of Article 8.

2.1.4.4 *Other Utilities.* In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner of the service connection, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that

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the owner of the service connection has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the Plans, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with his own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Plans or is in a position different from that shown on the Plans and were it in the position shown on the Plans would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Article 7 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Article 7 herein.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.1.5 Existing Utility Lines; Removal, Relocation

2.1.5.1 *Main or Trunkline Facilities.* If the Contractor while performing the Contract discovers utility facilities not identified in the Contract Documents, Contractor shall notify the District and utility in writing prior to commencing work.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities located in a substantially different location than in the Plans and Specifications, and for equipment in use on the project necessarily idled during such work. This Work shall be performed in accordance with Article 7 of these General Conditions.

2.1.5.2 *Assessment.* Nothing in these subparagraphs shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site and could be inferred from the Main or Trunkline shown on the Drawings.

2.1.5.3 *Notification.* If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents. Contractor

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shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within forty eight hours after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK DUE TO PARTIAL DEFAULT IN A SPECIFIC SEGREGATED AREA OF WORK (48 HOUR NOTICE TO CURE AND CORRECT)

If the Contractor Defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide forty-eight (48) hour written notice to cure (a shorter period of time in the case of Emergency or a critical path delay as defined in Article 2.2.1) Contractor's Partial Default in a specific segregated area of work. The District's right to issue a Partial Default of the Contractor's Work and take over that segregated area of Work includes, but is not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. Cases of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare Deferred Approval items or Shop Drawings in a timely manner;
8. Failure to comply with Contractor's Baseline or Update Schedule, meet critical Milestones which would result in a delay to the critical path, or delay the Contract Time;
9. Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
10. Failure to meet the requirements of the Americans with Disabilities Act;
11. Failure to complete Punch List work;
12. Failure to proceed on an Immediate Change Directive
13. Failure to correct a Notice of Deviation

If during the forty eight (48) hour period, the Contractor fails to Cure and correct the deficiency noted in the 48 hour notice of Partial Default with diligence and promptness, the District may correct such

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deficiencies without prejudice to other remedies the District may have, including a Termination for Cause as set forth in Article 14. If there are inadequate funds remaining the Project balance or in the Retention Escrow to address at least 150% of the costs set forth in the Article 2.2 notice, the District may copy the Surety on the written notice of Partial Default. If a notice to the Surety is provided, except in the cases of emergency or critical path delay, the Surety has the option to take over and complete the Work described in the written notice if Surety personally delivers notice to District that it intends to perform such work. In the case where written notice has been provided, the District shall allow Surety seven (7) days to perform the Work.

2.2.1 Service of Notice of Partial Default with Right to Cure

A written notice of Partial Default and right to cure under Article 2.2 (“Article 2.2 Notice” or “Notice of Partial Default”) shall be served by e-mail (with a copy provided by regular mail) to the e-mail address provided on the Bid submitted and copied to the Project Superintendent.

2.2.2 Shortened Time for Partial Default in the Case of Emergencies.

In an Emergency situation, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies by providing service of written notice of Emergency requiring a shortened time for Partial Default specifying the time given to cure, if any.

2.2.3 Shortened Time for Partial Default in the Case of Critical Path Delay

In the case of critical path delay, the District may correct any of the deficiencies described in Article 2.2 without prejudice to other remedies providing service of written notice of critical path delay to the Contractor with a specific description of the critical path delay items noting the line item or area of Work that is on the critical path and prescribe the length of shortened time to cure, if any.

2.2.4 Written Notice of Partial Default to be Deducted by Deductive Change Order

The District shall have the right to determine the reasonable value of the Article 2.2 Partial Default Work, or if there is an actual value for the Work, shall use that value and issue a Deductive Change Orders under Article 7.7.4

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ARTICLE 3 THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved Submittals, Shop Drawings, or samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the Project Schedule pursuant to the requirements of Article 6 and Article 8. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

3.1.1.1 *Responsibilities.* It is the duty of the Contractor to complete the Work covered by his or her Contract in accordance with the approved Plans and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of their duties.

3.1.1.2 *Performance of the Work.* The Contractor shall carefully study the approved Plans and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that work is being done which is not in accordance with the approved Plans and Specifications, the Contractor shall correct the Work immediately.

3.1.2 Contractor Responsibility to Study the Plans and Specifications

All inconsistencies or timing or sequences which appear to be in error in the Plans and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved Plans, Specifications, change orders, construction change documents, and as required by law. (See Title 24, Section 4-343)

3.1.3 All Work Under the Direction of Inspector

Pursuant to Title 24 requirements, the Contractor shall not carry on Work except with the knowledge of the Inspector. (See Title 24 generally)

3.1.4 Contractor to Establish Timing and Protocol with Inspector

Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the

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Special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

For some Projects, there may be a need to incrementally install certain assemblies. It is up to Contractor to identify areas and assemblies that may be constructed incrementally. Contractor must identify and establish incremental areas of construction and establish protocols with Inspector for DSA 152 approvals so they may be presented to DSA. (See PR-13 item 1.17 for further discussion)

3.1.5 Verified Reports

The Contractor shall make and submit to the office from time to time, verified reports as required in Title 24 Section 4-366. As part of the Close-Out of the Project (see Article 9.9), Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343.

Contractor shall fully comply with any and all reporting requirements of Education Code sections 81147, et seq., in the manner prescribed by Title 24, as applicable.

3.1.6 Contractor Responsibility

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.7 Obligations not Changed by Architect's Actions

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.8 Acceptance/Approval of Work

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.2 SUPERVISION

3.2.1 Full Time Supervision

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent, English speaking construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District Representative (including CM in the cases where the District has a CM representative). All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site

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until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District (and CM representative) and Architect of the name and a Statement of Qualifications of such superintendent. Superintendent shall not be changed except with written consent of District, unless a superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement superintendent approved by the District prior to performing additional work.

3.2.2 Staff

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove

District shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

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3.3.4 Discipline

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 [Not Used.]

3.3.6 Noise, Drugs, Tobacco, and Alcohol

Contractor shall take all steps necessary to insure that employees of Contractor or any of its Subcontractors' employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the Project. Contractor shall further prevent any of its employees or its Subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the Project. Likewise, Contractor shall prevent its employees or Subcontractor's employees from bringing any animal onto the Project. Contractors shall not violate any written District policies.

3.3.7 Delivery of Material

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against Shop Drawings and ensuring that the materials meet the requirements of not only the Plans and Specifications, but also the approved Shop Drawings and Submittals and in conformance with Contractor's plan for delivery of materials (including but not limited to Contractor's representations in the Schedules for the Project and Contractor's equipment and materials schedule under Article 3.7.2.2). Contractor shall be responsible for all costs of accepting non-conforming materials delivered to the Project given Contractor's responsibilities and system for acceptance of deliveries. Contractor shall notify Inspector and District Representative (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect or District Representative (including CM) may review the materials that are received. Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in 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 all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that

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Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

Contractor agrees to indemnify, defend and hold the District harmless from any liens, stop notices, or assertion of security interests, including judgments and levies. If after written notice Contractor fails to address the lien, stop notice, or other security interest, the District may proceed to address the lien, stop notice or claim and seek reimbursement from Contractor.

3.3.9 Title to Materials

The title to new materials or equipment for the Work of this Contract shall remain with Contractor until incorporated in the Work of this Contract until final acceptance of the Project; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative. Responsibility for materials remains with Contractor and Contractor shall replace materials in case of loss. District similarly may pay for materials stored off site, but Contractor shall remain responsible for the materials that are stored off site.

3.3.10 Assemblies

For all material and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary, (including engineering as specifically required with Shop Drawings or Deferred Approvals) for complete assemblies and complete working systems. Incidental items not indicated on the Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized in the Contract Documents in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and Specifications.

3.3.11 Noise Control

The Contractor shall be responsible for the installation of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations). If campus is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from such Work disrupts or disturbs the students or faculty or the normal operation of the campus, at the District's request, the Contractor shall schedule the performance of all such Work around normal campus hours or make other arrangements so that the Work does not cause such disruption or disturbance. There are specific periods of testing at operational campuses and it is critical that Contractor control noise during periods of testing. In no event shall Contractor have a right to receive additional compensation or an extension to the Contract time as a result of any such rescheduling or the making of such arrangements. These controls shall be implemented during site preparation and construction. All noise related issues, including campus operations, and noise during testing should be detailed in the Schedule provided pursuant to Article 8

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3.4 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty to District includes, but is not limited to, the following representations:

3.4.1 In addition to any other warranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such Work, together with any other Work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of Final Completion which shall be no later than the final date of Punch List as noted at Article 9.11) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

3.4.2 In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

3.4.3 If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.

3.4.4 This Article does not in any way limit the guarantee on any items for which a longer warranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guarantee or warranty certificates upon completion of the project.

3.5 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.6 PERMITS, FEES AND NOTICES

3.6.1 Payment

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all

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testing and inspection as required by the DSA on-site or within the distance limitations set forth in Article 13.5.2, unless a different mileage range is specified in the Supplemental Conditions.

3.6.1.1 *DSA Fees.* DSA policy is to charge CCD review fees for processing and approval of changes in the Plans and Specifications through the Construction Change Document process. Contractor is specifically directed to the current DSA IR A-30 which provides fee structure and charges that will be incurred for proceeding with respect to the CCD process, a process that must be followed for each change in the Plans and Specifications.

3.6.2 Compliance

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work. Specifically, the Division of State Architect provides State oversight of the Project and enforcement of Title 24 rules and regulations. Contractor is directed to the DSA website. There will be local governmental oversight from City, County or both. Finally, Regional Water Quality Control Board, State Fire Marshall, local fire marshal, Department of Industrial Relations, Department of Labor Standards Enforcement, and Air Quality Management District (Local and State) are some of the agencies that provide oversight and may require specific permits, fees, or provide oversight over the Project. Contractor represents understanding and specialized knowledge of the rules governing community college districts and Contractor shall maintain compliance over the applicable rules and will file all documents required in order to ensure compliance with State, local, and other rules that apply to the Project.

3.6.3 Responsibility

The Contractor shall perform all Work in conformance with every law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

Pursuant to Title 24 Section 4-343(b):

“Contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time.... All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the inspector, for interpretation or correction.”

To help Contractor plan its operations, Contractor is directed to study the current version of the DSA 152 Inspection Card Manual identifying the exact steps the Inspector is to follow in the review and sign off process for the DSA 152. The DSA 152 Inspection Card Manual provides specific detail as to the order of operations, review items and compliance items beyond the Specifications and Plans which are reviewed for DSA compliance. The most current version of this manual is located on DSA’s website.

Contractor is also specifically directed to the time periods for posting of Special Inspection Reports and Inspector Notifications under DSA PR 13-01 since the timing of Inspection is not a Governmental Entity related delay.

3.7 SUBMITTALS REQUIRED AT THE COMMENCEMENT OF THE PROJECT

3.7.1 Requirements Within Ten (10) Calendar Days

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Within ten (10) calendar days after Notice to Proceed, Contract shall submit the following:

- 3.7.1.1 Detailed Schedule of Values (See Article 9.2)
- 3.7.1.2 Submittal Listing and Schedule for Submittals
- 3.7.1.3 Critical Path Baseline Schedule (See Article 8)

3.7.2 Requirements Within Thirty-Five (35) Calendar Days

Within thirty-five (35) calendar days after Notice to Proceed, Contractor shall submit the following:

3.7.2.1 *All Submittals for the Project* except those specifically agreed upon by District and Architect, in writing, and shall be specifically incorporated into the Submittal section of the Schedule so as to not delay the Work. The agreement to allow a later Submittal does not mean that Article 3.3.7 is waived. Contractor shall order materials and ensure prices are honored and secured for the Project.

- a. Structural Steel may be included as a later Submittal than 35 days if Structural Steel is a significant portion of the Work, at least one or some of the Project is a structural steel structural system, or as specifically agreed upon by the Architect or District.
- b. It is specifically agreed that submissions of structural steel Submittals shall not be piecemeal (unless some portion is requested separately by the District or Architect), shall provide complete designs, shall be stamped by the structural steel Subcontractor, Contractor, and structural steel Subcontractor's structural engineer at time of submission and as further addressed in Article 3.9.
- c. In no case shall the submission of structural steel Drawings delay the critical path for the schedule. If a Milestone is provided for submission of complete structural steel Shop Drawings then the date shall be no later than as set forth in the Milestone

3.7.2.2 *Exceptions to Submittal Within Thirty-Five (35) Days by Written Agreement.* A written request detailing the specific reasons for a submission later than 35 days due to complexity of design or non-critical path status of the Submittal shall be submitted at the time the Baseline Schedule is submitted. The Baseline Schedule shall not include a delayed Submittal until written agreement is provided. In addition to the request for providing a Submittal after the thirty-five (35) day period, a copy of the Contract with the Subcontractor who shall be performing the Submittal, a written statement from the Subcontractor verifying that work has commenced on the Submittal and providing Subcontractor's own schedule of Milestones and completion dates, and a corresponding Submittal designation in the Schedule as required under Article 8. Approval of a delayed Submittal shall not result in any increase in the Contract Price or result in an extension of time for the completion of the Project.

3.7.2.3 *Piecemeal Submissions of Submittals.* Piecemeal Submittals mean providing portions of Shop Drawings or Submittals as they are being completed. The submission of

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piecemeal Submittals results in the appearance of a submission when there is inadequate information for the Architect or Engineer to adequately review a submission. Piecemeal differs from submission of complete buildings or phases of buildings or complete assemblies. The Architect may agree to allow submission of single buildings or areas as long as the Submittals are complete. .

3.8 DOCUMENTS, SAMPLES, AND COMPUTER AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the California Building Code, Titles 19 and 24 of the California Code of Regulations, any other document required by DSA, and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required Submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

Contractor shall have an operational computer with internet access so Contractor can review and post documents as required for the Project, including but not limited to the filing and posting of DSA required documents for the Project.

Contractor shall be prepared to review documents posted to the DSA Project website.

3.9 SUBMITTALS INCLUDING SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.9.1 Definitions

3.9.1.1 *Deferred Approvals.* Approval of certain aspects of the construction may be deferred until the construction Contract has been awarded. To facilitate the design process, DSA grants Deferred Approval to the design and detailing of certain elements of the Project at the request of the Architect or Engineer of Record. Design elements that may be deferred may include, but are not limited to access floors, bleachers, elevator guide rails and related elevator systems, exterior wall systems - precast concrete, glass fiber reinforced concrete, etc., skylights, window wall systems, storefronts, stage rigging, and other systems as noted in the Contract Documents. (Also see Article 1.2.2.2 and 3.9.3)

3.9.1.2 *Shop Drawings.* The term “Shop Drawings” as used herein means Drawings, diagrams, equipment or product schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting Drawings; manufacturer’s standard Drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other Drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.

3.9.1.3 *Manufactured* applies to standard units usually mass-produced, and “Fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall: establish the actual detail of all manufactured or Fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

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3.9.1.4 *Submittals* is a term used interchangeably and sometimes refers to Shop Drawings, Product Data, and samples since all Subcontractor submissions are tracked in a Submittal Log and may include any of the noted items. However, generally, a Submittal is a manufacturer's product information and Product Data including description, characteristics, size, physical characteristics, and requirements to prepare the jobsite for receiving of the particular manufactured item.

3.9.1.5 *Samples*. The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, Fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.9.2 Shop Drawings.

3.9.2.1 *When Shop Drawings Are Required*. Shop Drawings are required for prefabricated components and for installation and coordination of these prefabricated components into the Project. In addition, Shop Drawings, are prepared to address the actual size and installation of components from various Subcontractors and provides an opportunity for the Contractor to coordinate and address conflicts between the subcontracting trades. In some cases, each Subcontractor or trade will provide Shop Drawings in a BIM format or other format as agreed by District.

3.9.2.2 *Purpose for Shop Drawings*. Shop Drawings are the Contractor's manufacturer, Subcontractor, supplier, vendor or the Contractor's detailed drawings showing particularized method for assembly, specifics to a manufacturer, manufacturer component installation requirements, specifics as to a manufactured item, alterations to a manufactured, a custom created item, or drawn version of more detailed information expanding on the Architect's design shown in the Contract Documents. The Shop Drawings address the appearance, performance, size, weight, characteristics and prescriptive descriptions associated with the Contractor or Contractor's Subcontractor's plan for installation or assembly based on the design in the Specifications and Contract Documents. The Shop Drawing often is more detailed than the information shown in the Contract Documents to give the Architect and Engineer the opportunity to review the fabricator's version of the product (along with particulars specific to that particular product), prior to fabrication. References to the Contract Documents, Construction Documents, Drawings, Plans, and Specifications assist the Architect and Engineer in their review of the Shop Drawings. Attachment of manufacturer's material Specifications, "catalog cut sheets," and other manufacturer's information may be provided to accompany Shop Drawings. Because Shop Drawings facilitate the Architect's and Engineer's approval of the system, they should be as clear and complete as possible so they may be reviewed by Architect or Engineer for the Project.

3.9.2.3 *Shop Drawing Requirements*. The Contractor shall obtain and submit with Shop Drawings all seismic and other calculations and all Product Data from equipment manufacturers. "Product Data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

3.9.2.4 *Not a Reproduction of Architectural or Engineering Drawings*. The Shop Drawings are not a reproduction of the architectural or engineering Drawings. Instead, they must show more detail than the Construction Documents and details the fabrication and/or installation of the items to the manufacturer's production crew or Contractor's installation crews.

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3.9.2.5 *Shop Drawings Engineering Requirements:* Some Shop Drawings require an engineer stamp to be affixed on the Drawings and calculations. In such cases, a current and valid engineering stamp shall be affixed by a California registered engineer. No out of State engineers shall stamp Shop Drawings. (See DSA IR A-18). In most cases, an engineer means California registered mechanical, structural, electrical or plumbing engineer. California Registered Civil Engineers will not be accepted for structural details unless specifically approved by DSA.

3.9.2.6 *DSA Approvals Required Prior to Work.* No work on a Shop Drawing that requires DSA approval may proceed until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for corrections in Contractor's Schedule as required pursuant to Article 8.

3.9.2.7 *Shop Drawing Identification.* All Shop Drawings must be properly identified with the name of the Project and dated, and accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

3.9.3 Deferred Approvals

Deferred approvals shall be submitted and processed to ensure all DSA and other governmental approvals are secured so as to not delay the Project. There may be additional requirements for Deferred Approvals at Division 1 of the Specifications. All Deferred Approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 24 California Code of Regulations Section 4-317 have specific requirements for Deferred Approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's. Contractor is required to comply with inclusion of Deferred Approvals in the Schedule as required under Article 3.9.6

DSA Approvals Required Prior to Work. No work on a Deferred Approval item may proceed on the components until DSA approval is received. Contractor has provided DSA approval time and allowed adequate time for any DSA revisions in Contractor's Schedule as required pursuant to Article 8.

3.9.4 Submittals and Samples

3.9.4.1 *Information Required With Submittals:* Manufacturer, trade name, model or type number and quantities: Information provided must be of sufficient detail to allow Architect and Engineer to compare the submitted item with the specified products and acceptable products listed, in the Specifications and addenda.

3.9.4.2 *Description of Use and Performance Characteristics:* Information should be furnished describing the normal use and expected performance of the product. The Architect and Contractor review this information to confirm that the product is appropriate for the intended use.

3.9.4.3 *Size and Physical Characteristics:* The size and physical characteristics, such as adjustment capabilities, which is reviewed by both the Contractor and Architect. The Contractor

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has the most available information for comparing adjoining materials and equipment. The Contractor also needs to know the size and weight of the equipment for lifting and handling considerations.

3.9.4.4 *Finish Characteristics:* The Architect reviews the available finishes and selects the appropriate finish, if the finish was not previously specified in the documents. The Contractor should confirm that finish requirements in the Specifications are being met by the product.

3.9.4.5 *Contractor Responsible for Jobsite Dimensions:* Some material is custom-fabricated to job conditions, requiring dimensions from the jobsite. These jobsite dimensions are provided by the Contractor as part of the Contractor's responsibilities for the Project and shall be provided prior to release of the product for manufacture. Contractor shall not rely on Architect or Engineers to provide jobsite dimensions.

3.9.4.6 *Full Range of Samples Required (When Specific Items Not Specified).* Except in cases where the exact color and type of item is specified since the District is utilizing items Standardized or pre-selected by District, the full range of color, graining, texture, or other characteristics are anticipated for review in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products. Products delivered or erected without Submittal and approval without providing a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications or Specification Section 1, samples shall be submitted in duplicate.

3.9.4.7 *Labeling of Samples.* All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date.

3.9.4.8 *Transmittal letter.* All samples shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number.

3.9.4.9 *Labels and Instructions.* All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.9.4.10 *Architect's Review.* The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures. In the cases where a CM is hired by the District, CM may be the party that receives and performance logging and initial processing of the Samples. CM may, in some cases, reject samples that are not in conformance with Contract requirements.

3.9.5 Submittal Submission Procedure

3.9.5.1 *Transmittal Letter and Other Requirements.* All Submittals must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop Drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Refer to Division 1. In the case where a CM is

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hired on the Project, the CM may be designated to receive the Submittals for the Project, log the Submittals, and in some cases reject Submittals that do not conform to Contract requirements. Submittal Procedures for further information.

3.9.5.2 *Copies Required.* Each Submittal shall include one (1) legible, reproducible (if electronic is available, electronic copies shall also be provided) and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect. (See also Division 1)

3.9.5.3 *Corrections.* The Contractor shall make all corrections required by Architect, District or CM and shall resubmit, as required by Architect or CM, corrected copies of Shop Drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required Submittals of Shop Drawings, Product Data, or samples are subject to charge to the Contractor pursuant to Article 4.5.

3.9.5.4 *Approval Prior to Commencement of Work.* No portion of the Work requiring a Shop Drawing or sample submission or other Submittal shall be commenced until the submission has been reviewed by Contractor and Architect (and CM, if applicable) and approved by Architect (and CM where applicable) unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved Shop Drawings and samples.

3.9.5.5 *District's Property.* All Submittals, Shop Drawings, computer disks, BIM modeling information, clash checks, schedules, annotated Specifications, samples and other Submittals shall become the District's property upon receipt by the District or Architect.

3.9.6 Schedule Requirements for Submittals

Contractor shall obtain and shall submit all required Submittals (i.e. Shop Drawings, Deferred Approvals, Samples, etc.), in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" as required in the scheduling portion of the General Conditions at Articles 8 and the Specifications (as long as the Specifications do not conflict with General Conditions. In the case of conflict, the conflicting provision shall be controlled by the General Conditions and the remaining Specifications sections shall be interpreted as if the general conditions language is inserted) with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than thirty five (35) days after the Notice to Proceed is issued except in the specific cases noted as an exception under Article 3.7.2.1. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have Shop Drawings and samples submitted in accordance with Division 1 and the Schedule. Each Subcontractor shall submit all Shop Drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor.

3.9.6.1 *Consideration of Schedule.* Contractor has considered lead times, DSA or other agency governmental review times, Architect or Engineer review times, manufacturing seasons, and specific long lead procurement concerns for all submittals for the Project.

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3.9.7 General Submittal Requirements

3.9.7.1 *Contractor Submittal Representations and Coordination.* By submitting Shop Drawings, Product Data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

3.9.7.2 *Contractor Coordination.* Contractor shall stamp, sign, and date each Submittal indicating its representation that the Submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each Shop Drawings:

“[Contractor] has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Shop Drawing or Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as Contractor and this duty of coordination has not been delegated to Subcontractors, material suppliers, the Architect, or the Engineers on this Project.

Signature of Contractor and date

3.9.7.3 *No Deviation from Contract Documents.* The submission of the Shop Drawings, Product Data, samples, etc., shall not deviate from the *requirements* of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Article 3.10.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the Shop Drawings. However, Shop Drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Article 3.10.4, “Substitutions.”

3.9.7.4 *Contractor Responsibility for Shop Drawings Conformance to Contract Documents.* Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper Shop Drawings in accordance with the Contract Documents.

3.9.7.5 *Incomplete Submittals.* Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned not reviewed by the Architect for resubmission by the Contractor. Refer to Submittal Procedures of the Specifications for additional information. The Contractor shall be responsible for any related delays and shall not be the basis for any Claim.

3.9.7.6 *Shop Drawings and Submittals Shall Not Be Used as a Method to Make a Substitution.* Shop Drawings and Submittals shall not be used as a means of requesting a substitution or to make changes in the Contract Documents. If changes are made to the Contract Documents through the Shop Drawings, the Architect shall have the right to reject the Submittal. If the Architect does not note the deviation from the approved Plans and Specifications, the Contractor is still responsible for the change and the Architect or the District may require the Shop Drawings be revised to properly reflect the approved Contract Documents. The Architect or District may also require that the Contractor bear all

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costs under Article 4.5 and consequential damages associated with a CCD to revise Plans and Specifications to accommodate the deviation from approved Plans and Specifications.

3.9.7.7 Extent of Review. In reviewing Shop Drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve Shop Drawings, Product Data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in Shop Drawings or schedules, for proper fitting of the Work, coordination of the differing Subcontractor trades and Shop Drawings and Work which is not indicated on the Shop Drawings at the time of submission of Shop Drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the Submittals or Contract Documents.

3.10 SUBSTITUTIONS

3.10.1 Definition

A Substitution is a change in product, material, equipment, or method of construction from those required by the Construction Documents proposed by the Contractor. For this Project, a Substitution is subject to the filing of a Construction Substitution Request Form at the time of bid and meeting the requirements of this Article.

3.10.2 One Product Specified

Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Subject to the requirements of properly submitting a Substitution Request for as Addressed in Article 3.10.4, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified ("Specified Item") and will completely accomplish the purpose of the Contract Documents.

3.10.3 Products Specified Which Are Commercially Unavailable

If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the Contract Price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, DSA review costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

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3.10.4 Substitution Request Form

Requests for substitutions of products, materials, or processes in place of a Specified Item must be in writing on the District's Substitution Request Form ("Request Form") at the time of submitting bids to the District, except as provided for in Article 3.10.3.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

- a. Is equal in quality/service/ability to the Specified Item;
- b. Will entail no changes in detail, construction, and scheduling of related work;
- c. Will be acceptable in consideration of the required design and artistic effect;
- d. Will provide no cost disadvantage to the District;
- e. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
- f. Will required no change of the construction schedule.

In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect, CM and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed though a Change Order. Contractor must submit a complete Submittal of the requested substitution and a Shop Drawing showing configuration, dimensions, and other critical information associated with the substitution that meets the requirements of Article 3.9. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all DSA review costs, engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

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3.10.5 Substitution Requests After Bid

The District, in its sole discretion, may accept a request for substitution by the Contractor or may request Contractor substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in Article 3.10.4 above. If any substitutions, that in the District or Architect's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

3.11 INTEGRATION OF WORK

3.11.1 Scope

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the work. When modifying existing work or installing new Work adjacent to existing work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.11.2 Structural Members

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.11.3 Subsequent Removal

Permission to patch any areas or items of the Work shall not constitute a waiver of the District's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.12 CLEANING UP

3.12.1 Contractor's Responsibility to Clean Up

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day. All concrete, sidewalks, and paths of travel shall be broom cleaned daily.

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3.12.2 General Final Clean-Up

Upon completion of Work, Contractor shall employ experience workers or professional cleaners for final cleaning. Contractor shall clean each surface to the condition expected in a normal, commercial, building cleaning and maintenance program including, but not limited to, the performance of the following:

- a. Clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration;
- b. Clean the Project site. The grounds should be cleared of any Contractor equipment, raked clean of debris and trash removed. Sweep paved areas broom clean;
- c. Repair or replace any damaged materials. Replace any chipped or broken glass;
- d. Remove any and all stains;
- e. Remove labels that aren't permanent labels;
- f. Clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Remove any glazing compounds;
- g. Remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site;
- h. Remove temporary film that remains on any hardware, doors or other surfaces; and
- i. Seal the bottom and tops of all doors.

3.12.3 Special Clean-Up.

In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

- a. Remove putty stains from glazing, then wash and polish glazing;
- b. Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work;
- c. Remove temporary protection and clean and polish floors and waxed surfaces;
- d. Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint;
- e. Wipe surfaces of mechanical and electrical equipment;
- f. Remove spots, soil, plaster and paint from tile work, and wash tile;

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- g. Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces;
- h. Vacuum-clean carpeted surfaces; and
- i. Remove debris from roofs, down spout and drainage system.

3.12.4 Failure to Cleanup

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor pursuant to Article 2.2 and seek a Deductive Change Order.

3.13 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES AS ADDRESSED IN ARTICLE 6.

3.13.1 Special Inspection, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections or inspections or tests that are out of the country, out of the state, or a distance of more than 200 miles from the Project site, the Special Inspector or Inspector shall be provided access so the special inspection or inspection may occur in the remote location. In some cases, the DSA Inspector may also require access in addition to Special Inspectors and individuals performing tests. Inspections/tests shall occur during normal work hours. (See also Article 4.3.6)

3.14 ROYALTIES AND PATENTS

3.14.1 Payment and Indemnity for Infringement

Contractor shall hold and save the District and its officers, agents, and employees, the Construction Manager, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence, or active negligence, or willful misconduct of the District, the Architect, or the Architect's consultants.

3.14.2 Review

The review by the Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Contractor in violation of any patent or other rights of any person or entity.

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3.15 INDEMNIFICATION

3.15.1 Contractor

See Agreement Form. Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the indemnity and hold harmless language in the Agreement Form.

The Contractor's and Subcontractors' obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA")

3.16 SUBMISSION OF DAILY REPORTS

3.16.1 General

By 10:00 a.m. on the following business day, the Contractor shall submit a Daily Report to the Inspector and copy the Architect for the previous day's Work. If there is a Construction Manager, the original Daily Report is to be provided to the Construction Manager and copies sent to the Architect and the Inspector. Daily Reports shall be prepared on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. The District reserves the right to note inconsistencies or inaccuracies in the Daily Reports. In such cases, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Daily Reports by Subcontractors or others shall be submitted through the Contractor.

3.16.2 Labor

The Daily Report shall show names of workers, classifications, hours worked and hourly rate. The locations where work occurred shall also be identified in the Daily Report. Project superintendent expenses are not allowed.

3.16.3 Materials

The Daily Report required shall describe and list quantities of materials used and unit costs.

3.16.4 Equipment

The Daily Report required shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees shall be noted.

3.16.5 Other Services and Expenditures

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Other services and expenditures shall be described in the Daily Report in detail as the District requires.

3.16.6 Failure to Submit Daily Report

If Contractor does not submit its Daily Report by 10 am the next business day, the Inspector of Record shall prepare a Daily Report addressing each of the above items. The cost for the Inspector's services to prepare the Daily Report shall be addressed through a Deductive Change Order under Article 7.7.4.

3.17 AS-BUILT DRAWINGS AND ANNOTATED SPECIFICATIONS

Throughout the duration of the Project, Contractor shall maintain on a current basis an accurate and complete set of As-Built Drawings (and Annotated Specifications) clearly showing all changes, revisions to Specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features. In case a Specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the As-Built Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

Contractor shall update As-Built Drawings with complete information on an area of Work at or near the time when the Work is being performed and prior to any DSA 152 sign off and prior to any Work being covered.

The As-Built Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. Failure to maintain and update the As-Built Drawings is a basis to withhold Progress Payments pursuant to Article 9.6.

3.17.1 Upon Beneficial Occupancy

Contractor shall obtain and pay for reproducible Plans upon Beneficial Occupancy. Contractor shall deliver Plans to District Representative (Construction Manager if one is hired for the Project).

3.17.2 As-Built at Completion of Work

Upon completion of the Work and prior to and as a condition precedent to Application for Retention Payment, the Contractor will provide one neatly prepared and complete set of As-Built Drawings and Annotated Specifications to the District. Contractor shall certify the As-Built as a complete and accurate reflection of the actual construction conditions of the Work by affixing a stamp indicating the Drawings are As-Built and certifying accuracy on the final set of As-Built. Failure to deliver a complete As-Built set of Drawings may result in significant withholdings to ensure Work is properly documented. (See Article 9.9.2)

3.17.3 Log of Control and Survey Documentation

Contractor shall complete and maintain an accurate log or all control and survey documentation for the Project as the Work progresses. All reference and control points shall be recorded

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on the As-Built Drawings. The basis of elevations shall be one of the established benchmarks that must be maintained on the As-Built.

3.17.4 Record Coordinates for Key Items

Contractor shall record, by coordinates, all utilities on-site with top of pipe elevations, major grade and alignment changes, rim, grate or top of curb and flow line elevations of all drainage structures and sewer manholes. Contractor shall update record information at or near the time when work is occurring in an area and prior to DSA 152 sign off on any category of Work and prior to covering the Work.

3.17.5 BIM As-Built Drawings

If BIM is utilized for the Project, then an electronic version of such As-Built Drawings and Annotated Specifications will be delivered to District (in an acceptable format to District).

3.18 EQUIPMENT MANUALS

Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Retention Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

3.19 DIR REGISTRATION

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

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ARTICLE 4 ADMINISTRATION OF THE CONTRACT AND CLAIMS

4.1 ARCHITECT

4.1.1 Replacement of Architect

In the case of the termination of the Architect, the District may appoint an Architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former Architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status

Pursuant to Titles 2 of the California Code of Regulations and as required pursuant to the Field Act, Education Code section 81130 et seq., the Architect will provide administration of the Contract Documents and the Work, and will be the District's representative during construction, as well as during the one (1) year period following the commencement of any warranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits

The Architect will visit the Site at intervals necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents and as otherwise required by DSA.

4.2.3 Limitations of Construction Responsibility

The Architect, District and CM shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect, District and CM shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect, District and CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect, District or CM in the Architect, District or CM's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration

Except where a CM is on the Project, or as otherwise provided in the Contract Documents or when direct communications are warranted by special circumstances, the District and the Contractor shall communicate through the Architect. In the cases where a CM is hired for the Project, all

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communication shall be through the CM (unless otherwise directed) with copies to the District, Architect and Inspector. Where direct communication is necessary between the District and the Contractor, the District's communication shall be through the District's authorized designated person. The Architect and CM shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's Representative. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor. In the case where a CM is hired for the Project, the CM shall be the main point of contact for communication of information. Copies should be sent to the Architect, District Representative and Inspector.

4.2.5 Payment Applications

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Article 9.3.4 and subject to the Inspector's review, (CM review, if applicable) and Architect's observation. This review of Payment Applications is sometimes called a "Pencil Draft." Return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the Prompt Payment of a Request for Payment or Request for Retention.

4.2.6 Rejection of Work

In addition to the rights, duties, and obligations of the Inspector under this Article, the Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect (and/or CM) may recommend to the District that the District require additional inspection or testing of the Work in accordance with Article 13.5, whether or not such Work is Fabricated, installed, or completed. District may have Non-conforming Work removed and replaced pursuant to Article 9.7. However, neither this authority of the Architect (or CM) nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect (or CM) to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

This section does not address a Notice of Non-Compliance and the remedies associated with a Notice of Non-Compliance which are addressed at Article 7.1.2

4.2.7 Warranties upon Completion

The Architect (and where applicable CM), in conjunction with the Inspector will conduct field reviews of the Work to determine the date of Substantial Completion and of Final Completion, shall receive and forward to the District for the District's review written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents (See Article 9.11 for Close-Out). The handling by the Architect (or where applicable CM) of such warranties, maintenance manuals, or similar documents shall not diminish or

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transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

On some Projects, the District will take a phased occupancy of the Project. In those cases, the District may commence the running of warranties on the buildings, or phases that are accepted after Punch List is completed and the District has accepted Completion of the separate phase. A separate Notice of Completion may be filed for the separate building or phase of work and warranties shall commence for the separate phase only to the extent that warranties do not require coordination or connection to other buildings or other parts of the site and only if the warranted item is completed to its entirety in the segregated building or phased area.

If written warranties are not provided at the time the Punch List is nearing completion, Architect (with recommendations from the CM and Inspector) shall determine the dollar value of the warranties and shall make recommendation for withholdings necessary to effectuate the transfer of such warranties to the District for future use as part of the Punch List for the Project pursuant to Article 9.6.

Warranties are not commenced through utilizing of equipment for testing and operation as necessary to acclimate buildings or where necessary to test systems.

4.2.8 Interpretation

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents. Architect shall make clarifications as necessary to interpret the Contract Documents.

4.3 PROJECT INSPECTOR

4.3.1 General

One or more Project Inspectors employed by the District and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24 Section 4-333 and 4-342 and in DSA IR A-8.

4.3.2 Inspector's Duties and DSA Noted Timelines for Inspection

All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the Drawings or Specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

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Inspector shall electronically post DSA required documents on the DSA electronic posting website. It is the Contractor's responsibility to determine the status of posting and determine if all the criteria for sign off of a category of Work on the Project Inspection Card (Form DSA 152) as defined more thoroughly in the most current version of the DSA 152 manual posted on the DSA website.

Inspector may collaborate with Contractor about approval of areas that may be constructed and approved incrementally under the DSA 152 card pursuant to the guidelines of PR-13 at Article 1.17. Inspector shall work with Contractor to present incremental approval proposals to DSA.

4.3.3 Inspector's Authority to Reject or Stop Work

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work Order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Inspector's Facilities

Within seven (7) days after the notice to proceed, the Contractor shall provide the Inspector with the temporary facilities as required. More specific requirements for the Inspector facilities may be further described under Division 1 of the Specifications.

4.3.5 Testing Times

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall provide adequate time for inspections so as to not delay the Work. An advanced timing protocol may be established pursuant to Article 4.3.2. If the Contractor is behind Schedule then it is incumbent on the Contractor to provide advance forecast through look ahead of the anticipated date for inspection so the Inspector may plan their activities so as to not delay the Project. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight-hour day and for any retests caused by the Contractor.

It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152). Specifically, timely request for special inspection under the DSA Verified Report Forms 291 (laboratory), DSA Verified Report Form 292 (Special Inspection), and DSA Verified Report 293 (geotechnical) since DSA requirements under PR 13-01 specifically gives the Special Inspections 14 days to post to the DSA website. Failure to plan and pay (if applicable) for quicker delivery of Special Inspections may be counted as Float, but is not considered Governmental Delay Float under Article 8.1.4.

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4.3.6 Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from Project

If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 200 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

4.4 STOP WORK ORDER

DSA may issue a Stop Work Order, or an Order to Comply, when either (1) the Work proceeds without DSA approval; (2) the Work proceeds without a DSA Inspector of Record, or (3) where DSA determines that the Work is not being performed in accordance with applicable rules and regulations, and would compromise the structural integrity of the Project or would endanger lives. If a Stop Work Order is issued, the Work in the affected area shall cease until DSA withdraws the Stop Work Order. Pursuant to Education Code section 81133.5(b), the District shall not be held liable in any action filed against the District for any delays caused by compliance with the Stop Work Order, except to the extent that an error or omission by the District is the basis for the issuance of the Stop Work Order.

Examples of Stop Work Orders that may be issued by DSA include DSA Bulletin 07-04 and Policy 10-01, the installation of automatic fire sprinkler systems without approved Plans, covering Work that has not been approved by Inspector on DSA Project Inspection Card (Form 152).

4.5 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services (including CM, Inspection, Architect, Engineering and Special Consultant Services) for any reason by any act of the Contractor, the District may seek a Deductive Change Order for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. A Deductive Change Order shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

- a. Services made necessary by the default of the Contractor (Article 14 or Article 2.2).
- b. Services made necessary due to the defects or deficiencies in the Work of the Contractor (Article 2.2 and Article 9.6).

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- c. Spurious or frivolous RFI's issued that do not conform to the requirements of Article 7.4. Issuance of the same RFI after receiving an answer from the Architect or Engineer
- d. Review of Schedules that are provided by Contractor that do not Conform with the Requirements of Article 8.
- e. Preparation of a CCD or ICD to correct a Contractor Deficiency, or Contractor Caused Notice of Non-Compliance (See Article 7.3).
- f. Review of Incomplete Shop Drawings or Submittals, including the submission of Piecemeal Shop Drawings or Submittals unless piecemeal Submittals are specifically agreed upon by District (See Article 3.9)
- g. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.
- h. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors' proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, obtaining DSA approvals, DSA costs for review of CCD's, other governmental agency review costs, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available). (See Article 3.10)
- i. Services for evaluating and processing Claims or Disputes submitted by the Contractor in connection with the Work outside the established Change Order process.
- j. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.
- k. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.
- l. Services in conjunction with more than one (1) re-review of Submittals of Shop Drawings, Product Data, samples, RFI's etc.

4.6 DISPUTES AND CLAIMS

4.6.1 Decision of Architect

"Disputes" and "Claims" as defined in Article 4.6.9.1 between District and Contractor involving money or time, including those alleging an error or omission by the Architect shall be referred initially to the Architect for action as provided in Article 4.6.2 within ten (10) days after Contractor's Article 7 request for Change is denied. If there is a CM, the CM shall receive the Dispute and may review and also assemble opinions and documents to assist the Architect. A decision by the Architect, as provided in Article 4.6.5, shall be required as a condition precedent to proceeding with remedies set forth in Article 4.6.9 as to all such matters arising prior to the date Retention Payment Application is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has reached Final Completion.

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The condition precedent of an Architect decision shall be waived if: (1) the position of Architect is vacant; (2) the Architect has failed to take action required under Article 4.6.5 within the time periods required therein; or (3) the Dispute or Claim relates to a stop notice claim not arising from any extra Change Order or Immediate Change Directive for which approval has not been provided.

4.6.2 Architect's Review

The Architect (and CM) will review the Dispute and take one or more of the following preliminary actions upon receipt of a Dispute: (1) request additional supporting data from the claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Dispute in whole or in part, stating reasons for rejection; (4) recommend approval of the Dispute; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the Dispute.

4.6.2.1 *Architectural Immunity.* Architect review of Disputes and Claims shall be impartial and meant to resolve Disputes and Claims. Pursuant to the case, Huber, Hunt & Nichols, Inc. v. Moore (1977) 67 Cal.App.3d 278, the Architect is provided a quasi-judicial immunity for interpreting and deciding Disputes and Claims between the District and Contractor.

4.6.3 Documentation if Resolved

If a Dispute has been resolved, the Architect (and/or CM) will prepare a Change Order or obtain appropriate documentation to document the terms for Board approval.

4.6.4 Actions if Not Resolved

If a Dispute has not been resolved and all documentation requested pursuant to Article 4.6.2 has been provided, the Contractor shall, within ten (10) days after the Architect's initial response, assemble all the documents involved in the Dispute including copies of all back-up documentation of costs and the basis for the Dispute and take one or more of the following actions: (1) modify the initial Dispute; (2) notify the Architect that the initial Dispute stands; or (3) supplement with additional supporting data and re-submit to the Architect under Article 4.6.2.

4.6.5 Architect's Written Decision

If a Dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect (or Architect through CM) shall provide a written decision twenty (20) days after compliance with Article 4.6.4. Upon expiration of such time period, the Architect (or Architect through CM) will render to the parties its written decision relative to the Dispute, including any change in the Contract Sum or Contract Time or both. The Architect may also request reasonable additional time to complete Architect's written decision.

If the resolution of the Dispute by the Architect is not satisfactory to the Contractor and copies of all back-up documentation of costs and the basis for the Dispute is fully articulated in a package of material that is complete, the Contractor may then submit a Claim to the District under Article 4.6.9.

4.6.6 Continuing Contract Performance

Pending final resolution of a Dispute or Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the

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District shall continue to make any undisputed payments in accordance with the Contract (less any withholdings or offsets). If the Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the work, but Contractor's sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the Project is located, after the Project has been completed, and not before.

4.6.6.1 *District's Option to Submit Individual Disputes to Arbitration during Claims and Disputes Process.* At the District's sole option, in order to more efficiently resolve Claims during the Project and prior to the completion of the Claims Process, pursuant to Government Code section 9201, the District may submit individual Disputes or Claims for binding arbitration and Contractor agrees to the resolution of for each individual Dispute or Claim by an Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual Disputes or Claims, such resolution is full and final as to that particular Dispute or Claim. THIS INDIVIDUAL DISPUTE ARBITRATION PROCESS IS NOT AN ARBITRATION CLAUSE AND SHALL NOT BE CONSTRUED AS AN AGREEMENT TO ARBITRATE. THIS INDIVIDUAL DISPUTES ARBITRATION PROCESS IS FOR THE SOLE PURPOSE OF STREAMLINING AND RESOLVING DISPUTES OR CLAIMS DURING CONSTRUCTION AND SHALL BE REQUESTED ON SPECIFIC INDIVIDUAL ITEMS BY THE DISTRICT PRIOR TO RETENTION PAYMENT (EVEN IF THERE ARE DEDUCTIONS MADE FROM RETENTION PAYMENT) WHICH REPRESENTS THE FINAL COMPLETION OF THE PROJECT.

- a. If there is no Retention remaining on the Project, individual Disputes initiated prior to Project Final Completion shall continue until a final disposition of the Arbitration or resolution of the individual Claim or Dispute.
- b. No Tolling. The Arbitration process shall not toll the Disputes or Claims process under Article 4.6 or the requirement to submit Claims to Court under Article 4.6.9.5.

4.6.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

- a. Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:
 1. If such condition is a hazardous waste condition, Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Article 7 apply.

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2. Subsurface or latent physical conditions at the Site differing from those indicated in the Drawings, Specifications, Soils Report, and from Contractor's own investigation under Article 2.1.
 3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.
- b. The District shall investigate the conditions, and if District finds that the conditions do materially so differ, do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order or Construction Change Document under the procedures described in the Contract.
 - c. In the event that a dispute arises between the public entity or District and the Contractor whether the conditions materially differ, involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled Completion Date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.6.8 Dispute Concerning Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Article 8.4. Upon completion of the procedures set forth under Article 8.4, Contractor must then comply with the requirements in this Article including those set forth under Article 4.6.9.

4.6.9 Claims Procedures

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees to comply with the Disputes and Claims requirements of Article 4.6 to quickly and efficiently resolve Disputes and Claims. Further, to provide a level of accuracy to the records submitted, the District shall have the right to audit books and records pursuant to Article 13.11 based on the actual costs incurred and to reduce the uncertainty in resolving Disputes and Claims with limited information.

4.6.9.1 *Procedure Applicable to All Claims*

- a. Definition of Claim: A "Claim" is where a Dispute between the parties rises to the level where backup documentation is assembled and provided to the District as a separate demand by the Contractor for: (1) a time extension including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract; (2) payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or (3) an amount of payment

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disputed by the District. If the Claim is for damages associated with a DSA Stop Work Order, the Contractor shall not be entitled to a request for Compensation, but shall be entitled to utilize Governmental Delay Float (See Article 8.1.4.1.)

- b. Filing Claim Is Not Basis to Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this Contract.
- c. Claim Notification: The Contractor shall within seven (7) calendar days after the written decision of the Architect, or if the time period for Architect's decision has passed under Article 4.6.5, submit a notification in writing sent by registered mail or certified mail, return receipt requested, to the District (and the District's CM) stating clearly the basis for the Claim and including all relevant and required documents. If the notification is not submitted within seven (7) days after the written decision of the Architect or the passage of time under Article 4.6.5, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the Retention Payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Articles 4.6.1 through 4.6.5.

The Formal Notification of Claim must be presented as follows:

- (1) The term "Claim" must be at the top of the page in no smaller than 20 point writing.
 - (2) All documentation submitted pursuant to Article 4.6 to the Architect shall be submitted with the "Claim."
 - (3) A stack of documents, copy of all Project documents, or the submission of random documents shall not constitute an adequate reference to supporting documentation.
 - (4) Any additional or supporting documentation that Contractor believes is relevant should be submitted at this time.
- d. Reasonable Documents to Support Claim: The Contractor shall furnish reasonable documentation to support the Claim. The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, Schedule analysis and detailed documentation. The format of the required reasonable documentation to support the Claim shall include, without limitation:
 - 1. Cover letter.

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2. Summary of factual basis of Claim and amount of Claim.
3. Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.
4. Documents relating to the Claim, including:
 - a. Specifications sections in question.
 - b. Relevant portions of the Drawings
 - c. Applicable Clarifications (RFI's)
 - d. Other relevant information, including responses that were received.
 - e. Contractor Analysis of Claim merit.
 - (a) Contractor's analysis of any Subcontractor vendor Claims that are being passed through.
 - (b) Any analysis performed by outside consultants
 - (c) Any legal analysis that Contractor deems relevant
 - f. Break down of all costs associated with the Claim.
 - g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path in conformance with the requirements of Article 8.4 chronology of events and related correspondence.
 - h. Applicable Daily Reports and logs.
 - (a) If the Daily Reports or Logs are not available, lost or destroyed, there shall be a presumption that the lost documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.
 - i. For Claims involving overhead, cost escalation, acceleration, disruption or increased costs, a full version of job costs reports organized by category of work or Schedule of Values with budget information tracked against actual costs. Any and all supporting back-up data, including the original bid (and associated original unaltered metadata).
 - (a) The metadata and bid information shall be provided confidentially and subject to a protective order to prevent dissemination to other contractors or to the public. However, the bid documentation should remain intact and available for review and inspection in case of this type of increased cost Claim.
 - (b) This data on the bid shall be made available to any District attorneys or experts and shall also be utilized as evidence for any legal proceedings.
 - (c) If the bid documentation is not available, lost or destroyed, there shall be a presumption that the

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lost bid documentation was unfavorable to the Contractor. See California Civil Jury Instruction 204.

- e. Certification: The Contractor (and Subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:
 - 1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;
 - 2. Supporting data are accurate and complete to the best of the Contractor's knowledge and belief;
 - 3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.
 - 4. That the Contractor is familiar with Government Code sections 12650 et seq. and Penal Code section 72 and that false claims can lead to substantial fines and/or imprisonment.
- f. Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.
- g. Upon receipt of a Claim and all supporting documents as required above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.
- h. If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.
- i. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, paragraph o below shall apply.

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- j. If the Contractor disputes the District's written response, or if the District fails to respond to a Claim issued pursuant to this Article 4.6.9 within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.
- k. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures in Article 4.6.9.5.
- l. For purposes of this Article 4.6.9, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- m. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this Article 4.6.9 shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- n. This Claims process does not preclude the District from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this Article 4.6.9 does not resolve the parties' Claim. This Claims process does not preclude the District from submitting individual Disputes or Claims to binding arbitration pursuant to Article 4.6.9.4 below.
- o. Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this Article 4.6.9 shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the

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District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this Article 4.6.9, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

- p. If a subcontractor or a lower tier subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.
- q. Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.
- r. The Contractor's Claim shall be denied if it fails to follow the requirements of this Article.

4.6.9.2 *District (through CM or District's Agent or Attorney) May Request Additional Information.* Within thirty (30) days of receipt of the Claim and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert. If additional documents are required, the time in which the Claim is evaluated may be extended by a reasonable time so the Claim and additional documents may be reviewed.

4.6.9.3 *Claims Procedures in Addition to Government Code Claim.* Nothing in the Claims procedures set forth in this Article 4 of the General Conditions shall act to waive or relieve the Contractor from meeting the requirements set forth in Government Code section 900 et seq.

4.6.9.4 *Binding Arbitration of Individual Claim Issues.* To expedite resolution of Claims pursuant to Public Contract Code section 9201, at the District's sole option, the District may submit individual Claims to Arbitration prior to Retention Payment consistent with the requirements of Article 4.6.6.1.

4.6.9.5 *Resolution of Claims in Court of Competent Jurisdiction.* If Claims are not resolved under the procedure set forth and pursuant to Article 4.6.9, such Claim or controversy shall be submitted to a court in the County of the location of the Project after the Project has been completed, and not before.

4.6.9.6 *Warranties, Guarantees and Obligations.* The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in

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particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Article will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

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ARTICLE 5 SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations Bound to Same Contract Terms at General Contractor

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses and DIR Registration

All Subcontractors shall be properly licensed by the California State Licensing Board. All Subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a Subcontractor of any tier unless the subcontractor is properly registered with DIR. Any Subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract, purchase order, vendor contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

- a. Such assignment is effective only after Termination of this Contract with the Contractor by the District as provided under Article 14 and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

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- b. Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.
- c. The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

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ARTICLE 6 CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

6.1.1.1 District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

6.1.1.2 If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's Work. Contractor will be held accountable for damages to District for that Work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' Work as fit and proper for reception of its Work, except as to defects which may develop in other contractors' work after execution of Contractor's work.

6.1.1.3 To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

6.1.1.4 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such Work on the Baseline Schedule or Schedule updates.

6.1.1.5 Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of this Contract, once Contractor provides District timely written notice and identifies the Schedule Conflict, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether Work can be coordinated so that contractors may proceed simultaneously.

6.1.1.6 District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project necessary for the performance of the Project (examples include Electrical Utility Contractor, separate offsite contractor, a separate grading contractor, furniture installation etc.)

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES BASED ON DOCUMENTATION PROVIDED WITH THIS BID OR DISCUSSED AT THE JOB WALK. CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS REQUIRED FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER

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CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR'S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER PHASES AS NECESSARY TO PREVENT DELAYS AND DAMAGES TO OTHER CONTRACTORS WORKING ON OTHER PHASES OF CONSTRUCTION.

6.1.2 District's Right to Carry Out the Work

(See Article 2.2)

6.1.3 Designation as Contractor

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 District Notice to the Contractor of Other Contractors

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District's forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when:

- a. Notice is provided in the Contract Documents of other scope of Work,
- b. In the case where there is known Work to be performed by other Contractors
- c. For outside contractors hired by utilities
- d. Where the Contract Document provides "Work by Others" or "By Others"
- e. Where specifically noted during the Pre-Bid Conference
- f. Where specifically noted in the Mandatory Job Walk
- g. By CO or ICD,
- h. With respect to the installation of :
 - 1. Furniture,
 - 2. Electronics and networking equipment,
 - 3. Cabling,
 - 4. Low voltage,
 - 5. Off-site work,
 - 6. Grading (when by a separate contractor),

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7. Environmental remediation when excluded by the Contract Documents (i.e. asbestos, lead or other hazardous waste removal)
8. Deep cleaning crews,
9. Commissioning and testing,
10. Keying and re-keying,
11. Programming

6.1.4.1 Exception where no Coordination is Required on the Part of the Contractor for Turn Key Operations. If the Contractor has specifically outlined a “Turn Key” or “Complete Delivery” of a final completed operational campus or building in writing as part of the Baseline Schedule.

6.1.4.2 The Contractor shall make any revisions to the Baseline Schedule (or Schedule Update) and Contract Sum deemed necessary after a joint review and mutual agreement. The Baseline Schedule (or Schedule Update) shall then constitute the Schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect, District, and Inspector to ensure timely and proper progress of Work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As constructive owner of the Project site, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this Agreement as being adequate coverage in case of calamity.

6.3 DISTRICT’S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Article 3.12, the District may clean up and allocate the cost among those it deems responsible.

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ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 No Changes Without Authorization

There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order, Change Order Request, Immediate Change Directive, or order by the Architect for a minor change in the Work as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's Governing Board or designated representative with delegated authority (subject to Board ratification) has authorized the same and the cost thereof approved in writing by Change Order or executed Construction Change Document. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications. Notwithstanding anything to the contrary in this Article 7, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

Should any Change Order result in an increase in the Contract Price, the cost of such Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20659 (Please check with the District since there are different interpretations of the limitations of Public Contract Code section 20659 depending on the County the Project is located). In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any Claim of additional compensation for such additional work and Contractor takes the risk that a Notice of Non-Compliance may issue, a critical path Project delay may occur, and the Contractor will also be responsible for the cost of preparation and DSA CCD review fees for a corrective DSA approved Construction Change Document.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT IS SO THAT DISTRICT MAY HAVE AN OPPORTUNITY TO ANALYZE THE WORK AND DECIDE WHETHER THE DISTRICT SHALL PROCEED WITH THE CHANGE ORDER OR ALTER THE PROJECT SO THAT SUCH CHANGE IN WORK BECOMES UNNECESSARY AND TO AVOID THE POSSIBLE DELAYS ASSOCIATED WITH THE ISSUANCE OF A NOTICE OF NON-COMPLIANCE.

7.1.2 Notices of Non-Compliance

Contractor deviation or changes from approved Plans and Specifications may result in the issuance of a Notice of Non-Compliance (See DSA Form 154). Contractor is specifically notified that deviations from the Plans and Specifications, whether major or minor, may result in the requirement to obtain a DSA Construction Change Document to correct the Notice of Non-Compliance. (See Article 7.3.1 for Definition of CCD). In some cases, the lack of a DSA approved CCD AND verification from the Inspector that a Notice of Non-Compliance has been corrected may result in a critical path delay to the next stage of Work on the Project. Specifically, a deviation from approved Plans and Specifications may prevent approval of the category of Work listed in the DSA 152 Project Inspection Card. Any delays that

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are caused by the Contractor's deviation from approved Plans and Specifications shall be the Contractor's responsibility.

7.1.3 Architect Authority

The Architect will have authority to order minor changes in the Work that do not involve DSA Approval not involving any adjustment in the Contract Sum, or an extension of the Contract Time.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, and the Architect stating their agreement upon all of the following:

- a. A description of a change in the Work;
- b. The amount of the adjustment in the Contract Sum, if any; and
- c. The extent of the adjustment in the Contract Time, if any.

A CO may be comprised of ICD's, Response to RFP's and COR's

7.3 CONSTRUCTION CHANGE DOCUMENT (CCD Category A, and CCD Category B) and IMMEDIATE CHANGE DIRECTIVE (ICD)

7.3.1 Definitions

7.3.1.1 *Construction Change Document (CCD)*. A Construction Change Document is a DSA term that is utilized to address changes to the DSA approved Plans and Specifications. There are two types of Construction Change Documents. (1) DSA approved CCD Category A for Work affecting structural, access compliance or fire/ life safety of the Project which will require a DSA approval; and, (2) CCD Category B for work NOT affecting structural safety, access compliance or fire/ life safety that will not require a DSA approval (except to confirm that no approval is required). Both CCD Category A and Category B shall be set forth in DSA Form 140 and submitted to DSA as required.

7.3.1.2 *Immediate Change Directive (ICD)*. An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly.

In the case of an Immediate Change Directive being issued, Contractor must commence Work immediately or delays from failure to perform the ICD shall be the responsibility of Contractor and the failure to move forward with Work immediately shall also be grounds for Termination under Article 14.

An ICD does not automatically trigger an Article 7.6 Dispute or Claim. Contractor must timely follow the procedures outlined at Article 7.6 and 4.6 where applicable.

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Refer to Division 1 and Supplementary General Conditions for a copy of the proposed Immediate Change Directive form.

7.3.2 Use to Direct Change

An ICD shall be used to move work forward immediately and to avoid delay. In some cases, an ICD shall be issued in the absence of agreement on the terms of a CO, COR, or RFP. A copy of an ICD form is provided in the Supplementary General Conditions and Division 1. The anticipated not to exceed price for the Work will be inserted into the ICD. In the case of an ICD issued to correct Contractor Deficiencies or to correct a Contractor caused Notice of Non-Compliance, the ICD may be issued with \$0 and no additional time. Contractor may prepare a COR associated with the ICD pursuant to Article 7. However, Contractor shall proceed with all Work required under an Approved ICD immediately upon issuance. Failure to proceed with the Work under an ICD shall be grounds for Termination for Cause under Article 14 or take over the Work under Article 2.2.

If adequate time exists, an ICD may be subject of an RFP for pricing and determination if any time that may be required. However, if an RFP is not completed, Contractor shall immediately commence Work when an ICD is issued. If the RFP is incomplete, it may still be completed to be submitted for pricing purposes as long as the RFP is submitted within the timeline provided by the RFP, or within 10 days following issuance of the ICD.

7.3.3 ICD Issued Over a Notice of Non-Compliance or to Cover Work Subject to a DSA 152 Sign Off

In some cases, an ICD shall be for the purpose of proceeding with Work to keep the Project on Schedule and as an acknowledgement by the District that Contractor is proceeding with Work contrary to a Notice of Non-Compliance, prior to issuance of a DSA approved CCD Category A, or to direct the covering of Work which has not yet received a DSA 152 Inspection Approval to move forward.

7.3.3.1 *Contractor Compliance with all Aspects of an ICD.* Contractor is to undertake the ICD and comply with all aspects of the Work outlined in the ICD. Inspector is to inspect the Work pursuant to the ICD. Failure to follow the ICD may result in deduction of the ICD Work under Article 2.2 or Termination of the Contractor pursuant to Article 14.

7.3.3.2 *Exception in the Case of DSA Issued Stop Work Order.* Contractor must proceed with an ICD even if a CCD has not been approved by DSA except in the case of a DSA issued Stop Work Order. If a DSA Stop Work Order is issued, Contractor must stop work and wait further direction from the District.

7.3.3.3 *ICD Due to Contractor Deficiency or Contractor Caused Notice of Non-Compliance.* If an ICD is issued to correct a Contractor Deficiency or a Contractor caused notice of Non-Compliance, Contractor specifically acknowledges responsibility for all consequential damages associated with the Contractor Deficiency or Contractor caused Notice of Non-Compliance and all consequential damages and costs incurred to correct the deficiency under Article 4.5

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 Definition

A RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly

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shown or called for in the Drawings or Specifications, or to address problems which have arisen under field conditions.

7.4.1.1 A RFI shall not be used as a vehicle to generate time extensions.

7.4.1.2 Resubmission of the same or similar RFI is not acceptable. RFI's that are similar should be addressed in Project meetings where the requestor (Contractor, Subcontractor or vendor) is able to address the particular issue with the Architect or Engineer and a resolution addressed in the minutes.

7.4.1.3 A RFI response applicable to a specific area cannot be extended to other situations unless specifically addressed in writing within the RFI or in a separate RFI.

7.4.1.4 RFI's should provide a proposed solution and should adequately describe the problem that has arisen.

7.4.2 Scope

The RFI shall reference all the applicable Contract Documents including Specification section, detail, page numbers, Drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents.

7.4.3 Response Time

The Architect must respond to a RFI within a reasonable time after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO, COR RFP or ICD, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.

7.4.4 Costs Incurred

The Contractor shall be responsible for any costs incurred for professional services as more fully set forth in Article 4.5, which shall be subject to a Deductive Change Order, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request. District, at its sole discretion, shall issue a Deductive Change Order to Contractor for all such professional services arising from this Article.

7.5 REQUEST FOR PROPOSAL ("RFP")

7.5.1 Definition

A RFP is a written request prepared by the Architect (and/or CM) requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change on the Contract Price and (if applicable) the Contract Time. If Architect issues a Bulletin, the Changed items in the Bulletin shall be addressed as an RFP and all responses shall be prepared to a Bulletin as addressed in this Article 7.5. A form RFP is included in the Division 1 documents.

7.5.2 Scope

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A RFP shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required by Article 7.7. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not.

7.5.3 Response Time

Contractor shall respond to an RFP within ten (10) days or the time period otherwise set forth in the RFP.

7.6 CHANGE ORDER REQUEST (“COR”)

7.6.1 Definition

A COR is a written request prepared by the Contractor supported by backup documentation requesting that the District and the Architect issue a CO based upon a proposed change, cost, time, or cost and time that may be incurred on the Project or arising from an RFP, ICD, or CCD.

7.6.2 Changes in Price

A COR shall include breakdowns per Article 7.7 to validate any change in Contract Price due to proposed change or Claim.

7.6.3 Changes in Time

A COR shall also include any additional time required to complete the Project only if the delay is a critical path delay. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8. A schedule fragnet showing the time delay must be submitted with the COR. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a COR, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7 COST OF CHANGE ORDERS

7.7.1 Scope

Within ten (10) days after a request is made for a change that impacts the Contract Sum as defined in Article 9.1, the critical path, or the Contract Time as defined in Article 8.1.1, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of such CO. Changes may be made by District by an appropriate written CO, or, at the District’s option, such changes shall be implemented immediately upon the Contractor’s receipt of an appropriate written Construction Change Document.

District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or CCD from time to time during the progress of the Project, Contract Sum being adjusted accordingly. All such Work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a “time and

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material” basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

7.7.1.1 *Time and Material Charges.* If the District orders Work on a “time and material” basis, timesheets shall be signed daily by the Inspector or District Representative at or near the time the Work is actually undertaken and shall show the hours worked, and the Work actually completed. No time sheets shall be signed the next day. A copy shall be provided to the Person signing the document at the time the document is signed, but not before 10 am the following day.

7.7.2 Determination of Cost

The amount of the increase or decrease in the Contract Price from a CO or COR, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

- a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor’s proposal, Contractor may submit pursuant to Article 7.7.3. Submission of sums which have no basis in fact are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.);
 1. If the District objects to 7.7.2(a) as a method for submission due to inaccuracies in the submitted amount, overstatement of manpower or time required to perform the CO, or unreliability of the data provided, the District may either have the Architect or a professional estimator determine the cost for the CO, and the applicable time extension, or the Contractor shall utilize Article 7.7.2(d) or 7.7.3.
 2. Once the District provides a written objection to use of Article 7.7.2(a) due to unreliability of the estimated price, the Contractor shall no longer utilize mutual acceptance of a lump sum as a method for submission of CO’s and shall provide a breakdown of estimated or actual costs pursuant to Article 7.7.2(d) or 7.7.3
- b. By unit prices contained in Contractor’s original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;
- c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under Article 7.7.3; or
- d. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:
 1. *Basis for Establishing Costs*
 - (1) Labor will be the cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and workers compensation

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insurance (exclude insurance costs as part of the overhead and profit mark-up), health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. In no case shall the total labor costs exceed the applicable prevailing wage rate for that particular classification. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

- (2) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.
- (3) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of \$250 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the Work is performed. Rates applied shall be appropriate based on actual equipment need and usage. Monthly, weekly or other extended use rates that results in the lowest cost shall be applied if equipment is used on site for extended periods.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra Work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the Work Site, it shall be returned unless the Contractor elects to keep it at the Work Site at no expense to the District.

All equipment shall be acceptable to the Inspector, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

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If tool and equipment charges are part of a Dispute or Claim, the District reserves the right to utilize actual costs for tools and equipment or a depreciation rate for equipment based on audit finding under Article 13.11 and deduct any rental charges that exceed actual or depreciated costs.

- e. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.
- f. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.
- g. Overhead. Overhead, including direct and indirect costs, shall be submitted with the COR and include: field overhead, home office overhead, off-site supervision, CO preparation/negotiation/research, time delays, Project interference and disruption, additional guaranty and warranty durations, on-site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, liability and property damage insurance, and additional safety equipment costs.

7.7.3 Format for COR or CO's

The following format shall be used as applicable by the District and the Contractor to communicate proposed additions to the Contract. All costs submitted shall be actual costs and labor shall be unburdened labor. Refer to Division 1 for a copy of the Construction Change Order form.

		<u>EXTRA</u>	<u>CREDIT</u>
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)		
(c)	Equipment (attach invoices)		
(d)	Subtotal		
(e)	If Subcontractor performed work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed 10% of item (d).		
(f)	Subtotal		

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		<u>EXTRA</u>	<u>CREDIT</u>
(g)	Contractor's Overhead and Profit: Not to exceed 10% of Item (d) if Contractor performed the work. No more than 5% of Item (d) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed 10% of Item (d), and portions performed by Subcontractor shall not exceed 10% of Item (d).		
(h)	Subtotal		
(i)	Bond not to exceed one percent (1%) of Item (h)		
(k)	TOTAL		
(l)	Time/ Days		

The undersigned Contractor approves the foregoing Change Order or Immediate Change Directive as to the changes, if any, and the Contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work on account of said Change Order or Immediate Change Directive, and agrees to furnish all labor, materials and service and perform all Work necessary to complete any additional Work specified therein, for the consideration stated herein. It is understood that said Change Order or Immediate Change Directive shall be effective when approved by the Governing Board of the District.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

7.7.3.1 Adjustment for Time and Compensable Delay. A CO shall also include any additional time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in Article 8 of the General Contract. A schedule fragnet showing the time delay must be submitted with the CO. Any changes in time will be granted only if there is an impact to the critical path. If Contractor fails to request a time extension in a CO, then the Contractor is thereafter precluded from requesting or claiming a delay.

7.7.4 Deductive Change Orders

All Deductive Change Order(s) must be prepared utilizing the form under Article 7.7.3 (a) – (d) only, setting forth the actual costs incurred. Except in the case of an Article 2.2 or 9.6 Deductive

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Change Order where no mark-up shall be allowed, Contractor will be allowed a maximum of 5% total profit and overhead.

For unilateral Deductive Change Orders, or where credits are due from Contractor for Allowances, Deductive Items, Inspection, Damage, DSA CCD review costs, Architect or Inspector costs for after hours or corrective services, Work removed from the Agreement under Article 2.2 or Article 9.6, there shall be no mark-up.

District may, any time after a Deductive Change Order is presented to Contractor by District for items under Article 2.2 or Article 9.6 or if there is disagreement as to the Deductive Change Order, issue a unilateral Deductive Change Order on the Project and deduct the Deductive Change Order from a Progress Payment, Final Payment, or Retention.

7.7.5 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein. All CO's are subject to Audit under Article 13.11 for discounts, rebates and refunds.

7.7.6 Accounting Records

With respect to portions of the Work performed by CO's and CCD's on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records in a format consistent with accepted accounting standards and satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

Any time and material charges shall require Inspector's signature on time and material cards showing the hours worked and the Work actually completed. (See Article 7.7.1.1)

7.7.7 Notice Required

If the Contractor desires to initiate a Dispute or Claim for an increase in the Contract Price, or any extension in the Contract Time for completion, Contractor shall notify the applicable party responsible for addressing the Dispute or Claim pursuant to Article 4.6. No Claim or Dispute shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such Claim shall be authorized by a CO.

7.7.8 Applicability to Subcontractors

Any requirements under this Article 7 shall be equally applicable to CO's, COR's or ICD's issued to Subcontractors by the Contractor to the same extent required by the Contractor.

7.7.9 Alteration to Change Order Language

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Contractor shall not alter or reserve time in COR's, CO's or ICD's. Contractor shall execute finalized CO's and proceed under Article 7.7.7 and Article 4.6 with proper notice. If Contractor intends to reserve time without an approved CPM schedule prepared pursuant to Article 8 or without submitting a fragnet showing delay to critical path, then Contractor may be prosecuted pursuant to the False Claim Act.

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ARTICLE 8 TIME AND SCHEDULE

8.1 DEFINITIONS

8.1.1 Contract Time

Contractor shall perform and reach Substantial Completion (See Article 1.1.46) within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with the Project Milestones in the Contract Documents and shall proceed on a properly developed and approved Baseline Schedule, which represents the Contractor's view of the practical way in which the Work will be accomplished. Note that Contract Time includes and incorporates all Float and other Baseline inclusions as noted in Article 8.3.2.1 and as otherwise specifically noted in Article 8.

8.1.2 Notice to Proceed

District may give a Notice to Proceed within ninety (90) days of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the Notice to Proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the giving of the notice to proceed

If the Contractor believes that a postponement will cause a hardship to Contractor, Contractor may terminate the Contract with written notice to District within 10 days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and the grounds for notification and hardship shall be subject to Audit pursuant to Article 13.11. Should Contractor terminate the Contract as a result of a notice of postponement, District may award the Contract to the next lowest responsible bidder.

8.1.3 Computation of Time

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.1.4 Float

Float is time the total number of days an activity may be extended or delayed without delaying the Completion Date shown in the schedule. Float will fall into three categories: (1) Rain Days; (2) Governmental Delays; and, (3) Project Float. Project Float and Rain Days are owned by the Project and may be utilized as necessary for critical path delays once the days become available for consumption (i.e. the Rain Day arrives and is not utilized since rain did not occur or Work was performed on the interior of a building). However, Governmental Delay float shall not be utilized for purposes other than to address critical path delays that arise due to approvals, Inspector approvals or verifications on governmental forms.

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8.1.4.1 *Governmental Delay Float.* It is anticipated that there will be governmental generated delays. Specific to DSA approvals, it is anticipated that no less than twelve (12) days per calendar year shall be set aside as Governmental Float to be utilized on critical path delays. A pro-rated number of days shall be calculated based on length of Contract Time. (For example, a two (2) year Contract Time shall require twenty-four (24) days of Governmental Float. If the Contract Time is 182 days, then the Contract Time shall require six (6) days of Governmental Float) This Governmental Delay float must be incorporated into the schedule and should be incorporated in each critical activity as Contractor deems fit. Specifically, major categories of Work under the DSA 152 (Project Inspection Card) should be allocated Governmental Delay Float at the Contractor's discretion. Governmental Delay Float on the Project may exceed 12 days per one (1) year period, but Contractor is required to include not be less than 12 days of Governmental Delay Float during each one (1) year period.

Contractor's failure to establish a protocol for requesting inspections is not grounds to utilize Governmental Delay Float. As noted in Article 3.1.4, 48 hours advance notice of commencing Work on a new area is required after submitting form DSA 156 and under PR 13-01 Special Inspection reports are not required to be posted until at least 14 days after the Work was inspected. Failure to plan, and pay (if applicable) for quicker delivery of Special Inspections is not Governmental Delay Float under Article 8.1.4.1. If Governmental Delay Float is not utilized, this float is carried through to other DSA 152 categories of inspection and consumed over the course of the Project

Governmental Delay Float may be utilized for a DSA Stop Work Order regardless of fault as defined under Education Code section 81133.5(b).

8.1.4.2 *Inclement Weather (Rain Days).* The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by NOAA weather data. No less than 22 calendar days for each calendar year for Southern California will be allotted for in the Contractor's schedule for each winter weather period or carried at the end of the schedule as Rain Float. Float for weather days in other geographical regions shall be adjusted based on NOAA weather data for the geographical location. Contractor has anticipated all the days it takes to dry out and re-prepare areas that may be affected by weather delays which extend beyond the actual weather days. The weather days shall be shown on the schedule and if not used will become float for the Project's use. The Contractor will not be allowed a day-for-day weather delay for periods noted as float in the Schedule. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. Additional days beyond the NOAA shall be considered under the same criteria that weather days are granted below.

A Rain Day shall be granted by Architect or CM if the weather prevents the Contractor from beginning Work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) critical path activity calendar-day extension if there is no available float for the calendar year.

8.1.4.3 *Project Float.* The Contractor may determine some activities require a lesser duration than allocated and may set aside float in the Project Schedule. There shall be no early completion. Instead, to the extent float is either addressed at the end of the Project or throughout each category of critical path work, Project float may be used as necessary during the course of the Project and allocated on a first, come first serve basis. However, the use of float does not extend to Governmental Delay Float, which shall only be used for Governmental Delays.

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8.2 HOURS OF WORK

8.2.1 Sufficient Forces

Contractors and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

8.2.3 Costs for After Hours Inspections

If the Work done after hours is required by the Contract Documents, a Recovery Schedule, or as a result of the Contractor's failure to plan, and inspection must be conducted outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the Contractor.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order shall be issued from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector's regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and a Deductive Change Order from the next Progress Payment as a Deductive Change Order.

8.3 PROGRESS AND COMPLETION

8.3.1 Time of the Essence

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

8.3.2 Baseline Schedule Requirements

8.3.2.1 *Timing:* Within ten (10) calendar days after Notice to Proceed, Contractor shall submit a practical schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the salient categories of the Work. This first schedule which outlines the Contractor's view of the practical way in which the Work will be accomplished is the Baseline Schedule. If the Contractor Fails to submit the Baseline Schedule within the ten (10) days noted, then District may withhold processing and approval of progress payments pursuant to Article 9.4 and 9.6.

8.3.2.2 *District Review and Approval:* District, Architect and CM will review both a paper and electronic copy of Baseline Schedule and may provide comments as noted in this Article and either approve or disapprove the Baseline Schedule. All Schedules shall be prepared using an electronic

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scheduling program acceptable to District. All Schedules shall be delivered in an electronic format usable by the District. All logic ties and electronic information shall be included in the electronic copy of the Baseline Schedule that is delivered to the District.

8.3.2.3 *Schedule Must Be Within the Given Contract Time.* The Baseline Schedule shall not exceed time limits set forth in the Contract Documents and shall comply with all of the scheduling requirements as set forth in the Specifications and Contract Documents.

8.3.2.4 *Submittals Must Be Incorporated (See Articles 3.7 and 3.9):* Contractor shall include Submittals as line items in the Baseline Schedule as required under Article 3.7.2 and 3.9.6. Submittals shall not delay the Work, Milestones, or the Completion Date. Failure to include Submittals in the Baseline Schedule shall be deemed a material breach by the Contractor.

8.3.2.5 *Float Must Be Incorporated.* The Baseline Schedule must indicate the beginning and completion of all phases of construction and shall use the “critical path method” (commonly called CPM) for the value reporting, planning and scheduling, of all Work required under the Contract Documents. The Baseline Schedule must incorporate all Milestones in the Project and apply Governmental Float at each Milestone in the Contractor’s discretion. The Baseline Schedule shall incorporate any Schedule provided by the District as part of the bid and shall note durations that will not be adequate or should be shortened based on Contractor’s review. These changes shall be identified and incorporated into Contractor’s Baseline Schedule as long as requested changes are made within 10 days after the District chooses to move forward with the Project. Scheduling is necessary for the District’s adequate monitoring of the progress of the Work and shall be prepared in accordance with the time frame described in this Article 8. The Architect may disapprove of any Schedule or require modification to it if, in the opinion of the Architect or District, adherence to the any Schedule prepared by the Contractor will not cause the Work to be completed in accordance with the Agreement.

8.3.2.6 *No Early Completion.* Contractor shall not submit any Schedule showing early completion without indicating float time through the date set for Project completion by District. Contractor’s Baseline Schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay Claim or damages due to delay.

8.3.2.7 *Use of Schedule Provided in Bid Documents.* In some cases, the bid will include a preliminary schedule indicating Milestones and construction sequences for the Project along with general timing for the Project. The preliminary schedule is not intended to serve as the Baseline Schedule utilized for construction. It is up to the Contractor to study and develop a Baseline Schedule to address the actual durations and sequences of Work that is anticipated while maintaining the Milestones provided by the District. Contract shall obtain information from Contractor’s Subcontractors and vendors on the planning, progress, delivery of equipment, coordination, and timing of availability of Subcontractors so a practical plan of Work is fully developed and represented in the Baseline Schedule.

8.3.2.8 *Incorrect Logic, Durations, Sequences, or Critical Path.* The District may reject or indicate durations, sequences, critical path or logic are not acceptable and request changes. The electronic copy of the Baseline Schedule shall have adequate information so logic ties, duration, sequences and critical path may be reviewed electronically. Contractor is to diligently rebuild and resubmit the Baseline Schedule to represent the Contractor’s plan to complete the Work and maintain Milestones at the next progress meeting, or before the next progress meeting. If Contractor is not able to build a Baseline Schedule that is acceptable to the District or Architect, the District reserves the right to utilize the unapproved originally submitted Baseline Schedule (See Article 8.3.2.12) and the comments submitted to hold Contractor accountable for timely delivery of Work and maintenance of Milestones. Furthermore, Contractor’s representations in the Baseline Schedule, if unacceptable, may also be used as

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a basis for termination of the Contract under Article 14 if Contractor fails to adequately maintain the Schedule and falls significantly behind without undertaking the efforts to either submit and follow a Recovery Schedule or fail to submit a Recovery Schedule and make no effort toward recovery on the Project.

8.3.2.9 *Contractor Responsibility Even if Schedule Issues Are Not Discovered.* Failure on the Part of the District to discover errors or omissions in any Schedules submitted shall not be construed to be an approval of the error or omission and any flawed Schedule is not grounds for a time extension.

8.3.2.9.1 Inclusions in Baseline Schedule. In addition to scheduling requirements set forth at Article 8.3.2, Contractor is specifically directed to include (broken out separately) in Contractor's Baseline Schedule and all Schedule updates, the following items required pursuant to these General Conditions, including but not limited to:

1. Rain Day Float (excluding inclement weather) as required under Article 8.1.4.2. For example, if the NOAA provides 22 days of Rain Days, all 22 days must be incorporated and noted in the Baseline Schedule. Further, any days required to clean-up or dry out shall be included for operations that are likely to require a clean-up or dry out period. Days that are not utilized shall be considered float owned by the Project.
2. Governmental Delay Float under Article 8.1.4.1. This Governmental Delay Float shall only be utilized for Governmental Delays and shall not be considered available float owned by the Project. This float shall only be distributed to the Project upon the completion of the Project and shall be used to offset Liquidated Damages and shall not generate compensable delays.
3. Submittal and Shop Drawing schedule under Article 3.9.
4. Deferred Approvals under Article 3.9.
5. Time for separate contractors, including furniture installation and start up activities, under Article 6.1.
6. Coordination and timing of any Drawings, approvals, notifications, permitting, connection, and testing for all utilities for the Project. (See Article 2.1.4).
7. Testing, special events, or campus activities

8.3.2.10 *Failure to include Mandatory Schedule Items.* District may withhold payment pursuant to Articles 9.3, 9.4 and 9.6. In lieu of withholding payment for failure to include Mandatory Schedule Items, after the District or Architect has notified the Contractor of failure to meet the Baseline Schedule or Updated Schedule requirements and provided a written notification of this failure and provided a written notice of Schedule preparation errors, and the Contractor fails to correct the noted deficiencies or the Contractor does not provide an updated Baseline Schedule correcting the deficiencies, then Contractor shall not be granted an extension of time for failure to obtain necessary items and approvals under Article 8.3.2 and for the time required for failure to comply with laws, building codes,

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and other regulations (including Title 24 of the California Code of Regulations). Contractor shall maintain all required Article 8.3.2 Schedule items in the Baseline Schedule and indicate any days that have been used as allowed in Article 8. If Contractor fails to include all Article 8.3.2 items in its Baseline Schedule or Schedule Updates and the District either utilizes an Unapproved Schedule under Article 8.3.2.12 or does not object to the inclusion of required scheduling items, then all mandatory Schedule inclusions, including float, shall be utilized in the District's discretion. If the Contract Time is exceeded, then Contractor shall be subject to the assessment of Liquidated Damages pursuant to Article 8.4.

8.3.2.11 *Failure to Meet Requirements.* Failure of the Contractor to provide proper Schedules as required by this Article and Article 9 is a material breach of the Contract and grounds for Termination pursuant to Article 14. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any Progress Payments or Retention amounts otherwise payable to the Contractor.

8.3.2.12 *Use of an Unapproved Baseline Schedule.* If the Baseline Schedule submitted by the Contractor is unacceptable to the District (i.e. failing to meet the requirements of Article 8.3.2) and Contractor does not incorporate or address the written comments to the Baseline Schedule and a Baseline Schedule is not approved, but due to extreme necessity, the District moves forward without an approved Baseline Schedule, Contractor shall diligently revise and meet Schedule update requirements of Article 8 and incorporate all Article 8.3.2 comments in all updates). However, for purposes of Termination pursuant to Article 14, the unapproved Baseline Schedule initially submitted shall be treated as the Baseline Schedule with durations shortened or revised to accommodate all float, all mandatory Schedule requirements under Article 8.3.2, any requirements in the Contract Documents, and all revisions by the District or Architect.

8.3.3 Update Schedules

8.3.3.1 *Updates Shall Be Based on Approved Baseline Schedule.* Except in the case where there has not been agreement as to a Baseline Schedule, the approved Baseline Schedule shall be used to build future Schedule updates. Schedule updates shall be a CPM based Schedule consistent with the Baseline Schedule requirements of 8.3.2

In the case that no Baseline has been approved, Schedule updates shall be provided monthly and each update shall incorporate all comments and revisions noted as not complying with the requirements of Article 8.3.2. Contractor shall be held to the Article 8.3.2.12 unapproved Baseline Schedule, inclusive of all Milestones, float, comments and revisions by the District and Architect, all required Baseline Schedule Inclusions under Article 8.3.2, and any requirements in the Contract Documents.

8.3.3.2 *Schedule Updates.* Contractor shall update the approved Schedule each month to address actual start dates and durations, the percent complete on activities, actual completion dates, estimated remaining duration for the Work in progress, estimated start dates for Work scheduled to start at future times and changes in duration of Work items

8.3.3.3 *Listing of Items Causing Delays.* Schedule updates shall provide a listing of activities which are causing delay in the progress of Work and a narrative shall be provided showing a description of problem areas, anticipated delays, and impacts on the Construction Schedule. Simply stating "District Delay" or "Architect Delay" shall be an inadequate listing. Delays shall only be listed if they meet the requirements of Article 8.4.

8.3.3.4 *Recovery Schedule.* In addition to providing a schedule update every thirty (30) days, the Contractor, if requested by the Architect or District, shall take the steps necessary to

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improve Contractor's progress and demonstrate to the District and Architect that the Contractor has seriously considered how the lost time, the Completion Date, or the Milestones that are required to be met within the terms of the Contract. Contractor shall immediately provide a Recovery Schedule showing how Milestones and the Completion Date will be met. In no case, shall a Recovery Schedule be provided later than ten (10) days following the request for a Recovery Schedule from the Architect or District.

- a. Failure to Provide a Recovery Schedule. Shall subject Contractor to the assessment of Liquidated Damages for failure to meet the Contract Time. Refusal or failure to provide a Recovery Schedule shall be considered a substantial failure of performance and a material breach of Contract and may result in Termination of the Contract pursuant to Article 14.
- b. Recovery Schedule Acceleration without Additional Cost. The District may require Contractor prepare a Recovery Schedule showing how the Project shall be accelerated, without any additional cost to the District. The District may order, without additional cost, the following:
 1. Increase the number of shifts;
 2. Utilize overtime to recover the approved Schedule; and/or
 3. Increase the days when Work occurs, including weekends, at the Project and at any manufacturer's plant.
- c. Recovery Schedule Acceleration without Additional Cost. If Contractor disputes that the Recovery Schedule acceleration shall be issued without additional costs, the Contractor shall submit concurrent with Recovery Schedule acceleration notice pursuant to Articles 8.4.3 and 8.4.4.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 Liquidated Damages

CONTRACTOR AND DISTRICT HEREBY AGREE THAT THE EXACT AMOUNT OF DAMAGES FOR FAILURE TO COMPLETE THE WORK WITHIN THE TIME SPECIFIED IS EXTREMELY DIFFICULT OR IMPOSSIBLE TO DETERMINE. IF THE WORK IS NOT SUBSTANTIALLY COMPLETED IN THE TIME SET FORTH IN THE AGREEMENT, IT IS UNDERSTOOD THAT THE DISTRICT WILL SUFFER DAMAGES. IT BEING IMPRACTICAL AND UNFEASIBLE TO DETERMINE THE AMOUNT OF ACTUAL DAMAGE, IT IS AGREED THE CONTRACTOR SHALL PAY TO THE DISTRICT THE AMOUNT LIQUIDATED DAMAGES SET FORTH IN THE AGREEMENT, FOR EACH CALENDAR DAY OF DELAY IN REACHING SUBSTANTIAL COMPLETION (SEE ARTICLE 1.1.46). CONTRACTOR AND ITS SURETY SHALL BE LIABLE FOR THE AMOUNT THEREOF PURSUANT TO GOVERNMENT CODE SECTION 53069.85.

8.4.2 Delay

Except and only to the extent provided under Article 7 and Article 8, by signing the Agreement, Contractor agrees to bear the risk of delays to Completion of the Work and that Contractor's bid for the Project was made with full knowledge of this risk.

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In agreeing to bear the risk of delays to complete the Work, Contractor understands that, except and only to the extent provided otherwise in Article 7 and 8, the occurrence of events that delay the Work shall not excuse Contractor from its obligation to achieve Completion of the Project within the Contract Time, and shall not entitle the Contractor to an adjustment to the Contract time.

8.4.3 Excusable Delay

Contractor shall not be charged for Liquidated Damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, arising from Rain Float or Project Float, including acts of God, as defined in Public Contract Code section 7105, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with Article 8.3 requiring preparation and submission of a properly prepared CPM schedule.

8.4.3.1 *Excusable Delay Is Not Compensable.* No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

8.4.3.2 *Notification.* The Contractor shall notify the Architect in writing of any anticipated delay and its cause, in order that the Architect may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

8.4.3.3 *Extension Request.* In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work (See Article 7). When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. Blanket or general claims for extra days without specific detailed information as required herein or a blanket or general reservation of rights do not fulfill the requirements of this Article and shall be denied. The justification must include, but is not limited to, the following information:

- a. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform these activities within the stated duration.
- b. Logical ties to the official Baseline Schedule or Approved Updated Schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragnet of any delay of over ten (10) days must be provided.)

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The Contractor and District understand and expressly agree that insofar as Public Contract Code section 7102 may apply to changes in the Work or delays under this Contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.4 Notice by Contractor Required

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. In the case of a Recovery Schedule pursuant to Article 8.3.3.4, Contractor shall submit written notice concurrent with the Recovery Schedule. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected.

Claims relating to time extensions shall be made in accordance with applicable provisions of Article 7.

8.4.4.1 *Adjustment for Compensable Delays.* The Schedule may be adjusted for a delay if, and only if, Contractor undertakes the following:

- a. Contractor submits a timely COR or CO pursuant to the requirements of Article 7.
- b. Contractor submits a fragnet showing the critical path delay caused by the COR, CO, Changed Condition, CCD, or ICD
- c. Contractor has addressed all required float days in the Fragnet.
- d. Contractor submits a complete breakdown of all costs incurred utilizing the format of Article 7.3.3

8.4.5 No Additional Compensation for Coordinating Governmental Submittals and the Resulting Work

CONTRACTOR HAS PLANNED ITS WORK AHEAD OF TIME AND IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID AND HAS INCLUDED ADEQUATE TIME IN THE CONTRACTOR'S BASELINE SCHEDULE. FAILURE TO ADEQUATELY PLAN AND SCHEDULE IS NOT A BASIS TO USE GOVERNMENTAL DELAY FLOAT.

8.4.6 District Right to Accelerate the Work

The District may direct the Contractor to meet schedule requirements when the Work has been delayed. The District shall compensate the Contractor for the additional costs incurred by acceleration to the extent that such costs are directly attributable to the acceleration and are incurred through no fault or negligence of the Contractor.

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8.4.6.1 *Management of Acceleration.* Contractor acceleration shall not include Work that is part of the scope of Work detailed in the Plans and Specifications. Instead, the acceleration costs shall be premium or overtime and quantifiable additional work added to the Project meant to accelerate the Project. Contractor is directed to keep consistent crews on the Project so time can be tracked. If crews are circulated off the Project or crews brought in only for overtime, the District may be charged for Contract Work and not accelerated time. In such case, the District may object to the costs submitted.

8.4.6.2 *Costs for Acceleration.* Cost for Acceleration shall be supported by backup documentation, and time sheets signed by the Inspector for each day work has been performed, at or near the time when the Work was performed. A listing on the time sheet shall document all labor, materials and services utilized that day and provide areas of work, and amount of work performed. Contractor shall comply with submission requirements of Article 7.7.

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ARTICLE 9 PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum or Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 Required Information

Contractor shall furnish the following:

- a. Within ten (10) days after Notice to Proceed, a detailed breakdown of the Contract Price (hereinafter "Schedule of Values") for each Project, Site, building, Milestone or other meaningful method to measure the level of Project Completion as determined by the District shall be submitted as a Submittal for the Project.;
- b. Within ten (10) days after the date of the Notice to Proceed, a schedule of estimated monthly payment requests due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the District may require;
- c. Within ten (10) days after the date of the Notice to Proceed, address, telephone number, telecopier number, California State Contractors License number, classification and monetary value of all subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

9.2.2 Information and Preparation of Schedule of Values

9.2.2.1 *Break Down of Schedule of Values.* Schedule of Values shall be broken down by Project, site, building, Milestone, or other meaningful method to measure the level of Project Completion as determined by the District.

9.2.2.2 *Based on Contractor Bid Costs.* The Schedule of Values shall be based on the costs from Contractor's bid to the District. However, the submission of the Schedule of Values shall not be front loaded so the Contractor is paid a greater value than the value of the Work actually performed and shall not shift funds from parts of the Project that are later to Work that is performed earlier.

9.2.2.3 Largest Dollar Value for Each Line Item. Identify Subcontractors and materials suppliers proposed to provide portions of Work equal to or greater than ten thousand dollars (\$10,000) or one-half of one percent (0.5%) of their Contract Price, whichever is less.

9.2.2.4 *Allowances.* Any Allowances provided for in the Contract shall be a line item in the Schedule of Values.

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9.2.2.5 *Labor and Materials Shall Be Separate.* Labor and Materials shall be broken into two separate line items unless specifically agreed in writing by the District.

9.2.3 District Approval Required

The District shall review all submissions received pursuant to Article 9.2 in a timely manner. All submissions must be approved by the District before becoming the basis of any payment.

9.3 PROGRESS PAYMENTS

9.3.1 Payments to Contractor

Unless there is a resolution indicating that the Work for the Project is substantially complex, within thirty-five (35) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. In the case of a Project designated substantially complex, the sum paid to the Contractor shall be equal to ninety percent (90%) of the value of the Work performed (as certified by the Architect and Inspector and verified by Contractor). The value of the Work completed shall be the Contractor's best estimate. Work completed as estimated shall be an approximation or estimate only and no mistake, inaccuracy, error or falsification in said any approved estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's enforcement of each and every provision of this Contract including but not limited to the Performance Bond and Payment Bond. The District shall have the right to subsequently to correct any mistake, inaccuracy, error or falsification made or otherwise set forth in any approved Request for Payment and such correction may occur in any future Payment Application or in the Retention Payment to the Contractor. No Surety upon any bond shall be relieved, released or exonerated of its obligations under this Contract or any applicable bond when the District is unable to correct an overpayment to the Contractor due to any abandonment by the Contractor or termination by the District.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, glue laminated beams, trusses, bleachers and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

- f. The aggregate cost of materials stored off-site shall not exceed Twenty Five Thousand Dollars (\$25,000) at any time or as otherwise agreed to be District in writing;
- g. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
- h. With each Contractor Request for Payment, the Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each

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location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof;

- i. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
- j. Representatives of the District shall have the right to make inspections of the storage areas at any time; and
- k. Such materials shall be: (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

9.3.2 Purchase of Materials and Equipment and Cost Fluctuations

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays. Contractor understands that materials fluctuate in value and shall have adequately addressed market fluctuations through agreements with Contractor vendors or by other means. Contractor further understands and incorporates into Contractor's bid cost any wage rate increases during the Project for the Contractor's labor force as well as all other Subcontractor and vendor labor forces. District shall not be responsible for market fluctuations in costs or labor rate increases during the Project. Contractor further has incorporated any and all cost increases in areas of Work where there may be schedule variations so that cost increases are not passed through to the District.

9.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Contractor specifically understands that Title 24 Section 4-343 which states:

"It is the duty of the contractor to complete the work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector or DSA in the performance of such duties... In no case, however, shall the instruction of the Architect or registered Engineer be construed to cause work to be done with is not in conformity with the approved Plans, Specifications, and change orders..."

Notwithstanding any payment, the District may enforce each and every provision of this Contract which includes, but is not limited to, the Performance Bond and Payment Bond. The District may correct any error subsequent to any payment. In no event shall the Contractor or the Surety be released or exonerated from performance under this Contract when the District overpays the Contractor based upon any mistake, inaccuracy, error or falsification in any estimate that is included in any Request for Payment.

9.3.4 Issuance of Certificate of Payment

The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for

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withholding approval in whole or in part as provided in Article 9.6. The review of the Contractor's Application for Payment by the Architect is based on the Architect's observations at the Project and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. In some cases, the Architect may act upon or rely on the evaluation of the Work by the Inspector. This review of Payment Applications is sometimes called a "Pencil Draft." District's return of a Pencil Draft shall constitute the District's dispute of the Payment Application that has been submitted. Contractor shall promptly respond to Pencil Drafts or Contractor's Payment Applications may be delayed. Contractor's failure to promptly respond to a Pencil Draft shall qualify as a delay in the prompt payment of a Request for Payment or Request for Retention. The foregoing representations are subject to: (1) an evaluation of the Work for conformance with the Contract Documents, (2) results of subsequent tests and inspections, (3) minor deviations from the Contract Documents correctable prior to completion, and (4) specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute the Contractor's verified representation that the Contractor is entitled to payment in the amount certified.

9.3.5 Payment of Undisputed Contract Payments

In accordance with Public Contract Code section 7100, payments by the District to the Contractor for any and all undisputed amounts (including all Progress Payments, Final Payments or Retention Payment) is contingent upon submission of a proper and accurate Payment Application and the Contractor furnishing the District with a release of all Claims against the District related to such undisputed amounts. Disputed Contract Claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. If, however, the Contractor specifically excludes any Claims, the Contractor shall provide details such as a specific number of disputed days or costs of any such exclusion in accordance with Articles 4.6 and 7.7.

9.4 APPLICATIONS FOR PROGRESS PAYMENTS

9.4.1 Procedure

9.4.1.1 *Application for Progress.* On or before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed. Such application shall be notarized, if required, and supported by the following or such portion thereof as Architect requires:

1. The amount paid to the date of the Payment Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;
2. The amount being requested under the Payment Application by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;
3. The balance that will be due to each of such entities after said payment is made;
4. A certification that the As-Built Drawings and Annotated Specifications are current;

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5. Itemized breakdown of Work done for the purpose of requesting partial payment;
6. An updated or approved Baseline Schedule or other Schedule updates in conformance with Article 8;
7. Failure to submit an updated Schedule for the month or any previous month;
8. The additions to and subtractions from the Contract Price and Contract Time;
9. A summary of the Retention held;
10. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;
11. The percentage of completion of the Contractor's Work by line item;
12. An updated Schedule of Values from the preceding Application for Payment;
13. Prerequisites for Progress Payments; and
14. Any other information or documents reasonably requested by the District, Architect, Inspector or CM (if applicable).

9.4.1.2 *First Payment Request.* The following items, if applicable, must be completed before the first payment request will be accepted for processing:

1. Installation of the Project sign;
2. Receipt by Architect of Submittals;
3. Installation of field office;
4. Installation of temporary facilities and fencing;
5. Submission of documents listed in the Article 9.2 relating to Contract Price breakdown;
6. Preliminary schedule analysis, due within 10 days after Notice to Proceed;
7. Contractor's Baseline Schedule (to be CPM based in conformance with Article 8);
8. Schedule of unit prices, if applicable;
9. Submittal Schedule;
10. Copies of necessary permits;

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11. Copies of authorizations and licenses from governing authorities;
12. Initial progress report;
13. Surveyor qualifications;
14. Written acceptance of District's survey of rough grading, if applicable;
15. List of all Subcontractors, with names, license numbers, telephone numbers, and scope of work;
16. All bonds and insurance endorsements; and
17. Resumes of General Contractor's Project Manager, and if applicable, job site secretary, record documents recorder, and job site Superintendent.

9.4.1.3 *Second Payment Request.* The second payment request will not be processed until all Submittals and Shop Drawings have been accepted for review by the Architect.

9.4.1.4 *All Payment Requests.* No payment requests will be processed unless Contractor has submitted copies of the certified payroll records for the Work which correlates to the payment request and a proper CPM schedule pursuant to Article 8 is submitted.

9.4.1.5 *Final Payment Application (90% or 95%).* See Article 9.11.1

9.4.1.6 *Final Payment Application (100%).* See Article 9.11.3

9.5 STOP NOTICE CLAIMS AND WARRANTY OF TITLE

The Contractor warrants title to all Work. The Contractor further warrants that all Work is free and clear of liens, claims, security interests, stop notices, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Failure to keep work free of liens, stop notices, claims, security interests or encumbrances is grounds to make a claim against Contractor's Payment and Performance Bond to immediately remedy and defend.

If a lien or stop notice of any nature should at any time be filed against the Work or any District property, by any entity which has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or stop notice to be released or discharged immediately therefrom.

If the Contractor fails to furnish to the District within ten (10) calendar days after written demand by the District, satisfactory evidence that a lien or stop notice has been so released, discharged, or secured, then District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract. In addition, any liens, stop notices, claims, security interests or encumbrances shall trigger the indemnification requirements under Article 3.15 and the Agreement Form, and shall act as a trigger under Civil Code section 2778 and 2779 requiring reimbursement for any and all costs following the District's written demand has been made. Any withholdings by the District for stop notices in accordance with Civil Code section 9358 shall not be a

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basis by the Contractor to make a Claim for interest penalties under Public Contract Code sections 7107 or 20104.50.

9.6 DECISIONS TO WITHHOLD PAYMENT

9.6.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required by Article 9.4 cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

- a. Defective Work not remedied;
- b. Stop notices served upon the District;
- c. Liquidated Damages assessed against the Contractor;
- d. The cost of Completion of the Contract if there exists reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Price or by the completion date;
- e. Damage to the District or other contractor;
- f. Unsatisfactory prosecution of the Work by the Contractor;
- g. Failure to store and properly secure materials;
- h. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, Shop Drawings, Submittal schedules, Schedule of Values, Product Data and samples, proposed product lists, executed Change Order, Construction Change Documents, and verified reports;
- i. Failure of the Contractor to maintain As-Built Drawings;
- j. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Payment Application;
- k. Unauthorized deviations from the Contract Documents (including but not limited to Unresolved Notices of Deviations (DSA Form 154));
- l. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
- m. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
- n. Failure to properly maintain or clean up the Site;
- o. Payments to indemnify, defend, or hold harmless the District;

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- p. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;
- q. Failure to submit an acceptable Baseline Schedule or any Schedule or Schedule update in accordance with Article 8;
- r. Failure to pay Subcontractor or suppliers as required by Article 9.8.1
- s. Failure to secure warranties, including the cost to pay for warranties;
- t. Failure to provide releases from material suppliers or Subcontractors when requested to do so;
- u. Items deducted pursuant to Article 2.2;
- v. Incomplete Punch List items under Article 9.9.1.1 which have gone through the Article 2.2 process; or
- w. Allowances that have not been used.

9.6.2 Reallocation of Withheld Amounts

District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in Article 9.6.1 and 9.5. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies. The District shall adjust the total Contract price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least 150% of the estimated reasonable value of the nonconforming Work) shall be made therefor.

9.6.3 Payment After Cure

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

9.7 NONCONFORMING WORK

Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all Work of other contractors destroyed or damaged by such removal or replacement.

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If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

9.8 SUBCONTRACTOR PAYMENTS

9.8.1 Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.8.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.8.3 Payment Not Constituting Approval or Acceptance

An approved Request for Payment, a progress payment, a Certificate of Substantial Completion, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work that is not in accordance with the Contract Documents.

9.8.4 Joint Checks

District shall have the right, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District. The District may choose to issue joint checks at District's sole discretion and only after all the requirements of that particular community college district and county are specifically met. Some community college districts cannot issue joint checks, so the ability to issue joint checks depends on the community college district and the specific circumstances.

9.9 COMPLETION OF THE WORK

9.9.1 Close-Out Procedures

9.9.1.1 *Incomplete Punch Items.* When the Contractor considers the Work Substantially Complete (See Article 1.1.46 for definition of Substantially Complete), the Contractor shall prepare and submit to the District a comprehensive list of minor items to be completed or corrected (hereinafter "Incomplete Punch Items" or "Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct the Incomplete Punch Items listed. Failure to include an item

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on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Contractor is aware that Title 24 Section 4-343(a) provides:

“RESPONSIBILITIES. IT IS THE DUTY OF THE CONTRACTOR TO COMPLETE THE WORK COVERED BY HIS OR HER CONTRACT IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS THEREFOR. THE CONTRACTOR IN NO WAY IS RELIEVED OF ANY RESPONSIBILITY BY THE ACTIVITIES OF THE ARCHITECT, ENGINEER, INSPECTOR OR DSA IN THE PERFORMANCE OF SUCH DUTIES.

9.9.1.2 *Punch List Is Prepared Only After the Project Is Substantially Complete.* If any of the conditions noted in Article 1.1.46 as defining Substantial Completion are not met, the Inspector, Architect or District may reject Contractor’s Incomplete Punch Items as premature. If the Architect and Inspector commence review of Incomplete Punch Items, all rights are reserved until the Project actually meets the definition of Substantially Complete. Liquidated Damages, warranties, and other contractual rights are not affected by Incomplete Punch Items unless otherwise addressed in these General Conditions.

Once the Inspector and the Architect determine the Project is Substantially Complete, a Certificate of Substantial Completion shall be issued. The Inspector and Architect shall prepare a Punch List of items which is an inspection report of the Work, if any, required in order to complete the Contract Documents and ensure compliance with the DSA Approved Plans so the Project may be Completed by the Contractor and a final DSA Close-Out is approved. When all Work for the Project is Complete, including Punch Lists and all Work complies with the approved Contract Documents and Change Orders, the Project has reached Final Completion.

9.9.1.3 *Time for Completion of Punch List.* Contractor shall only be given a period of no more than thirty (30) days to complete the Punch List for the Project. During the Punch List period, the Contractor’s Superintendent and Project Manager shall remain engaged in the Project and shall not be removed or replaced. If the Punch List is not completed at the end of the Punch List time then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

Failure to issue a timely written request for additional time to complete Punch List shall result in the deletion of the remaining Punch List Work pursuant to Article 2.2 and the issuance of a Deductive Change Order.

- a. Extension of Time to Complete Punch List. If Contractor cannot finish the Punch List Work during the time period allotted under Article 9.9.1.3, the Contractor may make a written request for a Non-Compensable Punch List time extension accompanied by an estimate of the number of additional days it will take to complete the Punch List Work for a written consent from the District to allow continued Punch List Work. Punch List time extensions are a maximum of thirty (30) days for each request and must be accompanied by an itemized valued Punch List.
- b. If there is no valued Punch List accompanying any request or if Contractor intends to undertake Punch List without the continued support and supervision of its Superintendent and Project Manager (as required

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under Article 3.2), the District, Construction Manager or Architect may issue a valued Punch List, reject the Punch List Time Extension and deduct 150% of the valued Punch List pursuant to Article 2.2 and proceed to Close-Out the Project. Contractor shall cease work on the Project and proceed to complete Contractor's Retention Payment Application and complete the Work for the Project required pursuant to Article 9.11.3.

9.9.1.4 *District Rejection of Written Request for Punch List Time Extensions.* Following sixty (60) Days of Punch List under Article 9.9.1.3, the District has the option of rejecting Punch List Time Extension requests. The District may proceed under Article 2.2 and deduct the value of remaining Punch List Work pursuant to Article 2.2. If the District rejects the Punch List Time Extension request then Contractor shall cease Work on the Project and proceed to Final Inspection pursuant to Article 9.11.2.

9.9.1.5 *Punch List Liquidated Damages to Compensate for Added District Project Costs.* If the total time utilized for Punch List exceeds sixty (60) days [the thirty (30) day period under Article 9.9.1.3 plus an additional thirty (30) day period that has been requested in writing], and the District grants an additional written Punch List Time Extension that exceeds sixty (60) days of Punch List, then Contractor shall be charged Liquidated Damages of at least \$750 per day for continued Punch List Work to partially compensate the Inspector, Architect, and Construction Manager's extended time on the Project. This Punch List Liquidated Damage number is based on anticipated cost for an Inspector on site and additional costs for the Architect and Construction Manager to reinspect Punch List items and perform the administration of the Close-out.

Contractor received thirty (30) days without any charges for Punch List Liquidated Damages and is placed on notice pursuant to this Article 9.9.1.5 that \$750 is due for each day of Punch List that exceeds sixty (60) days at \$750, a cost much lower than typical (and actual) costs for Inspection, Architect and Construction Manager time required during Punch List. Starting at ninety (90) days of Punch List (an excessive number of days to complete Punch List), the District shall be entitled to adjust Punch List Liquidated Damages to an estimate of the actual costs incurred to oversee, monitor and inspect the Punch List. If costs exceed \$750 per day, the anticipated extended contract charges for Inspection, Architect, Construction Manager, and any other costs that will be incurred due to the extended Punch List shall be itemized and a daily rate of Punch List Liquidated Damages shall be presented in writing to the Contractor within five (5) days following the receipt of a written request for Punch List Time Extension by the Contractor that extends the Punch List time beyond ninety (90) days. This written notice of actual Punch List Liquidated Damages may be provided to the Contractor at any time following the first written request for Punch List Time extension requested under Article 9.9.1.3. The adjusted actual Punch List Liquidated Damage amount shall be applicable as Punch List Liquidated Damages commencing on the ninetieth (90th) day of Punch List.

9.9.2 Close-Out Requirements for Final Completion of the Project

- a. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected
- b. As-Builts Up to Date and Complete. The intent of this procedure is to obtain an exact "As-Built" record of the Work upon completion of the project. The following information shall be carefully and correctly drawn on the prints and all

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items shall be accurately located and dimensioned from finished surfaces of building walls on all As-Built Drawings

1. The exact location and elevations of all covered utilities, including valves, cleanouts, etc. must be shown on As-Built Drawings
2. Contractor is liable and responsible for inaccuracies in As-Built Drawings, even though they become evident at some future date.
3. Upon completion of the Work and as a condition precedent to approval of Retention Payment, Contractor shall obtain the Inspector's approval of the "As-Built" information. When completed, Contractor shall deliver corrected sepias and/or a Diskette with an electronic file in a format acceptable to the District.
4. District may withhold the cost to hire a draftsman and potholing and testing service to complete Record As-Built Drawings at substantial cost if the Contractor does not deliver a complete set of Record As-Built Drawings. This shall result in withholding of between \$10,000 to \$20,000 per building that does not have a corresponding Record As Built Drawing.

c. Any Work not installed as originally indicated on Drawings

d. All DSA Close-Out requirements (See DSA Certification Guide) Contractor is also specifically directed to Item 3.2 in the DSA Certification Guide and the applicable certificates for the DSA-311 form.

e. Submission of Form 6-C. Contractor shall be required to execute a Form 6-C as required under Title 24 Sections 4-343. The Contractor understands that the filing with DSA of a Form 6-C is a requirement to obtain final DSA Approval of the construction by Contractor and utilized to verify under penalty of perjury that the Work performed by Contractor complies with the DSA approved Contract Documents. The failure to file a DSA Form 6C has two consequences. First, the Construction of the Project will not comply with the design immunity provisions of Government Code section 830.6 and exposes the District and the individual Board members to personal liability for injuries that occur on the Project.

Secondly , under DSA IR A-20, since the Project cannot be Certified by DSA, no future or further Projects will be authorized so Contractor will have essentially condemned the campus from any future modernization or addition of new classrooms through their failure to file the DSA Form 6C.

1. *Execution of the DSA Form 6-C is Mandatory.* Refusal to execute the Form 6-C, which is a Final DSA Verified Report that all Work performed complies with the DSA approved Contract Documents is a violation of Education Code section 81144 and shall be referred to the Attorney General for Prosecution.
2. *Referral to the District Attorney for Extortion.* If the Contractor's refusal to execute the DSA Form 6C is to leverage a Dispute, Claim or litigation,

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then the matter shall also be referred to the District Attorney for prosecution for extortion.

3. *Contractor shall be Responsible for All Costs to Certify the Project.* The District may certify the Project complies with Approved Plans and Specifications by utilizing the procedures under the Project Certification Guide (located at the DSA website). All costs for professionals, inspection, and testing required for an alternate Project Certification shall be the Contractor's responsibility and the District reserves its right to institute legal action against the Contractor and Contractor's Surety for all costs to certify the Project and all costs to correct Non-Compliant Work that is discovered during the Alternate Certification Process.
- f. ADA Work that must be corrected to receive DSA certification. See Article 12.2.
- g. Maintenance Manuals. At least thirty (30) days prior to final inspection, three (3) copies of complete operations and maintenance manuals, repair parts lists, service instructions for all electrical and mechanical equipment, and equipment warranties shall be submitted. All installation, operating, and maintenance information and Drawings shall be bound in 8½" x 11" binders. Provide a table of contents in front and all items shall be indexed with tabs. Each manual shall also contain a list of Subcontractors, with their addresses and the names of persons to contact in cases of emergency. Identifying labels shall provide names of manufactures, their addresses, ratings, and capacities of equipment and machinery.
 1. Maintenance manuals shall also be delivered in electronic media for the Project. Any demonstration videos shall also be provided on electronic media.
- h. Inspection Requirements. Before calling for final inspection, Contractor shall determine that the following Work has been performed:
 1. The Work has been completed;
 2. All fire/ life safety items are completed and in working order;
 3. Mechanical and electrical Work complete, fixtures in place, connected and tested;
 4. Electrical circuits scheduled in panels and disconnect switches labeled;
 5. Painting and special finishes complete;
 6. Doors complete with hardware, cleaned of protective film relieved of sticking or binding and in working order;
 7. Tops and bottoms of doors sealed;
 8. Floors waxed and polished as specified;

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9. Broken glass replaced and glass cleaned;
10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site;
11. Work cleaned, free of stains, scratches, and other foreign matter, replacement of damaged and broken material;
12. Finished and decorative work shall have marks, dirt and superfluous labels removed;
13. Final cleanup, as in Article 3.12;
14. All Work pursuant to Article 9.11.2; and
15. Furnish a letter to District stating that the District's Representative or other designated person or persons have been instructed in working characteristics of mechanical and electrical equipment.

9.9.3 Costs of Multiple Inspections

More than two (2) requests of the District to make inspections required under Article 9.9.1 shall be considered an additional service of Architect, Inspector, Engineer or other consultants shall be the Contractor's responsibility pursuant to Article 4.5 and all subsequent costs will be prepared as a Deductive Change Order.

9.10 PARTIAL OCCUPANCY OR USE

9.10.1 District's Rights

The District may occupy or use any completed or partially completed portion of the Work at any stage. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. If District and Contractor cannot agree as to responsibilities such disagreement shall be resolved pursuant to Article 4.6. When the Contractor considers a portion complete, the Contractor shall prepare and submit a Punch List to the District as provided under Article 9.9.1.

9.10.2 Inspection Prior to Occupancy or Use

Immediately prior to such partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

9.10.3 No Waiver

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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9.11 COMPLETION AND FINAL PAYMENT

9.11.1 Final Payment (90% Billing if Substantially Complex Finding and 95% Billing If No Finding Is Made)

The following items must be completed before the Final Payment Application will be accepted for processing at Substantial Completion of the Project:

- a. Inspector sign-off of each item in the DSA 152 Project Inspection Card;
- b. The Project has reached the Punch List items under Article 9.9.1.2 and the Project has been determined to be Substantially Complete under Article 1.1.46;
- c. Removal of temporary facilities and services;
- d. Testing, adjusting and balance records are complete;
- e. Removal of surplus materials, rubbish, and similar elements;
- f. Changeover of door locks;
- g. Deductive items pursuant to Article 9.6 and Article 2.2; and
- h. Completion and submission of all final Change Orders for the Project.

9.11.2 Final Inspection (Punch List Completion)

Contractor shall comply with Punch List procedures under Article 9.9.1.1, and maintain the presence of Project Superintendent and Project Manager (not replacement project superintendent or project manager) until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List.

Upon completion of the Work under Article 9.9.1, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District find the Work contained in the Punch List acceptable under the Contract Documents, the Work shall have reached Final Completion. Architect shall notify Contractor, who shall then submit to the Architect its Application for Retention Payment. This Application for Retention Payment shall contain any deductions under Article 9.6, including but not limited to incomplete Punch List items under Article 9.9.1.

Upon receipt and approval of Application for Retention Payment, the Architect shall issue a Form 6 stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (which, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of payment from the District, pay the amounts due Subcontractors.

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If the Architect and the District find that the Work contained in the Punch List is unacceptable, then Contractor shall issue a valued Punch List within 5 days after the date the Punch List time ends. If Contractor does not issue such a list, the District or Architect may issue a valued Punch List to the Contractor and withhold up to 150% of the value of the Punch List Work pursuant to Article 2.2 of this Agreement.

9.11.3 Retainage (100% Billing for the Entire Project)

The retainage, less any amounts disputed by the District or which the District has the right to withhold pursuant to the Contract Documents (including but not limited to incomplete Punch List items under Article 9.9.1), shall be paid after approval by the District of the Application for Retention Payment, after the satisfaction of the conditions set forth in Article 9, the Final Inspection under Article 9.11.2 is completed, and after thirty-five (35) days after the acceptance of the Work and recording of the Notice of Completion by District. No interest shall be paid on any retainage, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any escrow agreement between the District and the Contractor.

- a. Procedures for Application for Retention Payment. The following conditions must be fulfilled prior to release of Retention Payment:
 1. A full and final waiver or release of all stop notices in connection with the Work shall be submitted by Contractor, including a release of stop notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
 2. The Contractor shall have made all corrections, including all Punch List Items, to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.
 3. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, releases from the Surety and warranty bonds (if applicable) required by the Contract Documents for its portion of the Work.
 4. Contractor must have completed all requirements set forth in Article 9.9
 5. Contractor must have issued a Form 6C for the Project.
 6. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.
 7. The Contractor shall have completed final clean up as required by Article 3.12

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8. Contractor shall have all deductive items under Article 9.6 and Article 2.2 submitted as part of the Retention Payment.

9.11.4 Recording of a Notice of Completion After Punch List Period and Final Inspection.

When the Work, or designated portion thereof, is complete or the District has completed the Article 9.6 and/or the Article 2.2 process, whichever occurs first, the District will file either a Notice of Completion or a Notice of Completion noting valued Punch List items. Valued Punch List items will be deducted from the Retention Payment.

During the time when Work is being performed on the Punch List, the Project does not meet the definition of "Complete" under Public Contract Code section 7107(c)(1) even if there is "beneficial occupancy" of the Project since that has been no "cessation of labor" on the Project. Completion of Punch List under this Article is not "testing, startup, or commissioning by the public entity or its agent." In other words, the continuing Punch List Work is Contractor labor on the Project until each and every item of Punch List Work is complete or the time periods under Article 9.9.1 have expired.

9.11.5 Warranties

Warranties required by the Contract Documents shall commence on the date of Completion of the entire Work. Warranty periods DO NOT commence at Substantial Completion or when a particular Subcontractor work is complete. No additional charges, extras, Change Orders, or Claims may be sought for warranties commencing from the Notice of Completion.

District shall have the right to utilize equipment, test, and operate as necessary for acclimation, or testing without voiding or starting warranties. Taking beneficial occupancy shall not start warranties except in the case where the District agrees, in writing, that warranties shall commence running or where the District is taking phased occupancy of specific buildings or areas and completes separate Punch Lists as further addressed in Article 4.2.7.

9.11.6 Time for Submission of Application for Final Payment and Retention Payment (Unilateral Processing of Final and Retention Payment Application).

If Contractor submits a Final Payment Application which fails to include deductive items under Article 9.6, the District or Architect shall note this defective request for Final Payment Application. The Contractor shall be notified that specific deductive items shall be included in the Final Payment Application. If Contractor either continues to submit the Final Payment Application without deductive items under Article 9.6, or a period of 14 calendar days passes after Contractor is provided written notice of deductive items for inclusion in Final Payment Application, then District may either alter the Final Payment Application and recalculate the math on the Final Payment Application to address the Article 9.6 deductive items or process a unilateral Final Payment Application.

9.11.7 Unilateral Release of Retention

After the recordation of the Notice of Completion, or within sixty (60) days following the completion of the Punch List or the expiration of the time for completion of Punch List under Article 9.9.1, if Contractor does not make an Application for Release of Retention, the District may unilaterally release retention less any deducts under Article 9.6 and/or Article 2.2, withholds due to stop notices, or withholdings due to other defective Work on the Project. District may also choose to unilaterally release Retention after deduction of 150% of any disputed items, which may also include items under Article 9.6

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and 2.2. If a deduction pursuant to Article 9.6 is made from Retention, a letter deducting specific valued items shall be considered a notice of Default under the terms of the Escrow Agreement.

9.12 SUBSTITUTION OF SECURITIES

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300 as set forth in the form contained in the Bid Documents.

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ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 Contractor Responsibility

The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the District. All Work shall be solely at the Contractor's risk, with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105(b)(2).

Contractor shall take, and require Subcontractor to take, all necessary precautions for safety of workers on the Work and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or Architect or required by conditions and progress of Work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. The name and position of person so designated shall be reported to District by Contractor. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected promptly.

10.1.2 Subcontractor Responsibility

Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 Cooperation

All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.

10.1.4 Accident Reports

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Subcontractors shall immediately, within two (2) days, report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported within four (4) days by telephone or messenger. Contractor shall thereafter immediately, within two (2) days, report the facts in writing to the District and the Architect giving full details of the accident.

10.1.5 First-Aid Supplies at Site

The Contractor will provide and maintain at the Site first-aid supplies which complies with the current Occupational Safety and Health Regulations.

10.1.6 Material Safety Data Sheets and Compliance with Proposition 65

Contractor is required to have material safety data sheets available in a readily accessible place at the job site for any material requiring a material safety data sheet per the Federal "hazard communication" standard, or employees' "right-to-know law." The Contractor is also required to properly label any substance brought into the job site, and require that any person working with the material, or within the general area of the material, is informed of the hazards of the substance and follows proper handling and protection procedures.

Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this Section, and to comply fully with its requirements.

10.1.7 Non-Utilization of Asbestos Material

NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

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The asbestos consultant shall be chosen and approved by the District, who shall have sole discretion and final determination in this matter.

The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

Interface of Work under this Contract with Work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 The Contractor

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

- a. Employees on the Work and other persons who may be affected thereby;
- b. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- c. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor is constructive owner of Project site as more fully discussed in Article 6.2.

10.2.2 Contractor Notices

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 Safety Barriers and Safeguards

The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 Use or Storage of Hazardous Material

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District

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any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

10.2.5 Protection of Work

The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District.

The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work.

Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

10.2.6 Requirements for Existing Sites

Contractor shall (unless waived by the District in writing):

- a. When performing construction on existing sites, become informed and take into specific account the maturity of the students on the Site; and perform Work which may interfere with school routine before or after campus hours, enclose working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular campus activities. The Contractor shall comply with Specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with the campus functioning.
- b. Avoid performing any Work that will disturb students during testing.
- c. Provide substantial barricades around any shrubs or trees indicated to be preserved.
- d. Deliver materials to building area over route designated by Architect.
- e. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.
- f. Confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits or directions of Architect; and not interfere with the Work or unreasonably encumber premises or overload any structure with materials; and enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on the Project site.

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- g. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with county and local authorities, at no cost to the District. All filing and plan check fees shall be paid by Contractor.
- h. Provide District on request with Contractor's written safety program and safety plan for each site.

10.2.7 Shoring and Structural Loading

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel Work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

10.2.8 Conformance within Established Limits

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District or the Contractor, and shall not unreasonably encumber the premises with construction equipment or materials.

10.2.9 Subcontractor Enforcement of Rules

Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.2.10 Site Access

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

10.2.11 Security Services.

The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

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10.3 EMERGENCIES

10.3.1 Emergency Action

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 7.

10.3.2 Accident Reports

The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses in conformance with Article 10.1.4. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported in accordance with Article 10.1.4, immediately by telephone or messenger to the District.

10.4 HAZARDOUS MATERIALS

10.4.1 Discovery of Hazardous Materials

In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

10.4.2 Hazardous Material Work Limitations

In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material Work in the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

10.4.3 Indemnification by Contractor for Hazardous Material Caused by Contractor

In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents,

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officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

10.4.4 Terms of Hazardous Material Provision

The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

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ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 Insurance Requirements

Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least an A-VIII status as rated in the most recent edition of Best's Insurance Reports or as amended by the Supplementary General Conditions, such insurance as will protect the District from claims set forth below, which may arise out of or result from the Contractor's Work under the Contract and for which the Contractor may be legally liable, whether such Work are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Any required insurance shall not contain any exclusion that applies to the type of work performed by the Contractor under the Contract Documents.

- a. Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;
- b. Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;
- c. Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;
- d. Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;
- e. Claims involving contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- f. Claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)
- g. Claims involving sudden or accidental discharge of contaminants or pollutants.

11.1.2 Specific Insurance Requirements

Contractor shall take out and maintain and shall require all Subcontractors, if any, whether primary or secondary, to take out and maintain:

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Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than \$2,000,000.00 or Commercial General Liability Insurance which provides limits of not less than:

- (a) Per occurrence (combined single limit)..... \$2,000,000.00
- (b) Project Specific Aggregate (for this Project only) \$2,000,000.00
- (c) Products and Completed Operations (aggregate)..... \$2,000,000.00
- (d) Personal and Advertising Injury Limit..... \$1,000,000.00

Insurance Covering Special Hazards

The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

- (a) Automotive and truck where operated in amounts \$1,000,000.00
- (b) Material Hoist where used in amounts..... \$1,000,000.00
- (c) Explosion, Collapse and Underground
(XCU coverage)..... \$1,000,000.00
- (d) Hazardous Materials..... \$1,000,000.00

In addition, provide Excess Liability Insurance coverage in the amount of Four Million Dollars (\$4,000,000.00).

11.1.3 Subcontractor Insurance Requirements

The Contractor shall require its Subcontractors to take out and maintain public liability insurance and property damage insurance required under Article 11.1 in like amounts. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of Article 11.1 without prior written approval of the District.

11.1.4 Additional Insured Endorsement Requirements

The Contractor shall name, on any policy of insurance required under Article 11.1, the District, PMO (AECOM), CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor pursuant to

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11.1 must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.2 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation and employer's liability insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's Work is subcontracted, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Article 11.6 and in compliance with Labor Code § 3700.

Workers' compensation limits as required by the Labor Code, but not less than \$1,000,000 and employers' liability limits of \$1,000,000 per accident for bodily injury or disease.

11.3 BUILDER'S RISK/ "ALL RISK" INSURANCE

11.3.1 Course-of-Construction Insurance Requirements

The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder's Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the "Builder's Risk/All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no Claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

11.4 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect the Project against loss or damage in full until

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the Work is accepted by the District. This requirement may be waived upon confirmation by the District that such coverage is provided under the Builder's Risk Insurance being provided.

11.5 AUTOMOBILE LIABILITY

11.5.1 The District, Architect and Construction Manager, Inspectors, their directors, officers, employees, agents and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible. Such insurance coverage shall be primary and non-contributory insurance as respects the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it. The insurer shall agree to waive all rights of subrogation against the District, Architect, Construction Manager, Project Inspector, their directors, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy that arise from Work performed by the Contractor.

11.5.2 Insurance Services Office Business Auto Coverage Form Number CA 0001, Code 1 (any auto) is required. Comprehensive Automobile Liability insurance to include all autos, owned, non-owned, and hired, with limits of \$1,000,000 per accident for bodily injury and property damage.

11.6 OTHER INSURANCE

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.7 PROOF OF INSURANCE

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance and certificates have been obtained and delivered in duplicate to the District for approval subject to the following requirements:

a. Certificates and insurance policies shall include the following clause:

"This policy and any coverage shall not be suspended, voided, non-renewed, canceled, or reduced in required limits of liability or amounts of insurance or coverage until notice has been mailed via certified mail to the District. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice."

- b. Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.
- c. Certificates of insurance shall clearly state that the District and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by District.

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- d. The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the District.

11.8 COMPLIANCE

In the event of the failure of Contractor to furnish and maintain any insurance required by this Article 11, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates or policies evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the District and the Architect.

11.9 WAIVER OF SUBROGATION

Contractor waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

The provisions of this Article are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

11.10 PERFORMANCE AND PAYMENT BONDS

11.10.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to furnish the required bonds, the District may terminate the Contract for cause.

11.10.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

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11.10.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

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ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

12.1 COMPLIANCE WITH TITLE 24 INSTALLATION REQUIREMENTS

Contractor is aware of the requirements governing Contractor's Work under title 24 Section 4-343 which provides, in pertinent part:

4-343. Duties of the Contractor.

(a) **Responsibilities.** It is the duty of the contractor to complete the Work covered by his or her contract in accordance with the approved Plans and Specifications therefore. The contractor in no way is relieved of any responsibility by the activities of the architect, engineer, Inspector or DSA in the performance of such duties.

(b) **Performance of the Work.** The contractor shall carefully study the approved Plans and Specifications and shall plan a schedule of operations well ahead of time. If at any time it is discovered that Work is being done which is not in accordance with the approved Plans and Specifications, the contractor shall correct the Work immediately. All inconsistencies or items which appear to be in error in the Plans and Specifications shall be promptly called to the attention of the architect or registered engineer, through the Inspector, for interpretation or correction. In no case, however, shall the instruction of the architect or registered engineer be construed to cause Work to be done which is not in conformity with the approved Plans, Specifications, and Change Orders. The contractor must notify the Project Inspector, in advance, of the commencement of construction of each and every aspect of the Work.

12.1.1 Issuance of Notices of Non-Compliance

The Inspector may issue a Notice of Non-Compliance on the Project indicating deviation from Plans and Specifications. It is Contractor's responsibility to correct all deviations from the approved Plans and Specifications unless the District has issued an Immediate Change Directive. In such case, the Contractor shall proceed with the Work with the understandings of the District as set forth in the ICD and as specifically noted in Article 7.3.

12.2 SPECIAL NOTICE OF AMERICAN'S WITH DISABILITIES ACT

Some of the requirements in the Plans and Specifications are meant to comply with the Americans with Disabilities Act ("ADA"). The requirements of the ADA are technical in nature and may appear to be minor in nature (i.e. whether a walkway or ramp has a 2% cross-slope). Contractor is warned that even the slightest deviation from the specific requirements from the ADA is considered a Civil Rights violation and subjects the District to fines of three times actual damages sustained by a handicap individual or up to \$4,000 per violation and attorney's fees required to enforce the ADA violation. As a result of the significant liability and exposure associated with ADA aspects of the Contract, Contractor shall take special care to meet all ADA requirements detailed in the Plans and Specifications. Failure to comply with ADA rules that results in a Notice of Non-Compliance shall be repaired to meet ADA requirements promptly. In addition, any ADA violations that are not identified by Inspector or Architect that are later identified shall be repaired and charged back to the Contractor through a Deductive Change Order.

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12.2.1 Indemnification of ADA Claims

Contractor shall indemnify, hold harmless and defend the District from ADA claims arising from the failure to comply with the Plans and Specifications. Further, any withholdings for ADA violations under Article 9.6 shall include potential redesign costs and an accelerated repair costs due to the potential for ADA claims arising from DSA posting of ADA violations on the Project.

12.3 UNCOVERING OF WORK

12.3.1 Uncovering Work for Required Inspections

Work shall not be covered without the Inspector's review and the Architect's knowledge that the Work conforms with the requirements of the approved Plans and Specifications (except in the case of an ICD under Article 7.3). Inspector must be timely notified of inspections and of new areas so Work can be inspected at least 48 hours before opening a new area (For example, see DSA Form 156 for Commencement/Completion of Work Notification which requires "at least 48 hour" advance notification of a new area). An Inspector must comply with DSA protocols for signing each category or phase of Work under DSA Form 152 (in compliance with the Form 152 Manual) or a Notice of Deviation (DSA Form 154) will be issued requiring the Work that was not inspected be uncovered for inspection. Thus, if a portion of the Work is covered without inspection or Architect approval, is subject to a Notice of Non-Compliance for being undertaken without inspection, or otherwise not in compliance with the Contract Documents, after issuance of a Written Notice of Non-Compliance (Form 154) or a written notice to uncover Work, Contractor shall promptly uncover all Work (which includes furnishing all necessary facilities, labor, and material) for the Inspector's or the Architect's observation and such Work shall be replaced at the Contractor's expense without change in the Contract Sum or Time.

12.3.2 Costs for Inspections Not Required

If a portion of the Work has been covered is believed to be Non-Conforming to the Plans and Specifications, even if the Form 152 for the category of Work has been signed by the Inspector, the Inspector or the Architect may request to see such Work, and it shall be promptly uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order and shall, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall be responsible for all costs to uncover the Work, delays incurred to uncover the Work, and Contractor shall pay all costs to correct the Non-Conforming construction condition unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.4 CORRECTION OF WORK

12.4.1 Correction of Rejected Work

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not Fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including cost for delays that may be incurred by Contractor or Subcontractors, the cost for additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby (including costs for preparing a CCD, DSA CCD review fees, and additional inspection and special inspection costs).

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12.4.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established under Article 9.9.1, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation under this Article 12.4.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.4.3 District's Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct the Work and seek a Deductive Change Order, pursuant to Article 9.6 or Article 2.2.

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ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

13.4.1 Duties and Obligations Cumulative

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 No Waiver

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Division 1, Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory

The District will select and pay an independent testing laboratory to conduct all tests and inspections. Selection of the materials required to be tested shall be made by the laboratory or the

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District's representative and not by the Contractor. See Articles 3.13.1 and 4.3.6 regarding costs or expenses of inspection or testing outside of the Project Site.

13.5.3 Advance Notice to Inspector

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Article 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Articles 13.5.6 and 13.5.7.

13.5.6 Costs for Retesting

If such procedures for testing, inspection, or approval under Articles 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet

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

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13.6.2 Excavation Safety

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

13.6.3 No Tort Liability of District

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

13.6.4 No Excavation without Permits

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

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations (“Director”). These rates are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform Work on the Project, but such Work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the Contract Documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

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13.7.4 Per Diem Wages

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District, not more than Two Hundred Dollars (\$200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.7.6 Monitoring and Enforcement by Labor Commissioner

Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests.

The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

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Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

13.8 RECORDS OF WAGES PAID

13.8.1 Payroll Records

- a. Pursuant to §1776 of the Labor Code, the Contractor and each Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work classification and 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 Project.

All payroll records as specified in Labor Code §1776 of the Contractor and all Subcontractors shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code §1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Payroll records as specified in Labor Code §1776 shall be certified and submitted to the District with each application for payment. All payroll records shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1. A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.
 2. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of District, the Division of Labor Standards Enforcement or the Division of Apprenticeship Standards of the Department of Industrial Relations.
 3. A certified copy of all payroll records shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to Paragraph (2) above, the requesting party shall, prior to being provided the records, reimburse the costs, according to law for the preparation by the Contractor, Subcontractor(s), and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.
- b. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division of Labor Standards Enforcement.

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- c. The Contractor or Subcontractor(s) shall file a certified copy of all payroll records with the entity that requested such records within 10 calendar days after receipt of a written request.
- d. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the Subcontractor(s) performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.
- e. The Contractor shall inform the District of the location of all payroll records, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
- f. The Contractor or Subcontractor(s) shall have 10 calendar days in which to comply subsequent to receipt of a written notice requesting payroll records. In the event that the Contractor or Subcontractor(s) fails to comply within the 10-day period, the Contractor or Subcontractor(s) shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) 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.

Responsibility for compliance with this Article shall rest upon the Contractor.

13.8.2 Withholding of Contract Payments & Penalties

The District may withhold or delay contract payments to the Contractor and/or any Subcontractor if:

- a. The required prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations is not paid to all workers employed on the Project; or
- b. The Contractor or Subcontractor(s) fail to submit all required certified payroll records with each application for payment, but not less than once per month; or
- c. The Contractor or Subcontractor(s) submit incomplete or inadequate payroll records; or

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- d. The Contractor or Subcontractor(s) fail to comply with the Labor Code requirements concerning apprentices; or
- e. The Contractor or Subcontractor(s) fail to comply with any applicable state laws governing workers on public works projects.

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information

Prior to commencing Work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District if requested. Within 60 days after concluding Work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

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13.9.4 Apprentice Fund

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District 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 the purchase 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 the awarding body tenders Retention Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AND DISTRICT CONDUCTED AUDITS

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of

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five (5) years after Retention Payment is made or a Notice of Completion is Recorded, whichever occurs first. Contractor shall preserve and cause to be preserved such books, records, hard drives, electronic media, and files for the audit period.

Pursuant to the remedies under Public Contract Code section 9201 and Government Code section 930.2, Contractor, through execution of this Agreement, also agrees the District shall have the right to review and audit, upon reasonable notice, the books and records of the Contractor concerning any monies associated with the Project. The purpose of this "Audit" is to quickly and efficiently resolve Disputes and Claims based on the actual costs incurred and to reduce the uncertainty in resolving Disputes and Claims with limited information. The District shall perform any audits at its own cost and any such audit shall be performed by an independent auditor, having no direct or indirect relationship with the functions or activities being audited or with the business conducted by the Contractor or District. In the event the independent auditor determines that Change Orders, response to Request for Proposals, Disputes, Claims, or other requests for payment are in error, or have has any other concerns or questions, the Auditor shall report the results of the Audit findings to the District and provide a copy to the Contractor after giving the District Board the opportunity for at least 10 days review. If the Contractor disputes the findings of the independent auditor, such dispute shall be handled in the manner set forth under Article 4.6.2.

If Contractor having agreed to the terms of this Contract fails to produce books or records requested by Auditor, such failure to produce books or records that were required to be preserved for audit, it shall be presumed that the information contained in the withheld books or records were unfavorable to the Contractor and the Auditor shall note this refusal in the results of the Audit findings for further evaluation by the District and the District's Board. The refusal to release records that are concerning monies associated with the Project may be used as a grounds to debar the Contractor under Article 15 for failure to preserve records under Article 13.11 and the failure to produce required audit records may also be used as a grounds for a negative finding against the Contractor depending on the significance of the records that are withheld by Contractor. Failure to produce job cost data tied to job cost categories and budgets shall be presumed an intentional failure to produce key audit records. Similarly, failure to produce Daily Reports (prepared at or near the time of the Work actually took place (See Article 3.16) shall be presumed an intentional failure to produce key audited records.

If Contractor is seeking costs for inefficiency, home office overhead, or unanticipated increased costs due to delays or acceleration, Contractor shall also produce copies of the original bid tabulation utilized in submitting Contractor's bid for the Project. This document shall be considered confidential and shall not be subject to disclosure through a Public Records Act and shall not be distributed to anyone other than the District and the District's counsel. This bid tabulation shall only be used in litigation, arbitration, evaluation of Claims or Disputes, Audit, and trial. If the records for the bid tabulation are kept on a computer, the Contractor shall also produce all metadata (in native format) that accompanies the bid tabulation for inspection to prove the authenticity of the underlying bid tabulation. Failure to produce the bid tabulation for review of inefficiency, home office overhead, or unanticipated increased costs due to delays or accelerations shall be considered material evidence that the bid tabulation was not favorable to the Contractor. This evidence shall be entered as a jury instruction for trial that the bid tabulation was not produced and the bid tabulation information was unfavorable to the Contractor. The evidence may also be used in debarment proceedings, and noted as an exception to an Audit findings.

Upon notification of Contractor concerning the results of the audit and a reasonable time has passed for Contractor to respond to the Audit findings and if either there is no Dispute of the Audit findings under Article 4.6 or if the result after utilizing the Disputes Clause confirms the Audit findings, the District may seek reimbursement for overstated Disputes, Claims, or Change Orders and may also undertake debarment proceedings under Article 15 of these General Conditions.

GENERAL CONDITIONS

13.12 STORM WATER POLLUTION PREVENTION

13.12.1 Application

This Section addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. The District will not issue a Notice to Proceed until Contractor has prepared by a qualified individual and obtained approval of the Permit Registration Documents ("PRDs") that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents from all applicable Local Governing Agencies including the Regional Water Quality Control Board. The Contractor shall also secure a certification that the Project has met all of the conditions of the General Construction Activity Storm Water Permit (GCASP) and comply with all applicable local, state and federal regulations governing storm water pollution prevention.

13.12.2 References and Materials

- California Stormwater Quality Association New Development and Redevelopment Best Management Practice Handbook
- 2009 California Stormwater Quality Association Construction BMP Handbook .
- State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. Available on-line at:
- http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.- Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare by a qualified individual the PRDs that include a Notice of Intent, Construction Risk Calculation, Site Map, SWPPP, Annual Fee and any additional required documents. The Contractor's Qualified SWPPP Developer ("QSD") shall prepare the Storm Water Pollution Prevention Plan (SWPPP) as required to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 The Contractor shall prepare and submit to the Local Governing Agencies and the District the SWPPP for review and approval if the project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development); the construction activity that results in land surface disturbances of less than one acre is part of a larger common plan of development or sale of one or more acres of disturbed land surface; or the construction activity associated with Linear Underground/Overhead Projects ("LUPs") including, but not limited to, those activities necessary for the installation of underground and overhead linear facilities (e.g., conduits, substructures, pipelines, towers, poles, cables, wires, connectors, switching, regulating and transforming equipment and associated ancillary facilities) and include, but are not limited to, underground utility mark-out, potholing,

GENERAL CONDITIONS

concrete and asphalt cutting and removal, trenching, excavation, boring and drilling, access road and pole/tower pad and cable/wire pull station, substation construction, substructure installation, construction of tower footings and/or foundations, pole and tower installations, pipeline installations, welding, concrete and/or pavement repair or replacement, and stockpile/borrow locations.

13.12.3.2 The Contractor shall also pay annual renewal fee(s) until the contract is completed and make all such checks payable to the State Water Resources Control Board. The Notice of Intent must be submitted at least two weeks prior to the commencement of construction activities.

13.12.3.3 The Contractor shall prepare the SWPPP by following the format in Sections 2, 3, 4 and Appendices A through F of the California Stormwater BMP Handbook - Construction, January 2009 edition, published by the California Stormwater Quality Association. The publication is available from:

California Stormwater
Quality Association
P.O. Box 2105
Menlo Park, CA 94026-2105
Phone: (650) 366-1042
E-mail: info@casqa.org

or

<https://www.casqa.org/store/products/tabid/154/p-167-construction-handbookportal-initial-subscription.aspx>

13.12.3.4 Where land disturbance is less than 1 acre, any BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be implemented at no extra cost to the District.

13.12.3.5 Within two weeks after Award of Contract by the District, the Contractor shall submit to the District's Civil Engineer one copy of the PRDs including the SWPPP for review. After the District's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the Project Inspector, Construction Manager, Architect, Commissioned Architect and District's Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

- a. Obtain a Waste Discharger Identification (WDID) number from the SWRCB before beginning construction. This number will be issued once your PRDs are administratively accepted and fee is received.
- b. Keep the SWPPP, REAPs, monitoring data on the construction site.
- c. Employ a Qualified SWPPP Practitioner (QSP) to implement the SWPPP during construction and develop Rain Event Action Plans ("REAPs").
- d. Install, inspect, maintain and monitor BMPs required by the General Permit.

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- e. Install perimeter controls prior to starting other construction work at the site.
- f. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.
- g. Implement the SWPPP.
- h. Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.
- i. Designate trained personnel for the proper implementation of the SWPPP.
- j. Conduct monitoring, as required, and assess compliance with the Numeric Action Levels (NALs) or Numeric Effluent Limitations (NELs) appropriate to your project.
- k. Report monitoring data:
 - 1. Maintain a paper or electronic copy of all required records for three years from the date generated or date submitted, whichever is last. These records must be available at the construction site until construction is completed.
 - 2. Have a QSD revise the SWPPP as needed to reflect the phases of construction and to suit changing site conditions and instances when properly installed systems are ineffective.
 - 3. Assist the District with entering any necessary data or information into the Stormwater Multi-Application and Reporting System (“SMARTS”) system.
- l. At the end of Construction Contract:
 - 1. Submit Notice of Termination (NOT) into the SMARTS when construction is complete and conditions of termination listed in the NOT have been satisfied. A copy of the NOT can be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/construction.shtml.
 - 2. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
 - 3. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

13.12.5 Monitoring

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The Contractor shall conduct examination of storm water pollution prevention controls as required by the State Water Resources Control Board (2009). Order 2009-0009-DWQ, NPDES General Permit No. CAS000002: Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbing Activities. This includes properly qualified personnel performing all required monitoring, testing, inspections and monitoring. The Contractor shall also conduct examination of storm water pollution prevention controls, as well as before and after each storm event in compliance with the State Water Resources Control Board Order No. 2009-0009-DWQ, National Pollutant Discharge Elimination System General Permit No. CAS000002, Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction and Land Disturbance Activities (General Permit) (SWRCB, 2009).and at least once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties

- a. Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.
- b. Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.
- c. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.
- d. The Contractor shall submit to the District a completed NOI for change of information (Construction Site Information and Material Handling/Management Practices).

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ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

- a. Issuance of an order of a court or other public authority having jurisdiction; or
- b. An act of the United State or California government, such as a declaration of national emergency.

14.1.2 Notice of Termination

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination

The District may terminate the Contractor and/or this Contract for the following reasons:

- a. Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- b. Persistently or repeatedly is absent, without excuse, from the job site;
- c. Fails to make payment to Subcontractors, suppliers, materialmen, etc.;
- d. Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction;
- e. Fails to provide a schedule or fails or refuses to update schedules required under the Contract;
- f. Falls behind on the Project and refuses or fails to undertake a Recovery Schedule;
- g. If the Contractor has been debarred from performing Work
- h. Becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or

GENERAL CONDITIONS

- i. Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the Surety:

- a. Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- b. Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept;
- c. Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors; and,
- d. Agree to accept a takeover and completion arrangement with Surety that is acceptable to the District Board.

14.2.3 Takeover and Completion of Work after Termination for Cause

A Termination for Cause is an urgent matter which requires immediate remediation since Project Work is open and incomplete, the site is subject to vandalism and theft, the Project site is considered a public nuisance, and there is a possibility of injury and deterioration of the Project Work and materials. Thus, the District shall be entitled to enter a takeover contract to either remediate the unfinished condition or complete the Work for this Project.

14.2.4 Payments Withheld

If the District terminates the Contract for one of the reasons stated in Article 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its Surety.

14.2.5 Payments upon Completion

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and its Surety shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience

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District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Project. In such a case, the Contractor shall have no Claims against the District except for: (1) the actual cost for approved labor, materials, and services performed in accordance with the Contract Documents which have not otherwise been previously paid for and which are supported and documented through timesheets, invoices, receipts, or otherwise; and (2) profit and overhead of ten percent (10%) of the approved costs in item (1); and (3) termination cost of five percent (5%) of the approved costs in item (1). Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds

In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials not otherwise already paid for by the District up to the time of termination under this Paragraph shall include a factor of fifteen percent (15%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspense, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

- a. Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;
- b. If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or
- c. Initiate procedures to declare the Contractor a non-responsible bidder for a period of two (2) to five (5) years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District

GENERAL CONDITIONS

may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Article be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Article are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

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ARTICLE 15 DEBARMENT

15.1 DEBARMENT MEANS THERE HAS BEEN A FINDING THAT THE CONTRACTOR IS NOT RESPONSIBLE.

During the course of the Project, or if it is determined through Change Orders, Claims, or Audit that a Contractor is not responsible, the District may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on District contracts for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if the circumstances warrant such debarment. In addition to the debarment proceeding, a finding that a Contractor is to be debarred shall result in the termination of any or all existing Contracts the Contractor may have with the District.

15.2 BOARD FINDING

The District may debar a Contractor if the Board, or the Board's delegatee, in its discretion, finds the Contractor has done any of the following:

15.2.1 Intentionally or with reckless disregard, violated any term of the Contract with the District

15.2.2 Committed an acts or omission which reflects on the Contractor's quality, fitness or capacity to perform Work for the District;

15.2.3 Committed an act or offense which indicates a lack of business integrity or business honesty; or,

15.2.4 Made or submitted a false claim against the District or any other public entity.

15.3 HEARING AND PRESENTATION OF EVIDENCE

If there is evidence that the Contractor may be subject to debarment, the District shall notify the Contractor in writing of the evidence which is the basis for the proposed debarment and shall advise the Contractor of the scheduled date for a debarment hearing before the District Board or its delegated designee.

The District Board, or designee, shall conduct a hearing where evidence on the proposed debarment is presented. The Contractor or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. The Contractor shall be provided an adequate amount of time to prepare and object to evidence presented. A tentative proposed decision shall be issued as a tentative decision and the District shall be entitled to modify, deny or adopt the proposed decision. The proposed decision shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the District shall be provided an opportunity to object to the tentative proposed decision for a period of 15 days. If additional evidence is presented, the District shall evaluate this evidence and either issue an amended ruling, issue the same ruling, or call a further hearing.

If a Contractor has been debarred for a period of longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the

GENERAL CONDITIONS

debarment determination to reduce the period of debarment or terminate the debarment. The District may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the District.

The District will consider a request for review of a debarment determination only where: (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the District will provide notice of the hearing on the request. At the hearing, the District shall review evidence on the proposed reduction of debarment period. This hearing shall be conducted and the request for review decided by the District pursuant to the same procedures as for a debarment hearing.

The District's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.

The terms shall also apply to Subcontractors of Contractor.

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the General Conditions. Where a portion of the General Conditions is modified and or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 3 – THE CONTRACTOR

Article 3.10.4 Add the following: The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within fifteen (15) days of execution of the Subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor's or Architect's approval.

ARTICLE 8 – TIME AND SCHEDULE

Article 8.1.4.1 Governmental Delay Float – delete this Article.

Article 8.2.2 Performance During Working Hours – delete this Article and replace with the following:

8.2.2 Where a single shift is worked, eight (8) consecutive hours between 07:00 AM and 07:00 PM and shall constitute a work day at the applicable prevailing wage rate(s). Forty (40) hours between Monday and Saturday shall constitute a work week at the applicable prevailing wage rate(s).

Article 3.10.4 Add the following: Provide CPM schedule unless College District agrees to accept a different form of schedule prepared with software acceptable to District.

Article 8.4.1 Liquidated Damages – Contractor will be liable to the District for Liquidated Damages pursuant to Article 8.4 for each calendar day of delay in the amount set forth in the Agreement Form.

SUPPLEMENTARY GENERAL CONDITIONS

Division 1 Forms

IMMEDIATE CONSTRUCTION CHANGE DIRECTIVE NO.

PROJECT: _____

TO: _____

You are hereby directed to provide the extra work necessary to comply with this ICD.

DESCRIPTION OF CHANGE: _____

COST (This cost shall not be exceeded): _____

TIME FOR COMPLETION: _____

NOTE:

Pursuant to Article 7.3.1.2 An Immediate Change Directive is a written order to the Contractor prepared by the Architect and signed by the District (and CM if there is a CM on the Project) and the Architect, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may by ICD, without invalidating the Contract, direct immediate changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. CONTRACTOR SHALL PROCEED WITH WORK SET FORTH IN THIS ICD IMMEDIATELY UPON RECEIPT OR THE DISTRICT MAY EITHER HOLD THE CONTRACTOR IN EITHER PARTIAL DEFAULT PURSUANT TO ARTICLE 2.2 OR TOTAL DEFAULT PURSUANT TO ARTICLE 14.

Architect

District

SUPPLEMENTARY GENERAL CONDITIONS

CERTIFICATE OF SUBSTANTIAL COMPLETION

PROJECT: _____

TO: _____

As the Architect for the Project described above, the Project has reached Substantial Completion. Substantial Completion is not reached unless and until each of the following three (3) conditions have been met: (1) all contractually required items have been installed with the exception of only minor and Incomplete Punch Items (See Article 9.9 of the General Conditions); (2) All Fire/Life Safety Systems have been installed, and are working and signed off on the DSA Form 152 Inspection Card, all building systems including mechanical, electrical and plumbing are all functioning; and (3) the Project is fit for occupancy and its intended use

I certify that the Project has reached Substantial Completion as defined above on the following date:
_____.

Architect

COST BREAKDOWN

CRAFTON HILLS COLLEGE CAMPUS-WIDE IRRIGATION UPGRADES YUCAIPA, CALIFORNIA

The undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the drawings and specifications and read the accompanying instructions to bidders, and hereby proposes to do all work and provide all materials required for a complete and functional installation in accordance with said drawings and specifications for the unit price or lump sum set forth in the following schedule:

Item	Quantity	Unit	Description with Unit Price Written in Words	Unit Price	Total Amount
General					
1	1	LS	Furnish and Install all work within in Zone A per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
2	1	LS	Furnish and Install all work within in Zone B per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
3	1	LS	Furnish and Install all work within in Zone C per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
4	1	LS	Furnish and Install all work within in Zone D per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
5	1	LS	Furnish and Install all work within in Zone E per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>

Item	Quantity	Unit	Description with Unit Price Written in Words	Unit Price	Unit Price
6	1	LS	Furnish and Install all work within in Zone F per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
7	1	LS	Furnish and Install all work within in Zone G per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
8	1	LS	Furnish and Install all work within in Zone H per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
9	1	LS	Furnish and Install all work within in Zone I per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
10	1	LS	Furnish and Install all work within in Zone J per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
11	4	LS	Furnish and Install all work within in Zone K per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
12	1	LS	Furnish and Install all work within in Zone L per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>

Item	Quantity	Unit	Description with Unit Price Written in Words	Unit Price	Unit Price
13	1	LS	Furnish and Install all work within in Zone M per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
14	1	LS	Furnish and Install all work within in Zone BFP per the Scope of Work, Notes and Details at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
15	1	LS	Provide and install all work at the Athletic Field per sheet L3.1 at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
16	5	EA	Provide and Install additional Short Range Yagi Radio Antenna per architect's direction at _____ per each. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
17	1	LS	Provide and Deliver to the M & O offices all turnover materials and equipment defined in the plans and specifications at _____ lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>
18	1	LS	Provide Audit, Scheduling, Warranty, As-Built Drawings and Training for the new irrigation control system at _____ per lump sum. <i>*Written in words</i>	\$ _____ <i>*In figures</i>	\$ _____ <i>*In figures</i>

GRAND TOTAL\$ _____
(In Figures)

GRAND TOTAL

(In Words)

Bidder (Company Name)

Authorized Signature Name & Title

ATTACHMENT 2 DISTRICT HEALTH AND SAFETY

SECTION 01 40 05 – CONTRACTOR SAFETY

1.01 GENERAL

A. HEALTH AND SAFETY POLICY

1. The policy of the District is to promote safety at a level to minimize personal injury and potential property damage.
2. Employees of Contractor working on this project are required to meet or exceed all established and recognized codes and standards for safety and protection of personnel and property. District will require the General Contractor and each Subcontractor to include in their safety programs a 100% tie off policy for all work over 6'.
3. The safety guidelines included here are made available as an extension of the safety clause in your Contract General Conditions.
4. These guidelines are not intended to be complete in every detail, but are merely of a general nature. The contractors are in no way relieved of their responsibilities for safety of persons and property, and compliance with all statutes, rules, regulations and orders applicable to the conduct of the work.
5. The possession, use of and/or sale of any alcoholic beverage or illegal controlled drug substance will not be permitted on or immediately adjacent to the job site by any contractor, contractor employee, subcontractor employer or associate.
6. The abuse of prescribed medication will not be permitted on or immediately adjacent to the job site by any contractor, contractor employee, subcontractor employee or associate.
7. This Contractor, and subcontractors, share the responsibility of monitoring and enforcing, as necessary, A.5 and A.6 above. Any known, (or with due cause believed to be), violator of A.5 or A.6 shall be immediately reported to the Project Manager.
8. The District reserves the right to take corrective action, as deemed in the best interest of the Project and the District, for violation of any health or safety standard. This corrective action may include, but is not limited to; removal (from the job site) any unsafe tools/equipment, temporary work stoppage for any unhealthy or unsafe condition, immediate removal (from the job site) any person that is unwilling or incapable of conducting themselves in a manner that promotes a healthy and safe working atmosphere. Any person found to be repeatedly in violation of health and/or safety standards will be permanently removed for the site.

B. RESPONSIBILITIES

1. The District demands that Contractors perform in a reasonable and safe manner.
2. Contractors shall comply with all applicable State, Federal, and local ordinances, laws, and regulations. See Section H for more information.
3. The contractors working on this project have the ultimate and total responsibility to conduct a sound accident control program, as it pertains to their work and their employees, as well as to ensure safe working conditions for employees of other contractors.
4. The Contractor and their Subcontractors will ensure employees cooperate with and coordinate safety matters to form a joint safety effort.

5. Employees who have been or will be exposed to excessive (measured against applicable standards) levels of toxic materials or harmful physical agents shall be notified by the General Contractor. Notice of corrective action being taken shall be provided to the employees. Accurate records must be kept of all exposures which are required to be monitored under the State and Federal Codes.
6. In the event of a defense by the Contractor against unsafe independent employee actions, the Appeals Board requires that you must show evidence of the following:
 - a. That the employee was experienced in the job being performed;
 - b. That you as the employer have a well devised safety program which includes training employees in safety matters relating to their individual job assignments;
 - c. That you effectively enforce your safety program;
 - d. That you have and enforce a policy of sanctions against employees who violate your safety program; and
 - e. That the employee caused a safety infraction which he or she knew was in violation of your safety requirement.
7. Dedicated full-time Site Safety Officer to be assigned to the project if more than 20 people on site.

C. SAFETY ACTIVITIES

1. General Contractor to provide a copy of their company Injury and Illness Prevention Program (IIPP) and a copy of the site-specific IIPP which will include local hospital location, and any site specific Job Hazard Analysis required.
2. General Contractor superintendent will have a minimum 10 hour OSHA safety certification.
3. General Contractor safety officer shall have a minimum of 30 hour OSHA training and will visit the site a minimum of once a week and provide a report on the site safety. The General Contractor safety officer may or may not be the same person as the dedicated Site Safety Officer.
4. General Contractor and their Subcontractors will conduct or initiate and submit on a weekly basis:
 - a. Safety program as required by current State of California requirements.
 - b. Daily "tool box" safety meetings between their supervisors, foremen, employees, and subcontractors working on the project; and
 - c. Daily and Weekly safety inspections of your work area and those areas of work under your responsibility or shared responsibility as well as taking any other necessary safety precautions.

D. HEALTH AND SAFETY EQUIPMENT

1. The Contractor is required to have the following equipment on the Site:
 - a. First aid kits
 - b. Fire suppression equipment, appropriate to the work location and type of materials present. Equipment must have been inspected annually and monthly as required by codes.
 - c. Emergency eyewash facilities, where required by Cal/OSHA
 - d. Fall protection equipment, as needed
 - e. Flammable-liquid storage cabinets, as needed
 - f. Other equipment or supplies, as determined to be necessary or prudent by the Contractor or District Representative.

E. PERSONAL PROTECTIVE EQUIPMENT

1. All personnel and visitors on site must wear a minimum of Level D protection. Level D personal protective equipment consists of:
 - a. Hard hat
 - b. Steel-toed boots
 - c. Safety glasses with permanent side shields
 - d. Work clothes (long pants, shirts with sleeves)
 - e. High-visibility reflective safety vests
 - f. Hearing protection, if noise level warrants (protection against noise levels above 85 decibels)

2. Level C PPE may be required for certain hazards on the work site. The Contractor shall notify the District Representative immediately when upgrades to Level C are needed.
3. In situations where the Owner requires additional PPE, the District Representative will provide advance notification to the Contractor.

F. WORKER QUALIFICATIONS FOR SAFETY

1. Unless otherwise specified, the Contractor shall provide the following training to each worker:
 - a. Cal/OSHA, OSHA, AHERA, and/or California Department of Public Health (CDPH) compliant worker training, as required by regulations including, but not limited to, CCR Title 8, 29 CFR, and 40 CFR.
 - b. Current certifications for cardiopulmonary resuscitation (CPR) and first aid for at least two workers assigned to the work site.
 - c. Confined-space entry training for workers entering confined spaces.
 - d. Where demolition activities take place, the Contractor shall designate one “competent person” as defined by 29 CFR 1926.850.

G. MONITORING

1. The Contractor shall perform all atmospheric monitoring of tanks, pits, sumps, vaults, and enclosures to ensure that toxic or explosive gases are not present prior to performing demolition activities or personnel entry. At a minimum, atmospheric monitoring shall include the Lower Explosive Limit (LEL), percent oxygen, and hydrogen sulfide gas.
2. Where determined necessary by the Safety Officer, the Contractor should monitor workers for dust exposure using a personal dust monitor worn on the worker.

H. HEALTH AND SAFETY PLAN

1. The Contractor shall prepare and submit a Health and Safety Plan to the District Representative. The HASP must contain, at a minimum, the following elements:
 - a. Names of key personnel and alternates responsible for health and safety, including the Site Safety Officer, if applicable.
 - b. A Task Hazard Analysis associated with each portion of the work. Potential hazards should be listed. Consider activities such as abatement, demolition, construction of retaining structures, loading and transportation of demolition debris and materials, decontamination, truck traffic, and restoration.
 - c. If necessary for the project, utilize Southern California “Dig Alert” procedures to locate underground utilities prior to start of work.
 - d. Personal Protective Equipment to be used for each of the site tasks and operations being conducted.
 - e. Frequency and types of dust monitoring and instrumentation to be used by the Contractor, if required for the project. Refer to South Coast Air Quality Management District, Rule 403.
 - f. Site control measures as mandated by Cal/OSHA.
 - g. Any necessary decontamination procedures.
 - h. An Emergency Response Plan which addresses potential emergencies and a contingency plan of action, including a description of the route to the nearest appropriate hospital, hospital route map, and posting of emergency telephone numbers at the work site.
 - i. If confined space entry is required, include confined space entry procedures in accordance with Cal/OSHA Title 8, Section 5157. Include a list of all anticipated confined-space entries throughout the course of the work.
 - j. A spill containment program meeting the requirements of all applicable local, state, and federal standards.
 - k. A list of health and safety and emergency equipment available on the work site.
 - l. Worker training for emergency response procedures.
 - m. A heat stress program as required by Cal/OSHA standards.

- n. A cold stress program as required by Cal/OSHA standards.
- o. A Lockout/Tagout program, where the unexpected energization on start-up of equipment, or release of stored energy could cause injury to personnel.
- p. Measures in place to account for all workers on site at all times, particularly in situations involving demolition activities.
- q. Measures in place to prevent or deter unauthorized personnel (passersby, homeless) from entering the work site.
- r. Securing the site each evening to ensure a safe environment for the morning-shift workers.
- s. Ensuring that all holes or pits where personnel might fall or trip are covered, backfilled, fenced or barricaded as needed.

I. COVID-19 SAFETY PLAN

1. The Contractor shall adhere to and implement all requirements outlined in the “SBCCD COVID-19 Safety Plan” document (see Exhibit A in Section 00, General Conditions).

J. REPORTS

1. Submit all preliminary, weekly, periodic and special reports to the Project Manager. The Contractor is in no way relieved of the requirements for submission of reports to any agency or authority.
 - a. All reports listing deficiencies, accidents, or injuries shall show corrective action taken.
 - b. A weekly status and summary report of each “tool box” meeting held and items discussed. Each report shall also contain attendance names, signatures and company affiliation.
 - c. A weekly status report of inspection results. The attached status forms are for your convenience only.
 - d. A continuing list of deficiencies found, date identified responsible party, corrective action and date corrected.
 - e. Accident reports and injury forms. Submit a copy of one of the following to the Project Manager for each case:
 - 1.) California Division of Labor Statistics and Research Form 5020 (latest rev.), or;
 - 2.) Federal OSHA Form 101, or;
 - 3.) Insurance Company form similar to 1 or 2 above.
 - f. A copy of CAL/OSHA Form 200 “Log and Summary of Occupational Injuries and Illness”.
2. Special Reports
 - a. Notify the Project Manager immediately of any accident involving injury to personnel or property; and complete written reports within 24 hours of a death or injury.
 - b. Copies of all toxic or harmful agent reports (See paragraph B.4.)
3. Governmental Reports
 - a. Notification of governmental authorities is the responsibility of the General Contractor.

K. NOTIFICATIONS

1. The Contractor shall immediately (within 30 minutes) report to the District Representative the occurrence of any and all Health and Safety incidents. A Supervisor’s Accident/Incident Report shall be submitted within 24 hours of occurrence of the incident. The SAIR may be requested from the District Representative.
2. The Contractor shall immediately and fully investigate any such incident or near-miss, conduct a root-cause analysis, and submit a corrective action plan to the District Representative within one day of the incident. See Section I for timely correction of safety deficiencies.
3. The Contractor shall notify the District Representative in writing at least 5 days prior to bringing any hazardous material, equipment, or process to the site, or using the same on the site. Contractor shall provide the District Representative with a Safety Data Sheet (SDS) for all chemicals brought onto the site.

4. The Contractor shall immediately notify the District Representative in writing of any hazard the Contractor discovers or observes on the site as well as corrective measures planned or taken to eliminate or minimize the hazard.

L. SAFETY DEFICIENCY CORRECTION

1. All safety deficiencies will be corrected by the General Contractor in accordance with the following priorities.
 - a. Immediate correction of items with any probability of major or minor injury to people
 - b. Correction immediately of any accident probability which could involve people and/or equipment.
 - c. Correction within one day (or sooner) of potential injury or damage to property.

M. OUTSIDE SAFETY INSPECTIONS

1. Unannounced inspections by city, state or federal safety agencies or insurance companies may occur.
 - a. General Contractor is to escort representatives of these agencies or companies directly to the Project Manager and assist him as required or directed.
 - b. If the Project Manager is not available, the General Contractor's foreman or representative shall accompany the inspector on the inspection.

N. INVESTIGATING

1. All injuries are to be investigated by the General Contractor and reported.
2. The Project Manager shall be notified prior to proceeding with an investigation.

O. SAFETY STANDARDS AND CODES

1. Provide job supervision with applicable safety code publications and ensure they are familiar with the contents.
2. Occupational Safety and Health Administration Standards (latest applicable edition) on the designated applicable safety standards.
3. In States with OSHA approved plans, state codes will take precedence unless federal standards are more stringent, in which case federal standards shall apply.
4. On General Services Administration (GSA) projects, applicable sections of the GSA Manual Accident & Fire Prevention on Construction and Alteration Work will apply in addition to all other codes and standards.
5. All code and standard conflicts will be resolved by applying the most restrictive code and/or standard.
6. Suggested references for trade contractors are:
 - a. Safety & Health Regulation for Construction, U.S. Department of Labor, OSHA, Volume 37, No. 243.
 - b. Construction safety orders, State Standard, CAL/OSHA, State of California, latest edition.
 - c. GSA Manual – GSA – PBSP 5900.3.
 - d. U.S. Army Engineering Manual – EM 385-1.
 - e. Accident Prevention, Associated General Contractors.
 - f. A short guide to the California Occupational Safety and Health Act – National Federation Independent Business, 150 West 20th Avenue, San Mateo California 94403.

P. REQUIRED NOTICES: TO BE VISIBLY DISPLAYED

1. Workers' Compensation Insurance Notice.
2. OSHA poster: Safety and Health Protection on the job.
3. COVID-19 safety precautions, as detailed in the SBCCD COVID-19 Safety Plan document.
4. State of California Department of Human Resources: Notice to Employees Unemployment Insurance – Disability Insurance.
5. Hard Hat Area Signs.
6. List of ambulances, doctors and hospitals with telephone numbers which can be called during an emergency.
7. Name and title of the safety representative from each trade contractor's organization.
8. Any other safety signs, slogans, etc. that will improve the general awareness of a joint safety program.

Q. PERMITS

1. Permits and/or certification from the Division in Industrial Safety are required before contractors may undertake the following kinds of work:
 - a. Construction of trenches or excavations which are 5 feet or more deep, into which a person is required to descent;
 - b. Construction of any building, structure, false work, or scaffolding more than three stories high.
2. The Division of Industrial Safety may investigate or confer with the employer before the start of work. If a pre-job safety conference between the Division of Industrial Safety personnel and the employer is a requirement specified by the Division of Industrial Safety at the time the permit is issued, employees or their representatives are to be included at the conference.
3. Permits must be posted at or near each place of employment requiring a permit. If posting at the actual job site is not possible, the permit must be available for inspection at all times on the site, or, in the case of a mobile unit, at the employer's head office in the area.
4. Additional permits may be required from the Division of Industrial Safety or other applicable governmental agencies. It is the responsibility of each trade contractor to determine, procure, and pay for their own such permits.

SAFETY STATUS FORMS
(See attached Safety Form)

SAFETY STATUS FORMS

This report is to serve as a minimum standard guideline and does not include job or trade specific items or conditions. Said items or conditions should be added by contractor on the last page entitled "COMMENTS AND REMARKS"

#	QUESTION/CHECK LIST COMMENT:	YES	NO	N/A
A.	FIRE PROTECTION AND PREVENTION:			
1	Are all flammable liquid containers clearly identified?			
2	Are all flammable liquid containers UL or FM listed?			
3	Have proper storage practices for flammables been observed?			
4	Have the proper type & adequate number of fire extinguishers been observed at the job site?			
5	Are extinguishers readily accessible and serviced regularly?			
6	Are hydrants clear and accessible for Fire Department personnel?			
B.	ELECTRICAL			
1	Are all switch gear, panels, and devices that are energized marked and/or guarded to prevent accidental contact?			
2	Are lockout devices available and used on all circuits and equipment that could become energized while work is being performed?			
3	Are all temporary circuits properly guarded and grounded?			
4	Are all extension cords in continuous lengths without splices or tape?			
5	Are GFCI's being used? If not, is Assured Equipment Grounding Conductor Program being followed?			
6	If temporary lighting is provided, are bulbs protected against accidental breakage?			
7	Are there a sufficient number of temporary outlets on the job site?			
8	Are there any visual signs of outlet overloading?			
C.	HAZARD COMMUNICATION			
1	Does the Hazard Communication Program include a list of hazardous chemicals?			
2	Does the Hazard Communication Program include container labeling?			
3	Does the Hazard Communication Program include Safety Data Sheets (SDS)?			
4	Does the Hazard Communication Program include employee training?			
5	Does the Hazard Communication Program include personal protective equipment (PPE)?			
6	Does the Hazard Communication Program include emergency response procedures, information & phone numbers?			
7	Does the Hazard Communication Program include a list of hazards for non-routine tasks?			
8	Does the Hazard Communication Program include procedures for informing other contractors of hazardous conditions and/or procedures?			
9	Does the Hazard Communication Program include adequate posting of signage & warning labels?			
10	Is a copy of the Hazardous Communication Program at this job site?			

SAFETY STATUS FORMS

This report is to serve as a minimum standard guideline and does not include job or trade specific items or conditions. Said items or conditions should be added by contractor on the last page entitled "COMMENTS AND REMARKS"

#	QUESTION/CHECK LIST COMMENT:	YES	NO	N/A
D.	EXCAVATION/TRENCHING			
1	Have utility companies been notified of proposed excavation work (one-call system)?			
2	Are overhead utility lines noted and precautions taken to avoid contact by cranes, backhoes, or other heavy equipment?			
3	Is the excavation inspected daily or more frequently when there is a change in weather or environment that could affect the soil?			
4	If needed, are barricade, stop logs, etc. properly located?			
5	Are excavations five (5) feet or deeper correctly sloped, benched, shored, or is a trench box (shield) used?			
6	Is a ladder or other means of exit (egress) provided in trenches or excavations four (4) feet or deeper?			
7	When ladders are used, do they extend three (3) feet above the surface and are they secured?			
8	Are shoring and shielding systems inspected daily by a competent person?			
E.	SCAFFOLDING			
1	Are scaffold components visibly free of any physical damage (no bent supports or cross bracing)?			
2	Is scaffolding properly erected with all pins and braces in place and locked?			
3	Are wheels locked when scaffold is in use?			
4	Is scaffold erected on a firm and substantial surface?			
5	Is planking of a scaffold grade?			
6	Is planking in good condition and properly installed?			
7	Are toe boards and guardrails in place on scaffold work platform?			
8	Are workers on scaffolding protected from falling objects if overhead hazards exist?			
9	Is a ladder provided for access to scaffold work platform?			
F.	BARRICADING			
1	Are floor openings planked and secured or barricaded?			
2	Is a flag person provided to direct traffic when needed?			
3	Are open excavation, road drop offs, manholes, & uneven surfaces barricaded?			
G.	LADDERS			
1	Is the proper ladder for the job being used?			
2	Are ladders in good condition (no missing or broken rungs, etc.)?			
3	Is there a need for and/or are there safety shoes/cleats on the bottom of ladders?			
4	Are non-conductive ladders available for use around live wiring?			
5	Are ladders tied-off at top or otherwise secured?			
6	Do side rails extend 36 inches above the top of the landing?			
7	Are step ladders fully opened when in use?			

SAFETY STATUS FORMS

This report is to serve as a minimum standard guideline and does not include job or trade specific items or conditions. Said items or conditions should be added by contractor on the last page entitled "COMMENTS AND REMARKS"

#	QUESTION/CHECK LIST COMMENT:	YES	NO	N/A
H.	PERSONAL PROTECTIVE EQUIPMENT			
1	Is hearing protection available for personnel that may be exposed to noisy conditions?			
2	Is respiratory protection available to personnel and is it being used when conditions require same?			
3	Are safety harnesses, belts, lifelines, and lanyards available and being used?			
4	Are personnel using gloves when handling sharp or rough material?			
I.	MEDICAL			
1	Are first-aid kits available and properly stocked?			
2	Are all emergency phone numbers posted?			
3	Are all employees aware of the address of the site or capable of giving proper directions to emergency personnel?			
4	Is anyone trained in CPR and First Aid?			
J.	TOOLS: (Hand & Power)			
1	Are tools free of any obvious physical damage?			
2	Are tools inspected for frayed and damaged cords?			
3	Are tools and cords properly grounded and are ground pins in good condition?			
4	Are the handles on all tools in good condition (not bent, splintered, or broken)?			
5	Are all hoses on air or hydraulic tools in good condition?			
6	Are all shields and guards in place on the tools and in good condition?			
7	Has each tool and/or equipment operator received proper operating and safety instruction for each tool and/or piece of equipment which he or she is using?			
8	Has each user of a power actuated tool been properly certified and are their certifications current?			
K.	WELDING AND CUTTING			
1	Are welding goggles, helmet, gloves and clothing being used by each welder?			
2	Inspection for fire hazards after welding stops			
3	Are gas cylinders, hoses, regulators, torches, torch tips, and welding carts in good working order and are same being properly secured?			
L.	HOIST, CRANES AND DERRICKS			
1	Are cables and sheaves checked?			
2	Are slings hooks, eyelets and chokes inspected?			
3	Are load capacities posted in cab?			
4	Are power lines at a safe distance?			
5	Are crane inspection logs with crane?			

SAFETY STATUS FORMS

This report is to serve as a minimum standard guideline and does not include job or trade specific items or conditions. Said items or conditions should be added by contractor on the last page entitled “COMMENTS AND REMARKS”

#	QUESTION/CHECK LIST COMMENT:	YES	NO	N/A
M.	FLOOR, WALL OPENINGS, STAIRWAYS			
1	Are floor and roof openings guarded by properly constructed guardrails or a properly reinforced and secured cover?			
2	Are open-sided floors and platforms six feet or more above the ground guarded with a properly constructed railing?			
3	Are stairs with four or more risers equipped with standard hand rail construction?			
4	Are runways four feet or more above the ground properly guarded?			
N.	COVID-19 SAFETY PLAN			
1	Are all equipment, signage, etc. implemented on the work site, as detailed by the SBCCD COVID-19 Safety Plan?			

[illegible]

END OF SECTION 01 40 05

ATTACHMENT 3 – PROJECT DRAWINGS

Crafton Hills College

Campus Wide Irrigation Upgrades

Owner

Crafton Hills College
11711 Sand Canyon Road
Yucaipa, CA 92399
Campus Project Manager:
Leilani Nunez
(909) 388-6933

Landscape Architect

RHA Landscape Architects-Planners, Inc.
6800 Indiana Avenue, Suite 245
Riverside, CA 92506
Greg Meek, Principal
(951) 781-1930 ext 122



PROJECT NOTES

TURNOVER ITEMS:

- CONTRACTOR TO INCLUDE THE FOLLOWING EQUIPMENT WITH THE TURNOVER MATERIALS BEFORE THE FINAL COMMISSIONING OF THE PROJECT:
- TWO (2) SPARE Calsense CS3000 CONTROLLER ASSEMBLIES (MODEL #CS3-24-S/CS3-SR-KIT/CS3-FL).
 - ONE (1) SPARE Calsense 2-STATION DECODER, MODEL CS-2W-2ST.
 - ONE (1) SPARE Calsense P.O.C. DECODER, MODEL CS-2W-POC.
 - ONE (1) SPARE Flomex FLOWMETER, MODEL QS200.
 - THREE (3) SPARE Calsense STATION ADD-ON CARD AND TERMINAL BOARDS, MODEL CS3-8STA-KIT.
 - TWENTY-FOUR (24) SPARE 3M Scotchcast No. 3570-G-N CONNECTOR SEALING PACKS.
 - FOUR (4) SPARE STANDARD VALVE BOXES W/PURPLE LIDS.
 - SIX (6) SPARE HUNTER I-50 ROTORS WINOZZLES.

"OR APPROVED EQUIVALENT" PRODUCT

THIS PROJECT IS A PUBLIC WORKS PROJECT. ANY REFERENCE OR CALL OUT ON THE PLANS AND/OR IN THE SPECIFICATIONS TO A SPECIFIC MANUFACTURER SHALL BE INTERPRETED AS "OR APPROVED EQUIVALENT". THE DISTRICT CONSTRUCTION MANAGER'S AND LANDSCAPE ARCHITECT'S APPROVAL IS REQUIRED AS TO WHETHER OR NOT A PRODUCT MEETS THE DISTRICT'S STANDARD TO BE AN APPROVED EQUIVALENT. BIDDERS SHALL USE THE PRICING FOR THE PRODUCTS AS SPECIFIED TO AVOID RISKS OF DISAPPROVAL. NO SUBSTITUTIONS WILL BE CONSIDERED PRIOR TO THE AWARD OF THE CONTRACT.

UTILITY NOTES

- THE SITE UTILITIES ARE EXTENSIONS OF THE EXISTING PRIVATELY MAINTAINED CAMPUS.
- ALL SLEEVES INDICATED TO BE PLACED BELOW PROPOSED HARDSCAPE AREAS SHALL BE PLACED 24 INCHES BELOW FINISH GRADE AND EXTEND A MINIMUM OF 18" BEYOND THE LIMITS OF THE HARDSCAPE.
- CONTRACTOR SHALL NOTIFY CAMPUS STAFF 14 DAYS IN ADVANCE OF UTILITY SHUTDOWNS AND PROVIDE A WORK PLAN AND SCHEDULE FOR APPROVAL.
- ALL EXISTING IRRIGATION BACK FLOW PREVENTERS OR POINTS OF CONNECTION SHALL BE PAINTED (MAGENTA FOR NON-POTABLE WATER OR BLUE FOR POTABLE WATER), LABELED AND NUMBERED PER KEY MAP ON SHEET L1.1 WITH A PLACARD. SEE DETAIL 'E' ON SHEET L4.1.

ABBREVIATIONS

TC	TOP OF CURB
TW	TOP OF WALL
TF	TOP OF FOOTING
BW	BOTTOM OF WALL - (top of graded surface at wall face)
IE	INVERT ELEVATION
G	GRATE
PVC	POLY VINYL CHLORIDE
SDR	STANDARD DIMENSION RATIO
AC	ASPHALT CONCRETE PAVEMENT
CONC.	CONCRETE
EXIST.	EXISTING
FH	FIRE HYDRANT
FL	FLOWLINE
GB	GRADE BREAK
TELCO	TELEPHONE
TBR	TO BE REMOVED
PIP	PROTECT IN PLACE
()	EXISTING
GB	GRADE BREAK
EX	EXISTING
BFP	BACK FLOW PREVENTER
TOP	TOP OF PIPE
DEMO	DEMOLISH AND REMOVE FROM SITE
RCV	REMOTE CONTROL VALVE
MV	MASTER VALVE
FS	FLOW SENSOR

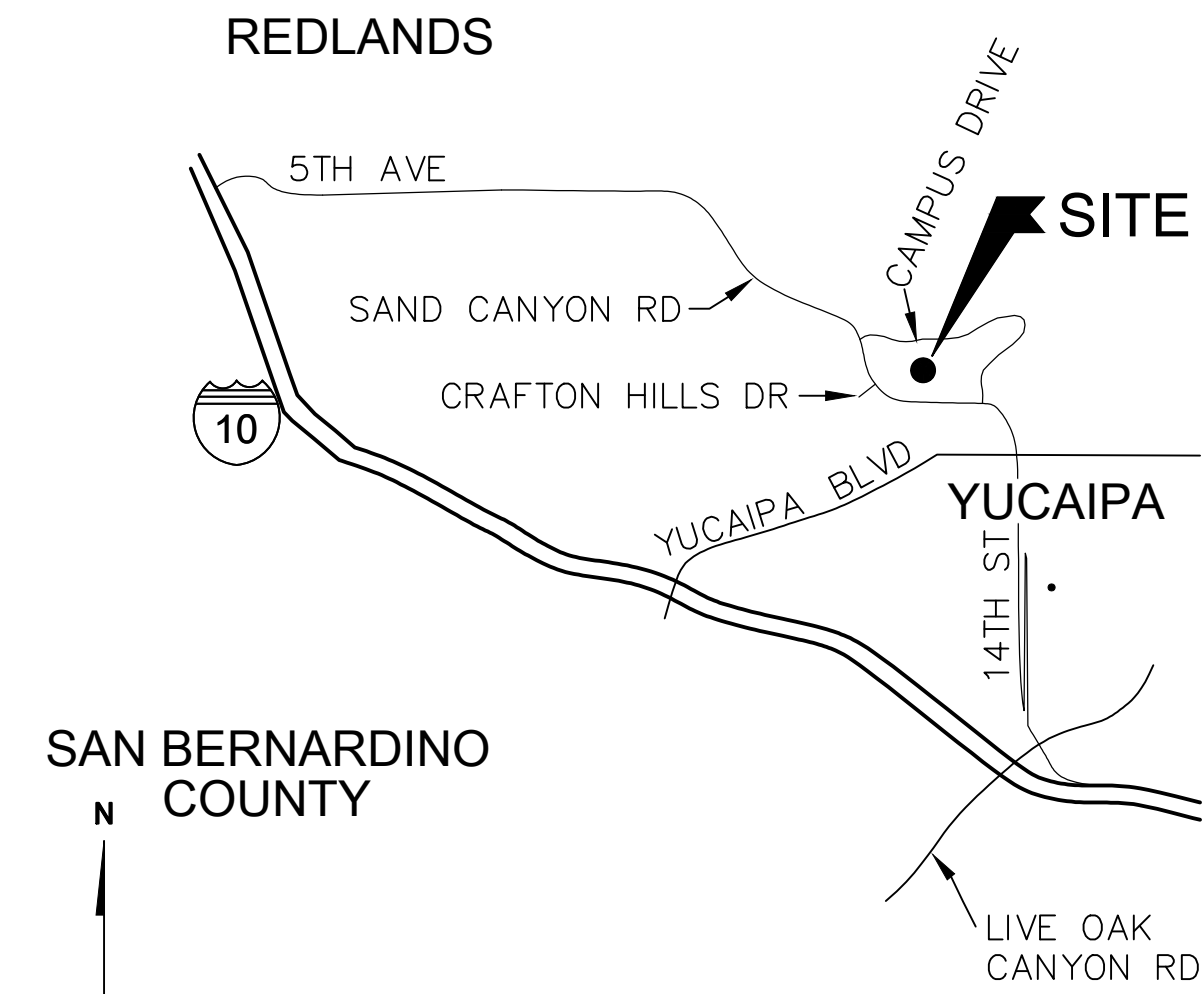
SCOPE OF WORK

- THIS IS A RETROFIT INSTALLATION PROJECT TO INSTALL NEW CALSENSE IRRIGATION CONTROLLER(S) AT EXISTING LOCATIONS WITHIN THE CAMPUS OF CRAFTON HILLS COLLEGE. THE FOLLOWING IS A GENERAL DESCRIPTION OF THE PROJECT BASE BID, REFER ELSEWHERE IN PLANS AND SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE GENERAL BASE BID PROJECT SCOPE INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:
- INSTALLING CONTROLLER(S), PEDESTAL ENCLOSURES OR WALL MOUNT ENCLOSURES.
 - PROVISION FOR DEMOLITION, REMOVAL AND REPLACEMENT OF EXISTING TO BE REPLACED IRRIGATION CONTROLLERS AS SPECIFIED ON PLANS. PROVIDE AND INSTALL COMPLETE AND FULLY OPERATIONAL CALSENSE CS3000 IRRIGATION CONTROLLER STATIONS IN TYPE, CONFIGURATION AND QUANTITIES AS SPECIFIED. ALL PEDESTAL AND WALL MOUNTED ENCLOSURES SHALL BE STAINLESS STEEL.
 - PROVISION OF DEMOLITION REMOVAL AND REPLACEMENT OF EXISTING CONCRETE PADS AT ALL PEDESTAL MOUNTED IRRIGATION CONTROLLER LOCATIONS.
 - PROVIDE ALL NECESSARY LABOR AND MATERIALS REQUIRED TO RE-ROUTE EXISTING ZONE CONTROL WIRES TO AN ADJACENT STATION CONTROLLER WHERE INDICATED ON PLANS. ALL SUCH WIRING OCCURS IN INSTANCES WHERE CONTROLLERS ARE LOCATED DIRECTLY ADJACENT TO ONE ANOTHER.
 - PROVISION TO INSTALL CALSENSE YAGI RADIO ANTENNA(S) AT EACH CONTROLLER OR CONTROLLER GROUP LOCATION. FINAL LOCATIONS OF RADIO ANTENNAS IS TO BE DETERMINED AFTER THE HUB CONTROLLER (F-14) HAS BEEN INSTALLED AND CALSENSE HAS PERFORMED THEIR INSPECTION SURVEY.
 - INSTALLING BACKFLOWS, MASTER CONTROL VALVES, FLOW SENSORS, P.O.C. DECODERS, COMMUNICATION WIRE FOR MASTER CONTROL VALVES AND FLOW METERS AND ALL NECESSARY AND RELATED EQUIPMENT AND SUPPLIES.
 - THE EQUIPMENT SPECIFIED WITHIN THE BID DOCUMENTS SHALL BE PURCHASED AND INSTALLED BY THE CONTRACTOR.
 - PROVISION TO TRANSFER ALL CURRENT IRRIGATION RUNTIME SCHEDULING TO NEW CONTROLLERS, PERFORM IRRIGATION AUDITS ON ALL TURF ZONES, PROVIDE CONTROLLER CHARTS FOR ALL IRRIGATED ZONES AND LABEL ALL EXISTING RCV BOXES WITH CURRENT I.D. LABELS.
 - ALL WORK SHALL BE COMPLETED TO THE STANDARDS AND SPECIFICATIONS INCLUDED IN THESE BID DOCUMENTS, CALSENSE DESIGN GUIDELINES AND SPECIFICATIONS AND THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (CURRENT EDITION).

GENERAL NOTES :

- CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH CAMPUS STAFF AND A CALSENSE REPRESENTATIVE AT LEAST 7 DAYS PRIOR TO THE START OF CONSTRUCTION TO REVIEW THE EXISTING CONDITIONS AT EACH CAMPUS SITE.
- CONTRACTOR SHALL REINSTALL PAVEMENT, PAVEMENT MARKINGS, STRIPING AND SIGNING THAT HAS BEEN DISTURBED BY HIS OPERATION. THE CONTRACTOR SHALL PROVIDE SAFE AND CONTINUOUS PASSAGE FOR PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES.
- SHOULD ANY OF THE EXISTING UTILITIES OR ANY OTHER FACILITIES CONFLICT WITH THE PROPOSED IMPROVEMENTS, THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER AND AWAIT THE RELOCATION AND/OR PROVIDE AN ALTERNATE DESIGN.
- THE CONTRACTOR SHALL PROVIDE AND MAINTAIN SUCH FENCES, BARRIERS AND DIRECTIONAL SIGNS AS ARE NECESSARY TO GIVE ADEQUATE WARNING TO THE PUBLIC AT ALL TIMES OF ANY DANGEROUS CONDITIONS TO BE ENCOUNTERED AS A RESULT OF THE CONSTRUCTION WORK AND TO GIVE DIRECTIONS TO THE PUBLIC.
- THE CONTRACTOR SHALL EXERCISE DUE CARE TO AVOID INJURY TO EXISTING IMPROVEMENTS OR FACILITIES, UTILITY FACILITIES, ADJACENT PROPERTY, AND TREES AND SHRUBBERY THAT ARE NOT TO BE REMOVED.
- IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK, AND CONTRACTOR SHALL FULLY COMPLY WITH ALL STATE AND FEDERAL LAWS, RULES, REGULATIONS, AND ORDERS RELATING TO SAFETY TO THE PUBLIC AND WORKMEN.
- DUST SHALL BE CONTROLLED AT ALL TIMES BY APPROVED METHODS. STREETS, WALKWAYS AND PLAZAS SHALL BE KEPT CLEAN AND FREE FROM DIRT AND/OR DEBRIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COSTS INCURRED IN STREET CLEANING NECESSITATED BY HIS OPERATION.
- ARCHITECT OF WORK DOES NOT ASSUME RESPONSIBILITY FOR THE ACCURACY OF ANY UTILITY LOCATIONS INDICATED ON THE PLANS.
- THE LOCATION OF EXISTING UNDERGROUND FACILITIES ARE INDICATED ON THE PLANS AS A RESULT OF A SEARCH OF THE AVAILABLE RECORDS. LOCATIONS HAVE NOT BEEN FIELD VERIFIED. CONTRACTOR IS RESPONSIBLE TO HAVE THE UTILITIES MARKED OUT WITHIN ALL AREAS OF EXCAVATION BY "UNDERGROUND SERVICE ALERT" AS WELL AS CRAFTON HILLS COLLEGE FACILITY MANAGEMENT DEPARTMENT AND VERIFY THOSE LOCATIONS PRIOR TO EXCAVATIONS.
- CONTRACTOR SHALL PROVIDE AND INSTALL ALL NECESSARY WIRING, ACCESSORIES, CONDUIT, AND ALL OTHER ITEMS NECESSARY TO PROVIDE FOR COMPLETE AND OPERATIONAL IRRIGATION CONTROL SYSTEM AS INTENDED BY THESE DOCUMENTS.
- FIELD VERIFY ALL OBSTACLES, CLEARANCES AND CONDITIONS NOTIFY CONSTRUCTION MANAGER IMMEDIATELY OF ANY DISCREPANCIES. MAKE ALL NECESSARY ACCOMMODATIONS TOP PROPERLY INSTALL ALL IRRIGATION CONTROLLERS, CONDUIT, WIRING AND ACCESSORIES PRIOR TO ORDERING EQUIPMENT OR MATERIALS.
- SECURE ALL CONDUIT, WIRING, AND EQUIPMENT WITH PROPER AND APPROVED FASTENERS IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES.
- DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL ITEMS, DETAILS, DIMENSIONS, AND OBSTACLES. IT SHALL BE THE RESPONSIBILITY OF CONTRACTOR TO INSTALL ALL NECESSARY ITEMS AND COMPONENTS TO PROVIDE FOR A COMPLETE AND OPERATIONAL SYSTEM AS INTENDED BY THESE PLANS AND CONSTRUCTION DOCUMENTS.
- ALL INFORMATION IN THE EQUIPMENT SCHEDULE SHALL BE VERIFIED WITH MANUFACTURE AND SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ATTAINING APPROVAL AND CERTIFICATION OF THE INSTALLATION AND STARTUP OF ALL IRRIGATION CONTROLLERS FROM THE MANUFACTURER OR MANUFACTURE'S AGENT BEFORE WARRANTY GOES INTO EFFECT AND THE RELEASE OF FINAL PAYMENT.
- VERIFY ALL VOLTAGES AND ELECTRICAL REQUIREMENTS OF ALL NEW AND EXISTING EQUIPMENT BEFORE ORDERING EQUIPMENT AND MATERIALS.
- PRIOR TO REMOVAL OF EXISTING CONTROLLERS, CONTRACTOR SHALL TEST THE FUNCTION OF EACH VALVE ZONE CONNECTED TO THE CONTROLLER. ANY CONTROL VALVE THAT DOES NOT OPEN AND CLOSE BY THE OPERATION OF THE CONTROLLER SHALL BE TAGGED AND REPORTED TO THE CONSTRUCTION MANAGER. CAMPUS MAINTENANCE STAFF WILL RESPONSIBLE TO TROUBLESHOOT AND REPAIR ANY NON-OPERABLE CONTROL VALVES.
- THOROUGHLY REVIEW ALL PLANS, SPECIFICATIONS AND EXISTING FIELD CONDITIONS PRIOR TO BID.
- REPAIR ALL LANDSCAPE AND HARDSCAPE AREAS TO A PRE-CONSTRUCTION CONDITION.
- DEMOLITION AND REMOVAL OF EXISTING, AND REPLACEMENT OF NEW IRRIGATION CONTROLLERS, SHALL BE SCHEDULED IN SUCH A MANNER SO AS TO NOT HAVE ANY MORE THAN A CONTROLLERS INOPERABLE AT ANY GIVEN TIME. PRIOR TO COMMENCEMENT OF WORK ON ANY NEW CONTROLLERS, ALL NEW CONTROLLERS SHALL BE THOROUGHLY TESTED FOR PROPER OPERATION. SUCH TESTING SHALL BE WITNESSED AND APPROVED BY THE CONSTRUCTION MANAGER AND COMMISSIONING AGENT FROM RHA.
- ALL NEW AND EXISTING PEDESTAL AND WALL MOUNTED ENCLOSURES SHALL BE PROVIDED WITH FACTORY LOCKS AND KEYED ALIKE.
- CONTRACTOR SHALL FIELD VERIFY ALL REQUIRED CONTROLLER FACEPLATES FOR BOTH TYPE AND QUANTITY TO BE PROVIDED FOR PROJECT. CONTRACTOR SHALL SUBMIT ITEMIZED LIST TO OWNER/ENGINEER AFTER AWARD OF CONTRACT FOR APPROVAL AND PRIOR TO PURCHASE OF ANY EQUIPMENT.
- INSTALLATION SHALL BE REVIEWED AND APPROVED BY THE CONSTRUCTION MANAGER AND COMMISSIONING AGENT FROM RHA.

VICINITY MAP



VICINITY MAP

NO SCALE

SHEET INDEX

SHEET INDEX

SHEET NO.

L1.0	COVER SHEET
L1.1	CAMPUS WIDE KEY MAP
L2.0	IRRIGATION EQUIPMENT LEGEND / NOTES
L2.1	IRRIGATION PLAN
L2.2	IRRIGATION PLAN
L2.3	IRRIGATION PLAN
L2.4	IRRIGATION PLAN
L2.5	IRRIGATION PLAN
L3.1	ATHLETIC FIELD IRRIGATION PLAN
L4.1	DETAILS
L4.2	DETAILS
L4.3	DETAILS



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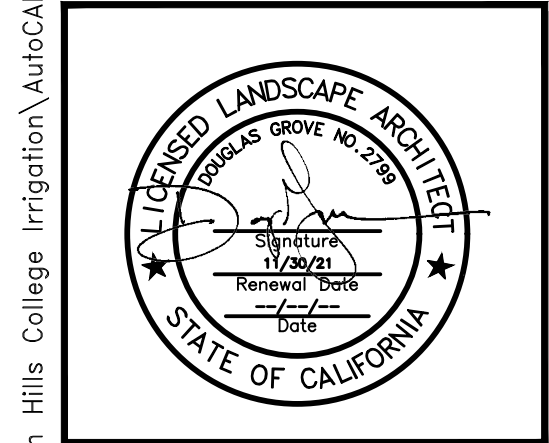
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Crafton Hills College
11711 Sand Canyon Road
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PROJECT:
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100% Review Set

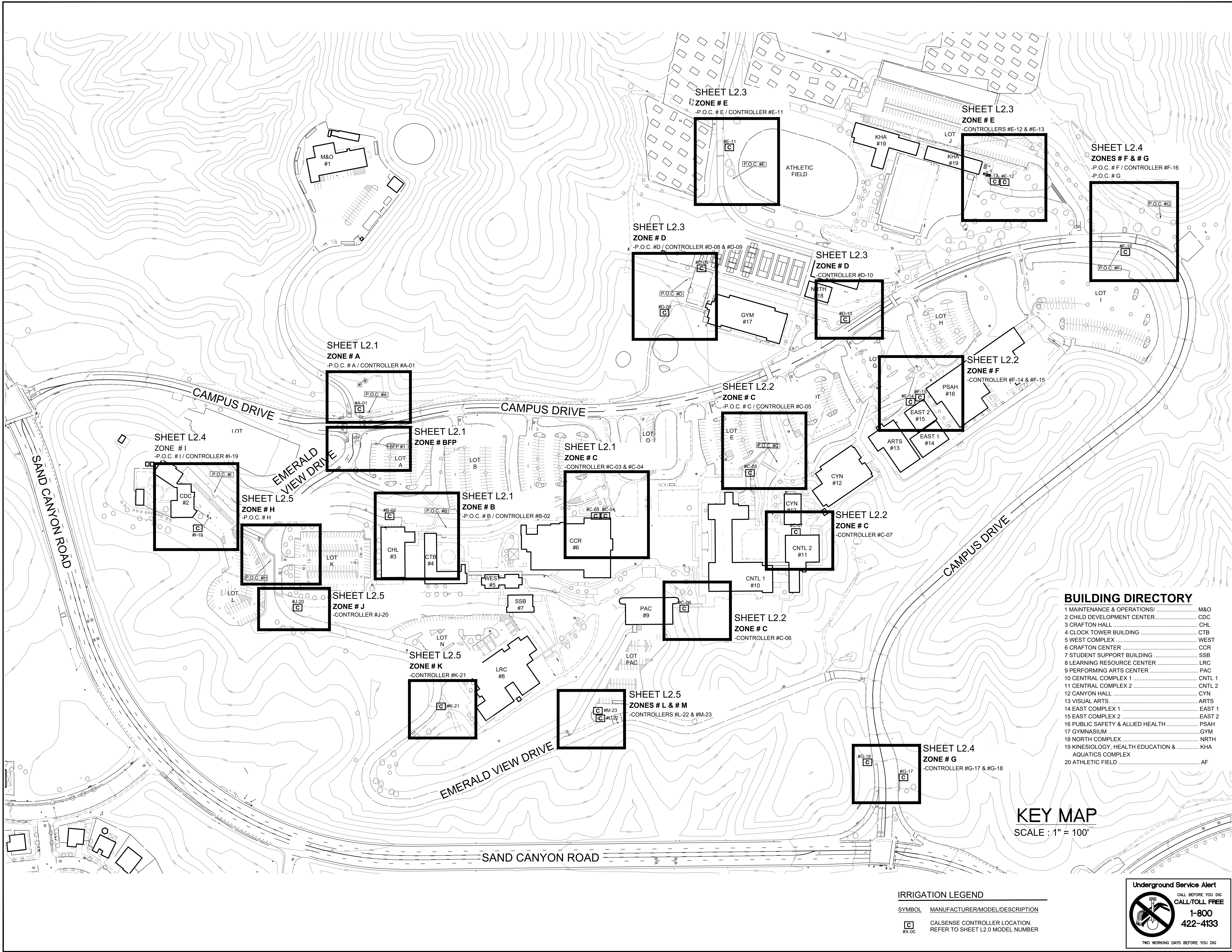
REVISIONS	DATE	BY



SHEET TITLE
COVER SHEET

DESIGNED	DB
DRAWN	DB
CHECKED	DG
DATE	02.08.21
SCALE	N.A.
JOB NO.	20112

SHEET
L1.0
1 OF 12 SHEETS



BUILDING DIRECTORY			
1 MAINTENANCE & OPERATIONS/	.....	M&O	
2 CHILD DEVELOPMENT CENTER	.....	CDC	
3 CRAFTON HALL	.....	CHL	
4 CLOCK TOWER BUILDING	.....	CTB	
5 WEST COMPLEX	.....	WEST	
6 CRAFTON CENTER	.....	CCR	
7 STUDENT SUPPORT BUILDING	.....	SSB	
8 LEARNING RESOURCE CENTER	.....	LRC	
9 PERFORMING ARTS CENTER	.....	PAC	
10 CENTRAL COMPLEX 1	.....	CNTL 1	
11 CENTRAL COMPLEX 2	.....	CNTL 2	
12 CANYON HALL	.....	CYN	
13 VISUAL ARTS	.....	ARTS	
14 EAST COMPLEX 1	.....	EAST 1	
15 EAST COMPLEX 2	.....	EAST 2	
16 PUBLIC SAFETY & ALLIED HEALTH	.....	PSAH	
17 GYMNASIUM	.....	GYM	
18 NORTH COMPLEX	.....	NRTH	
19 KINESIOLOGY, HEALTH EDUCATION &	.....	KHA	
20 ATHLETIC FIELD	.....	AF	

KEY MAP
SCALE : 1" = 100'

IRRIGATION LEGEND	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	CALSENSE CONTROLLER LOCATION REFER TO SHEET L2.0 MODEL NUMBER

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Campus Wide Irrigation Upgrades
11711 Sand Canyon Road
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100% Review Set

REVISIONS	DATE	BY

SHEET TITLE	
CAMPUS WIDE KEY MAP	
DESIGNED	DB
DRAWN	DB
CHECKED	DG
DATE	02.08.21
SCALE	1" = 100'
JOB NO.	20112
SHEET	
L1.1	
2 OF 12 SHEETS	















Feb 10, 2021 — 3:13pm

Drawing File: W:\Projects\20prj\20112 Crafter Hills College Irrigation\AutoCAD\RHA\CD\ 20112 TS

IRRIGATION CONTROLLER EQUIPMENT LIST

NEW Controller ID	Ex. Controller Number	NEW POC ID	Ex. POC	Stations	Enclosure	Controller Spec	Sheet Number
E-11	23	E	8	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-SR-KIT/CS3-SR/SR-YAGI-6/ANT-PROT/LMR-400db-30'/CS3-FL/	L2.3
E-12	A002	E	8	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-SR/SR-YAGI-6/ANT-PROT/LMR-400db-30'/CS3-MSSE-KIT/CS3-FL/CS3-W-KIT/RB-1/	L2.3
E-13	B001	E	8	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-MSSE-KIT/CS3-FL/	L2.3
G-18	10	G	7	16	SSE	CS3-16-S/CS3-SR/SR-YAGI-6/ANT-PROT/LMR-400db-30'/CS3-SR-KIT/CS3-FL/	L2.4
G-17	9	G	7	16	SSE	CS3-16-S/CS3-2WIRE-OPT/CS3-SR-KIT/CS3-FL/CS-2W-POC/CS-2W-2ST/	L2.4
F-16	3	F	6	16	SSE	CS3-16-S/CS3-SR/SR-YAGI-6/ANT-PROT/LMR-400db-30'/CS3-FL/	L2.4
F-14	4	F	6	24	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(2 ea)/CS3-EN/CS3-SR/SR-STICK-8/ANT-PROT/LMR-400db-50'/CS3-MSSE-KIT/CS3-FL/	L2.2
F-15	4-01	F	6	32	SSE	CS3-32-S/CS3-SR-KIT/CS3-MSSE-KIT/CS3-FL/	L2.2
D-08	20 and 20-1	D	5	24	SSE	CS3-24-S/CS3-SR/SR-YAGI-6/ANT-PROT/LMR-400db-30'/CS3-SR-KIT/CS3-FL/	L2.3
D-09	21	D	5	8	SSE	CS3-8-S/CS3-SR-KIT/CS3-FL/	L2.3
D-10	24	D	5	8	SSE	CS3-8-S/CS3-SR-KIT/CS3-FL/	L2.3
J-20	A14	J	own MV and FM	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-SR/SR-YAGI-9/ANT-PROT/LMR-400db-30'/	L2.5
K-21	B13	K	own MV and FM	48	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(5 ea)/CS3-SR/SR-YAGI-9/ANT-PROT/LMR-400db-30'/	L2.5
L-22	C12	L	own MV and FM	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-SR/SR-YAGI-9/ANT-PROT/LMR-400db-30'/CS3-MSSE-KIT/CS3-FL/	L2.5
M-23	D12	M	own MV and FM	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-MSSE-KIT/CS3-FL/	L2.5
I-19	15	I	9	16	SSE	CS3-16-S/CS3-SR/SR-YAGI-9/ANT-PROT/LMR-400db-30'/	L2.4
A-01	16	A, H	4,3,2,10	24	SSE	CS3-24-S/CS3-SR-KIT/CS3-FL/	L2.1
B-02	18 and 18-1	B, H	4,3,2,10	40	SSE	CS3-40-S/CS3-SR-KIT/CS3-FL/CS3-2WIRE-OPT/CS-2W-POC/CS-2W-2ST/	L2.1
C-03	19 and 19-1	C	4,3,2,10	40	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(4 ea)/CS3-SR(2 ea)/SR-STICK-8/SR-YAGI-6/ANT-PROT(2 ea)/LMR-400db-30' (2 ea)/CS3-FL/	L2.1
C-04	19-2 and 19-3	C	4,3,2,10	32	SSE	CS3-32-S/CS3-SR-KIT/CS3-FL/	L2.1
C-06	8	C	4,3,2,10	16	WM	CS3-16-WM/CS3-SR/CS3-FL/SR-YAGI-6/ANT-PROT/LMR-400db-20'/	L2.2
C-07	7	C	4,3,2,10	32	SB16	CS3-8-SB16-RETRO/CS3-8STA-KIT(3 ea)/CS3-SR/SR-YAGI-6/ANT-PROT/LMR-400db-30'/	L2.2
C-05	6 and 6-1	C	4,3,2,10	40	SSE	CS3-40-S/CS3-SR-KIT/CS3-FL/CS3-2WIRE-OPT/CS-2W-POC/CS-2W-2ST/	L2.2
Added 5 extra Yagi Set ups in case needed 5 each-SR-YAGI-6/ANT-PROT/LMR-400db-30'/							

IRRIGATION POINTS OF CONNECTION LIST

ZONE # BFP		NON-POTABLE WATER POINT OF CONNECTION FOR CAMPUS - 8" BACKFLOW DEVICE.	SHEET L2.1
ZONE # A		4" ISOLATION VALVE - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.1
ZONE # B		4" ISOLATION VALVE - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.1
ZONE # C		4" ISOLATION VALVE - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.2
ZONE # D		4" ISOLATION VALVE - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.3
ZONE # E		6" ISOLATION VALVE(below grade) - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.3
ZONE # F		4" ISOLATION DEVICE - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.4
ZONE # G		4" ISOLATION DEVICE - NON-POTABLE WATER POINT OF CONNECTION.	SHEET L2.4
ZONE # H		4" BACKFLOW DEVICE CONNECTED TO POTABLE WATER SOURCE.	SHEET L2.5
ZONE # I		3" BACKFLOW DEVICE CONNECTED TO POTABLE WATER SOURCE.	SHEET L2.4
ZONE # J		2" MASTER VALVE CONNECTED TO 10" NON-POTABLE FEEDER LINE.	SHEET L2.5
ZONE # K		2" MASTER VALVE CONNECTED TO 10" NON-POTABLE FEEDER LINE.	SHEET L2.5
ZONE # L		2" MASTER VALVE CONNECTED TO 10" NON-POTABLE FEEDER LINE.	SHEET L2.5
ZONE # M		2" MASTER VALVE CONNECTED TO 10" NON-POTABLE FEEDER LINE.	SHEET L2.5



















GENERAL CONTROLLER NOTES FOR ALL ZONES:

- PROTECT IN PLACE THE EXISTING CONTROL WIRES AND CONDUITS.
- COORDINATE WITH THE CONSTRUCTION MANAGER TO SHUT OFF ELECTRICAL POWER TO THE CONTROLLERS.
- TURNOVER ALL REMOVED EQUIPMENT TO THE COLLEGE.
- THE 'HUB' CONTROLLER (F-14) SHALL BE INSTALLED FIRST SO THAT CALSENSE IS ABLE TO CONDUCT THEIR SITE RADIO SURVEY.
- THE FINAL CALSENSE RADIO ANTENNA MODEL, CONFIGURATION AND LOCATIONS TO BE DETERMINED BY THE SITE RADIO SURVEY.
- CONTRACTOR SHALL COORDINATE WITH COLLEGE STAFF FOR THE FINAL ROUTING PATH OF THE Paige cable P-7354-D CABLE FOR THE MASTER VALVES AND FLOW SENSORS BETWEEN THE POINT OF CONNECTION AND THE CONTROLLER. INSTALL 1.25" CONDUIT IN THE LANDSCAPE AREA. CONDUIT TO BE BURIED 18" MINIMUM.
- REPLACE ALL EXISTING 110V RECEPTACLES WITHIN ALL CONTROLLER ENCLOSURE WITH NEW 20 AMP GFCI RECEPTACLES WITH STAINLESS STEEL COVER PLATES AS REQUIRED.
- ANY NEW 120VAC ELECTRICAL CIRCUITS SHALL BE INSTALLED PER CURRENT N.E.C. CODE.
- ALL CONTROLLERS AND P.O.C. DECODERS SHALL BE GROUNDED PER CALSENSE SPECIFICATIONS. GROUNDING REQUIREMENTS:
 - ONE 5/8-INCH X 8-FOOT COPPER GROUNDING ROD PER IRRIGATION CONTROLLER AND P.O.C. DECODER.
 - #8 AWG SOLID COPPER WIRE FROM THE COPPER ROD TO THE FIELD COMMON (WHITE WIRES IN THE BLACK HARNESS) OF THE CONTROLLER / DECODER.
- RECONNECT ALL EXISTING IRRIGATION CONTROL WIRES TO THE NEW CONTROLLER(S) TERMINAL BOARD.
- RE-LABEL EACH OF THE EXISTING VALVE CONTROL WIRES INSIDE EACH CONTROLLER ASSEMBLY WITH THE NEW CORRESPONDING VALVE I.D. NUMBER.
- ALL WIRES WITHIN THE CONTROLLER ASSEMBLY SHALL BE NEATLY ORGANIZED AND ROUTED, REFER TO DETAIL 'D' ON SHEET L4.2 FOR EXAMPLE PHOTOS OF COMPLETED WORK.
- ALL WIRE SPLICES SHALL BE MADE IN A 10" ROUND OR STANDARD SIZE VALVE BOX. DO NOT DIRECT BURY ANY WIRE SPLICES. ALL SPLICES SHALL BE SEALED WITH 3M SCOTCHLOK NO. 3570-G-N CONNECTOR SEALING PACK. LABEL EACH VALVE CONTROL WIRE INSIDE THE SPLICE BOX. REFER TO DETAILS ON SHEET L4.3.
- CAP ALL UNUSED ELECTRICAL CONDUITS WITH CODE APPROVED FIXTURES. CAP ALL UNDERGROUND CONDUIT 6" BELOW GRADE.
- WHERE IS NOTED TO USE EXISTING CONTROL WIRES, THE CONTRACTOR SHALL TEST THE EXISTING WIRES FOR OHMS AND CONTINUITY BETWEEN THE CONTROLLER AND THE VALVE LOCATIONS. IF THE EXISTING WIRES DO NOT MEET CALSENSE SPECIFICATIONS, COORDINATE WITH THE LANDSCAPE ARCHITECT AND COLLEGE STAFF FOR ALTERNATE COMMUNICATION OPTIONS.
- WHERE TWO WIRE CABLE IS NOTED TO BE USED: USE PAIGE CABLE P-7354-D IN 1.25" CONDUIT BETWEEN CONTROLLER(OR P.O.C. DECODER) AND EACH MASTER VALVE/FLOW SENSOR.
- RE-KEY OR REPLACE THE LOCKS ON THE EXISTING CONTROLLER ENCLOSURES TO MATCH THE NEW CALSENSE ENCLOSURES.
- CONTRACTOR SHALL CLEAN AND POLISH THE EXTERIOR OF THE REMAINING STAINLESS STEEL ENCLOSURES WITH AN CLEANER/POLISH INTENDED FOR STAINLESS STEEL.
- INSTALL A CHRISTY'S NON-POTABLE WATER VALVE ID TAGS ON EACH EXISTING RCV ON THE CAMPUS WITH ITS NEW VALVE NUMBER.

GENERAL POINT OF CONNECTION NOTES FOR ALL ZONES:

- PROTECT IN PLACE THE EXISTING CONTROL VALVES, LATERAL PIPES AND IRRIGATION HEADS.
- COORDINATE WITH THE CAMPUS STAFF TO SHUT OFF THE WATER SUPPLY TO THE MAINLINES.
- CONTRACTOR SHALL LOCATE AND EXCAVATE TO EXPOSE THE EXISTING MAINLINE PIPE DOWNSTREAM OF THE POINT OF CONNECTION. CUT AND REMOVE REQUIRED LENGTH OF PIPE TO INSTALL THE MASTER VALVE/FLOW METER MANIFOLD.
- TURNOVER ALL REMOVED EQUIPMENT TO THE COLLEGE.
- USE FLANGED DUCTILE IRON FITTINGS WITH STAINLESS STEEL FASTENERS FOR MANIFOLDS 4" AND LARGER. USE SCH. 80 PVC FITTINGS FOR MANIFOLDS 3" AND SMALLER.
- INSTALL NEW MASTER VALVE AND FLOW SENSOR IN THE LANDSCAPE AREA PER CALSENSE DESIGN GUIDELINES.
- ALL NEW VALVE BOXES SHALL BE RAINBIRD VB MODELS WITH PURPLE LIDS.
- LABEL EACH OF THE MASTER VALVES AND FLOW SENSORS WITH THE CORRESPONDING POINT OF CONNECTION I.D. NUMBER.
- CONNECT THE MASTER VALVE AND FLOW SENSOR TO A P.O.C. DECODER OR CONTROLLER BOARD PER CALSENSE SPECIFICATIONS.
- INSTALL A 1.25" PVC CONDUIT BETWEEN THE VALVE BOXES OF THE MASTER VALVE AND FLOW SENSOR.
- COORDINATE WITH COLLEGE STAFF AND MANUFACTURER'S REPRESENTATIVE TO CALIBRATE FLOW SENSOR AND SCHEDULE RUNTIMES.
- INSTALL NEW I.D. PLACARD AT EACH ISOLATION VALVE OR IRRIGATION BACKFLOW.
- ALL IRRIGATION BACKFLOW DEVICES (NEW AND EXISTING) SHALL BE INSPECTED AND TESTED BY A CERTIFIED BACKFLOW TESTER.
- ALL NEW VALVE BOX LIDS SHALL BE HEAT BRANDER WITH I.D. LABEL.

IRRIGATION LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	EXISTING REMOTE CONTROL VALVE. SYMBOL REPRESENTS APPROXIMATE FIELD LOCATION. REFER TO PLAN FOR NOTES.
	BUCKNER-SUPERIOR 3325-200 2" NORMALLY OPEN BRASS MASTER VALVE.
	BUCKNER-SUPERIOR 3125-300-PRS-RW 3" NORMALLY OPEN BRASS MASTER VALVE WITH PRESSURE REGULATION AND PURPLE HANDLE.
	EXISTING MASTER VALVE PROTECT IN PLACE.
	EXISTING BACKFLOW PREVENTER OR ISOLATION VALVE. REFER TO NOTES ON PLAN.
	CALSENSE CONTROLLER LOCATION. REFER TO PLAN FOR MODEL NUMBER AND INSTALLATION NOTES
	FLOMEC QS200-20 2" FLOWMETER INSTALLED IN SCHEDULE 80 PVC HOUSING.
	FLOMEC QS200-30 3" FLOWMETER INSTALLED IN SCHEDULE 80 PVC HOUSING.
	FLOMEC QS200 FLOWMETER INSERT INSTALLED INTO THE EXISTING PVC HOUSING.
	CALSENSE RB-1 RAIN BUCKET TO BE INSTALLED ON THE EXISTING POLE AT LOCATION SHOWN ON PLAN.
	WILKINS MODEL 375 REDUCED PRESSURE BACKFLOW WITH SHUT-OFF VALVES
	CRISPIN MODEL AL COMBINATION AIR/VACUUM VALVE NPT THREADED CONNECTION, REFER TO PLAN FOR SIZE.
	ELECTRICAL CONDUIT SCH. 40 PVC 1-1/4" PVC CONDUIT WITH MASTER VALVE AND FLOW SENSOR WIRES.
	CALSENSE CS-2W-2ST 2-STATION DECODER
	CALSENSE CS-2W-POC POC DECODER
	WILKINS MODEL 48 NRS-OP FLANGED GATE VALVE WITH SQUARE OPERATING NUT
	CLA-VAL MODEL 90G-01 PRESSURE REDUCING VALVE MODEL 90G-01BPVYKC D/S, FLANGED, CRD (30-300) X141 GAUGES P1 & P2 (0-160)
	EXISTING PRESSURE REDUCING VALVE (P.R.V.)

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Yucaipa, CA 92399

Campus Wide Irrigation Upgrades
11711 Sand Canyon Road
Yucaipa, CA 92399
100% Bid Set

REVISIONS	DATE	BY



SHEET TITLE

CONTROLLER
EQUIPMENT
LEGEND / NOTES

DESIGNED	DB
DRAWN	DB
CHECKED	DG
DATE	02.10.21
SCALE	N.A.
JOB NO.	20112

SHEET

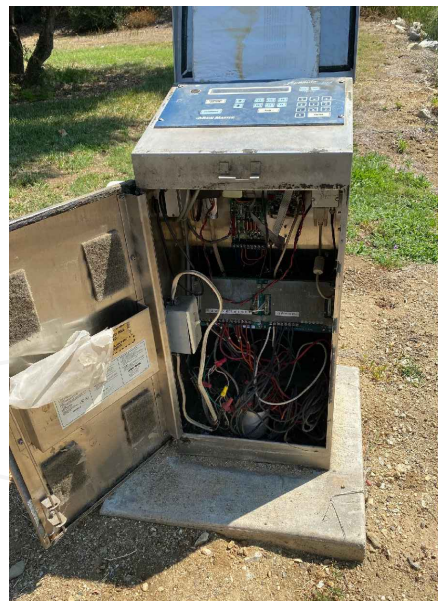
L2.0

3 OF 12 SHEETS

[One Inch on Original Sheet] Drawing File: \\s:\Projects\20pr\20112 Crafton Hills College Irrigation\AutoCAD\RHA.CAD, 20112 Construction Plan Feb 10, 2021 -- 3:12pm © R & A Landscape Architects-Planners, Inc. expressly represents, its copyright and other proprietary rights in these plans. These plans are not to be reproduced, changed or copied in any form or manner whatsoever and any such use is prohibited in any third party without first obtaining the express written permission.

CONTROLLER ASSEMBLY#A-01 SCOPE OF WORK:

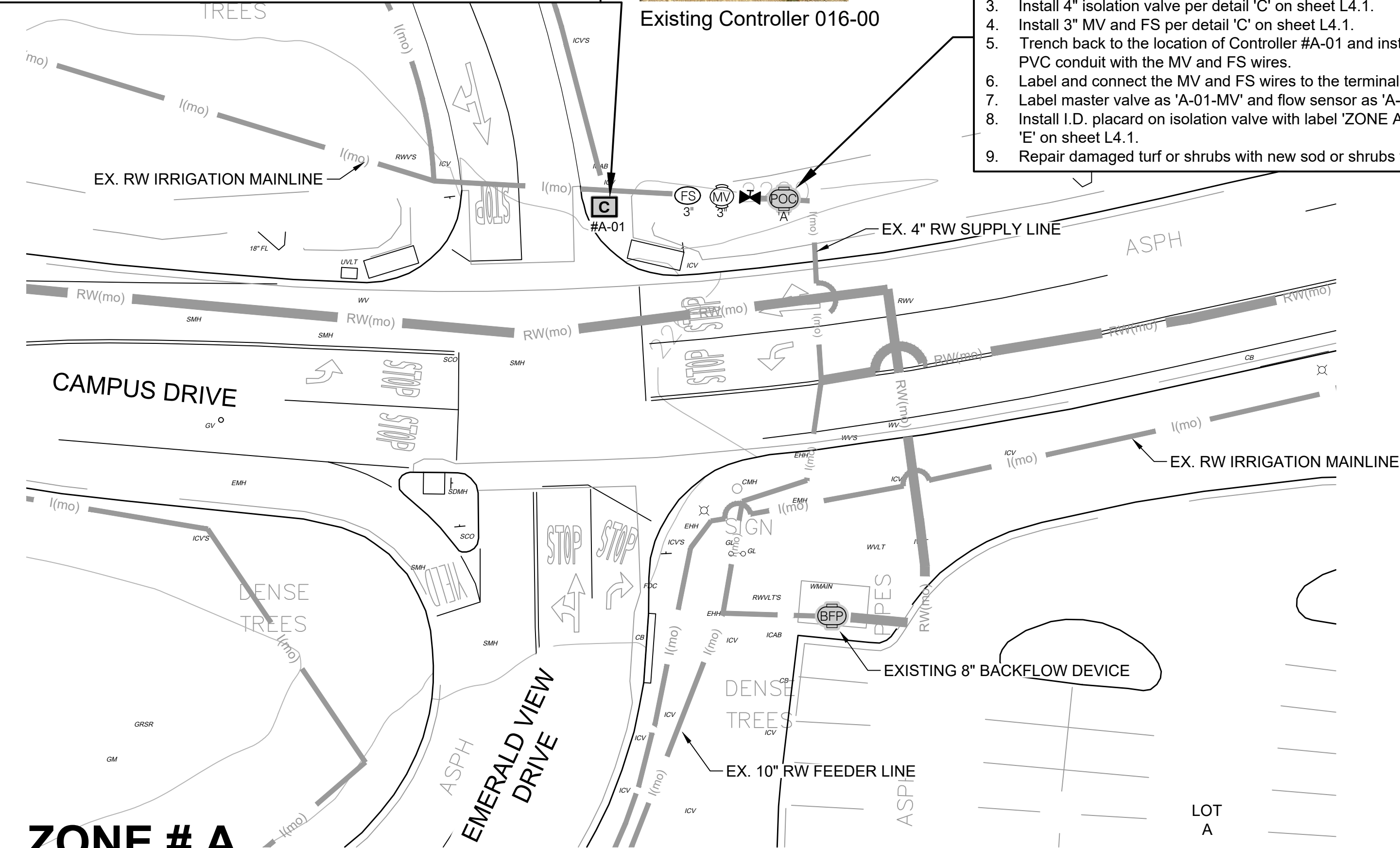
- A. Remove existing controller assembly 016-00 and demo the concrete footing. Protect in place all wire and conduits.
B. Repair/replace all damaged wire and/or conduits per specifications.
C. Install new conduit with the MV and FS wires.
D. At same location as the existing, construct new concrete footing and install new controller assembly per detail 'E' sheet L4.2.
E. Label and connect the existing controller wires to the terminal board.
F. Label controller as 'A-01'. Label valves as 'A-01-01', 'A-01-02', 'A-01-03', etc
G. Install antenna per Calsense direction.



Existing Controller 016-00

POINT OF CONNECTION # A SCOPE OF WORK:

1. In the turf area, field locate the existing 4" irrigation mainline.
2. Cut and remove necessary section of pipe to install the isolation valve, master valve and flow sensor.
3. Install 4" isolation valve per detail 'C' on sheet L4.1.
4. Install 3" MV and FS per detail 'C' on sheet L4.1.
5. Trench back to the location of Controller #A-01 and install 1-1/4" PVC conduit with the MV and FS wires.
6. Label and connect the MV and FS wires to the terminal board.
7. Label master valve as 'A-01-MV' and flow sensor as 'A-01-FS'.
8. Install I.D. placard on isolation valve with label 'ZONE A' per detail 'E' on sheet L4.1.
9. Repair damaged turf or shrubs with new sod or shrubs to match.



ZONE # A

POINT OF CONNECTION # A
CONTROLLER #A-01
@ WEST CAMPUS ENTRY



Existing Controllers 018-00 & 018-01

REPLACE CONTROLLERS 18-00 AND 18-01
WITH NEW SINGLE ASSEMBLY.

CONTROLLER ASSEMBLY#B-02 SCOPE OF WORK:

- A. Remove the two existing controller assemblies and demo the concrete footing. Protect all wire and conduits from damage during concrete removal.
B. At the location of controller 018-01, install a rectangular valve box over the control wire bundle. Splice control wires so that the new leads can be routed into the new controller assembly. Install new conduits sweeps from the box into the assembly.
C. Install new 1.25" conduit for the MV and FS wires.
D. Install new grounding rod and wire per detail 'E' on sheet L4.2
E. Construct new concrete footing for the single assembly per detail 'E' on sheet L4.2
F. Install new controller assembly per detail 'E' on sheet L4.2.
G. Label and connect the existing controller wires to the terminal board.
H. Label controller as 'B-02'. Label valves as 'B-02-01', 'B-02-02', 'B-02-03', etc
I. Install antenna per Calsense direction.

ZONE # B

POINT OF CONNECTION # B
CONTROLLER #B-02
@ CRAFTON HALL (CHL)

POINT OF CONNECTION # B SCOPE OF WORK:

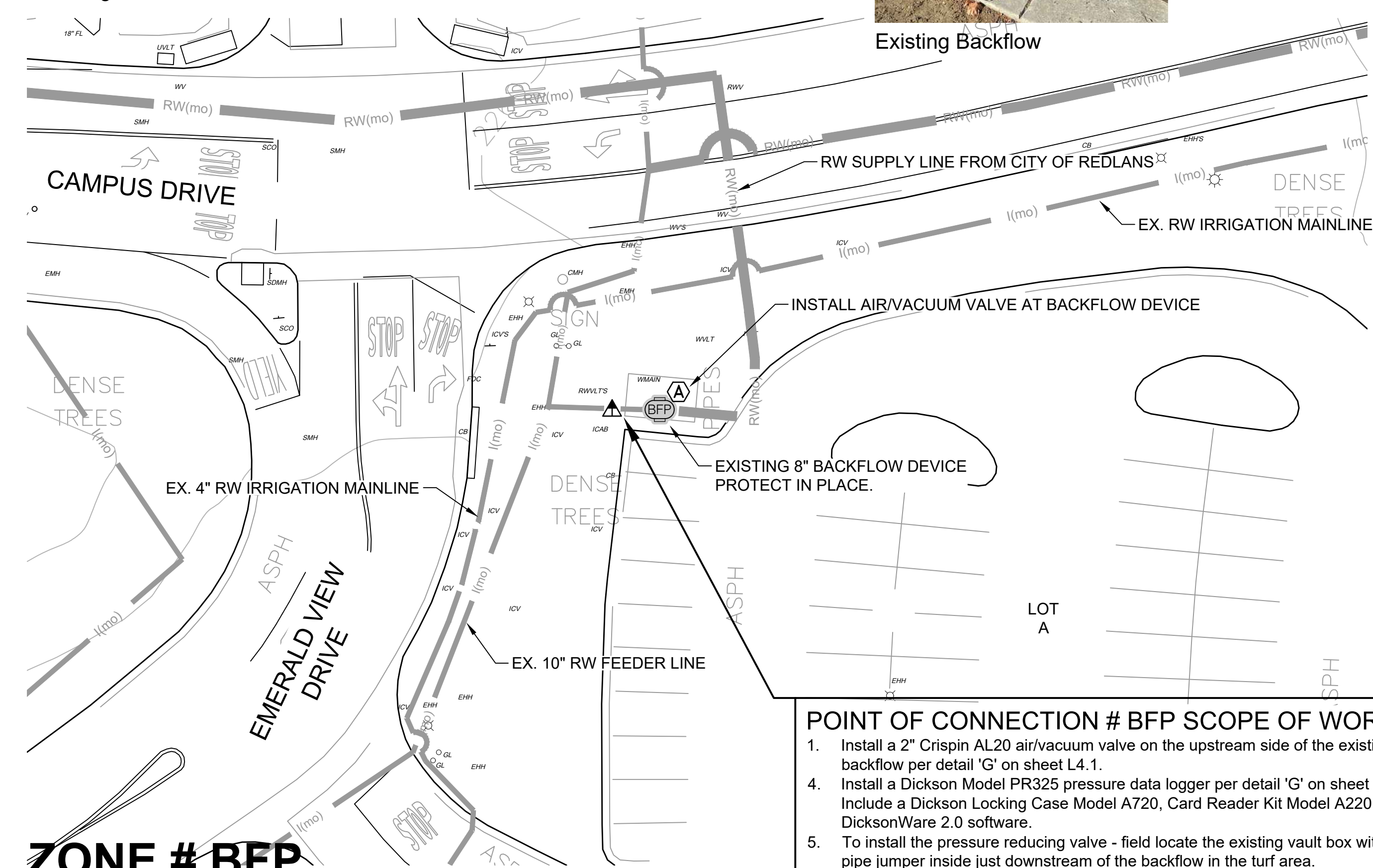
1. Downstream of the above grade 4" isolation valve, field locate existing 4" irrigation mainline.
2. Cut and remove necessary section of pipe to install the master valve and flow sensor.
3. Install MV and FS per detail 'B' sheet L4.1.
4. Trench back to the location of Controller # 02 and install 1-1/4" PVC conduit with the MV and FS wires. At sidewalk crossing, sawcut concrete at expansion joint. Repair concrete to match existing.
5. Label and connect the MV and FS wires to the terminal board.
6. Label master valve as 'B-02-MV' and flow sensor as 'B-02-FS'.
7. Repair damaged turf or shrubs with new sod or shrubs to match.



Existing Vault for new PRV



Existing Backflow

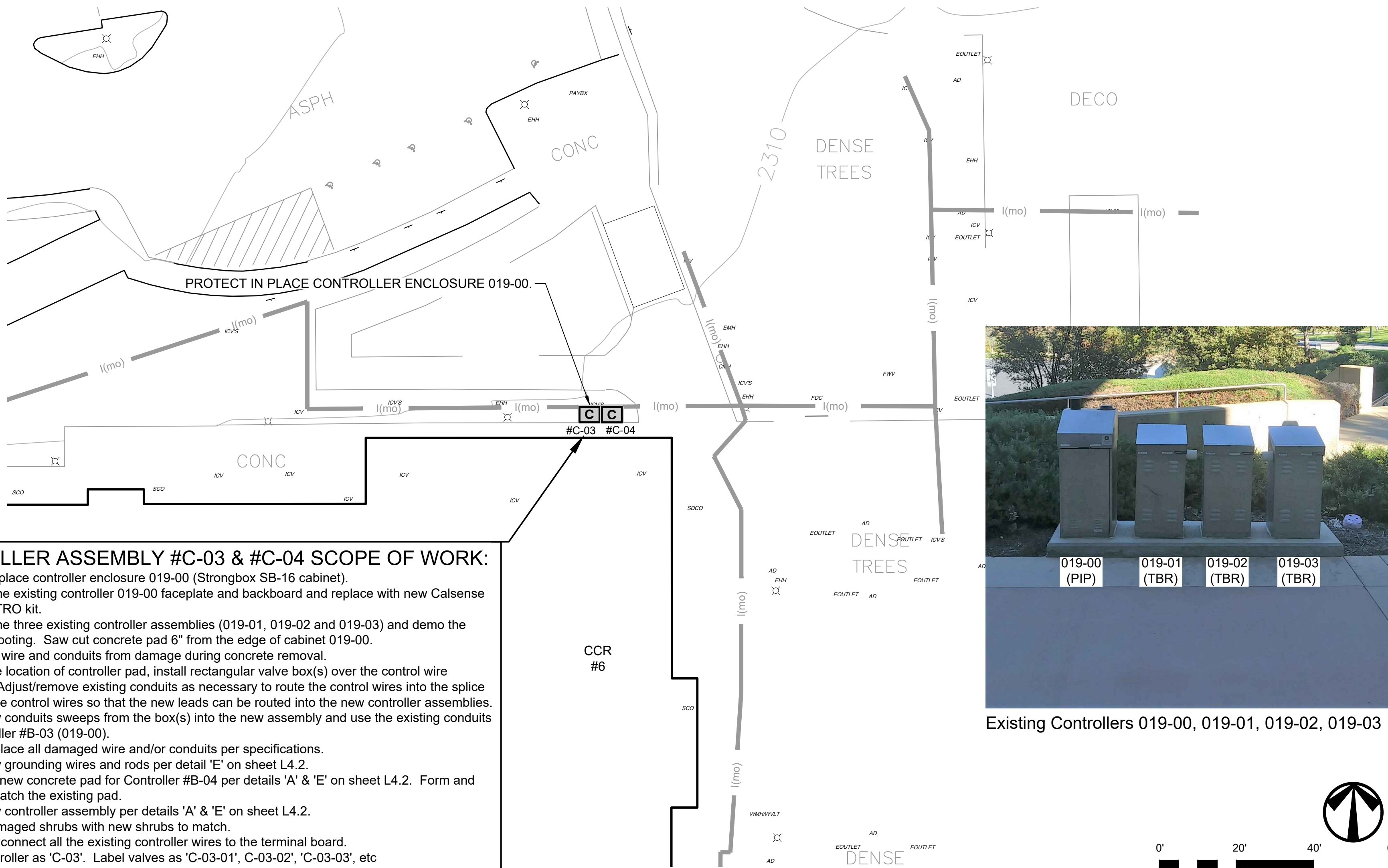


ZONE # BFP

CAMPUS P.O.C. # BFP
@ WEST CAMPUS ENTRY

POINT OF CONNECTION # BFP SCOPE OF WORK:

1. Install a 2" Crispin AL20 air/vacuum valve on the upstream side of the existing backflow per detail 'G' on sheet L4.1.
4. Install a Dickson Model PR325 pressure data logger per detail 'G' on sheet L4.1. Include a Dickson Locking Case Model A720, Card Reader Kit Model A220 and DicksonWare 2.0 software.
5. To install the pressure reducing valve - field locate the existing vault box with a PVC pipe jumper inside just downstream of the backflow in the turf area.
6. Remove the jumper section of pipe and install an 8" pressure reducing valve.
7. Label the pressure reducing valve as 'BF-PRV' with a valve I.D. tag.
8. Paint the lids of vault purple and label with 'BF-PRV'.
9. Repair damaged turf or shrubs with new sod or shrubs to match.



CONTROLLER ASSEMBLY #C-03 & #C-04 SCOPE OF WORK:

- A. Protect in place controller enclosure 019-00 (Strongbox SB-16 cabinet).
B. Remove the existing controller 019-00 faceplate and backboard and replace with new Calsense SB16-RETRO kit.
C. Remove the three existing controller assemblies (019-01, 019-02 and 019-03) and demo the concrete footing. Saw cut concrete pad 6" from the edge of cabinet 019-00.
D. Protect all wire and conduits from damage during concrete removal.
E. Behind the location of controller pad, install rectangular valve box(s) over the control wire bundles. Adjust/remove existing conduits as necessary to route the control wires into the splice box. Splice control wires so that the new leads can be routed into the new controller assemblies. Install new conduits sweeps from the box(s) into the new assembly and use the existing conduits for Controller #B-03 (019-00).
F. Repair/replace all damaged wire and/or conduits per specifications.
G. Install new grounding wires and rods per detail 'E' on sheet L4.2.
H. Construct new concrete pad for Controller #B-04 per details 'A' & 'E' on sheet L4.2. Form and finish to match the existing pad.
I. Install new controller assembly per details 'A' & 'E' on sheet L4.2.
J. Repair damaged shrubs with new shrubs to match.
K. Label and connect all the existing controller wires to the terminal board.
L. Label controller as 'C-03'. Label valves as 'C-03-01', 'C-03-02', 'C-03-03', etc
M. Label controller as 'C-04'. Label valves as 'C-04-01', 'C-04-02', 'C-04-03', etc
N. Controllers 019-00 and 019-01 will be combined into Controller C-03.
O. Controllers 019-02 and 019-03 will be combined into Controller C-04.
P. Install antenna per Calsense direction.

ZONE # C

CONTROLLER #C-03 & C-04
@ NORTH SIDE OF CRAFTON CENTER (CCR)



Existing Controllers 019-00, 019-01, 019-02, 019-03

ABBREVIATIONS

- TBR TO BE REMOVED
PIP PROTECT IN PLACE
RCV REMOTE CONTROL VALVE
MV MASTER VALVE
FS FLOW SENSOR



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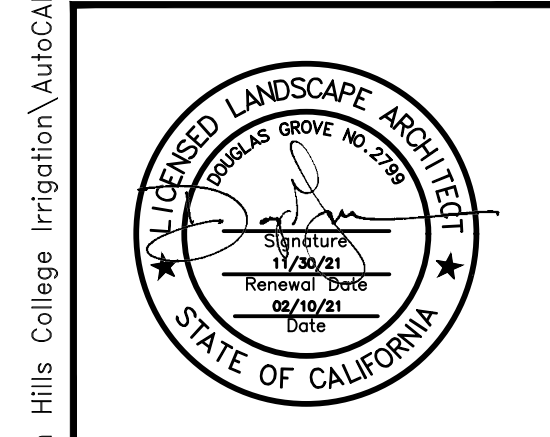
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CRAFTON HILLS COLLEGE

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Crafton Hills College
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Yucaipa, CA 92399

Campus Wide Irrigation Upgrades
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REVISIONS	DATE	BY

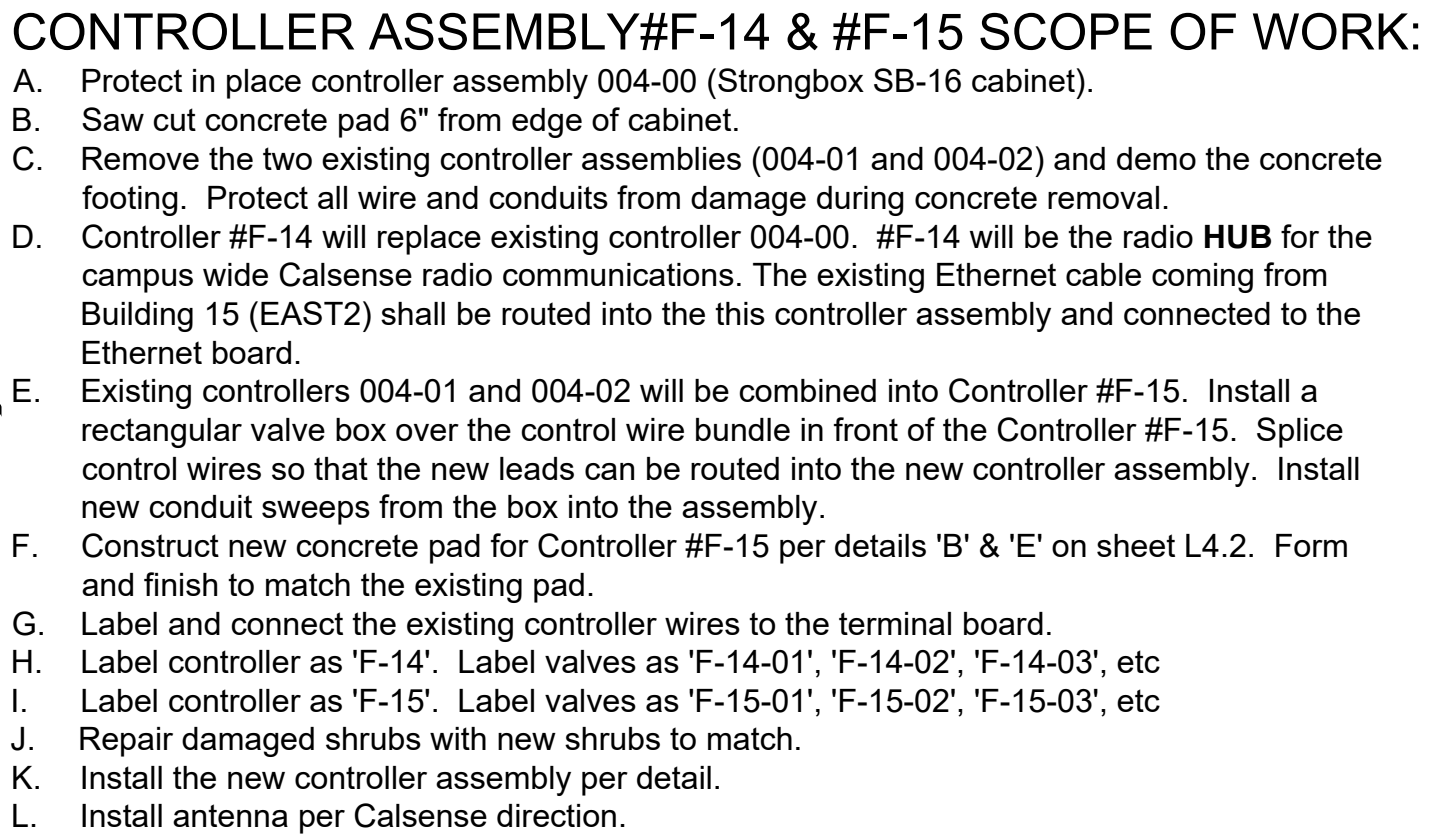
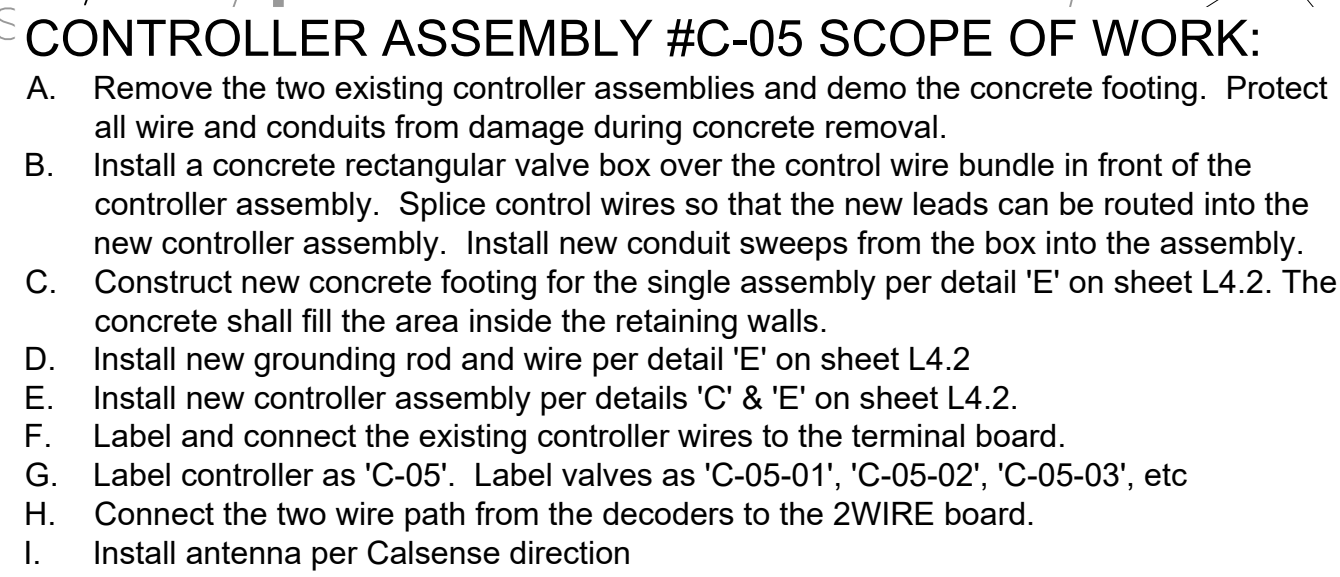
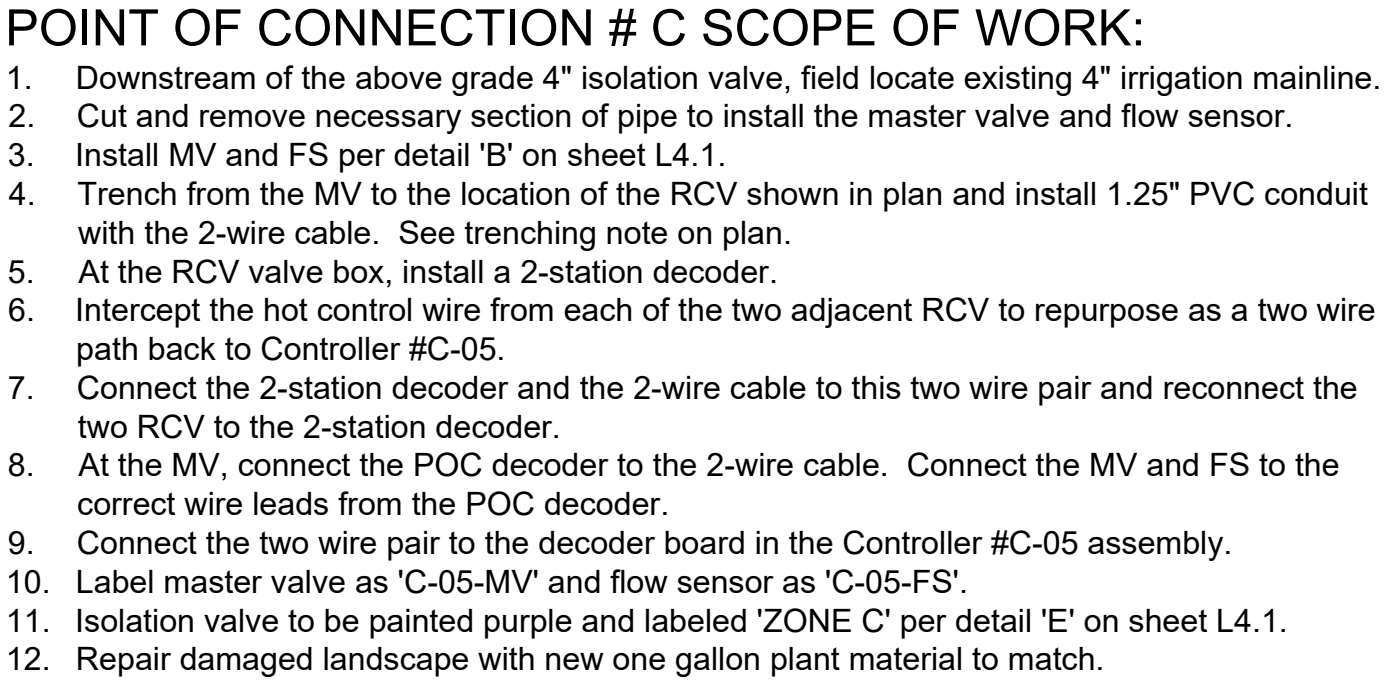


SHEET TITLE
IRRIGATION PLAN

DESIGNED	DB
DRAWN	DB
CHECKED	DG
DATE	02.10.21
SCALE	1" = 20'
JOB NO.	20112

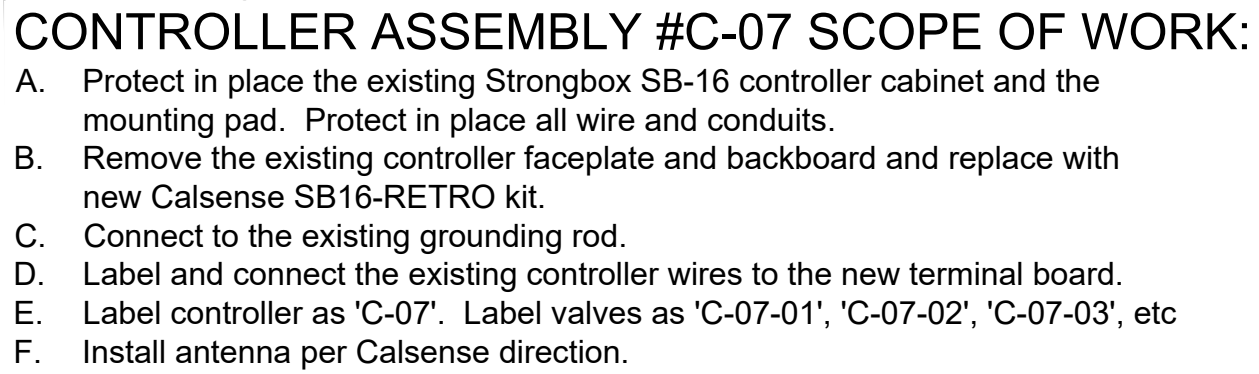
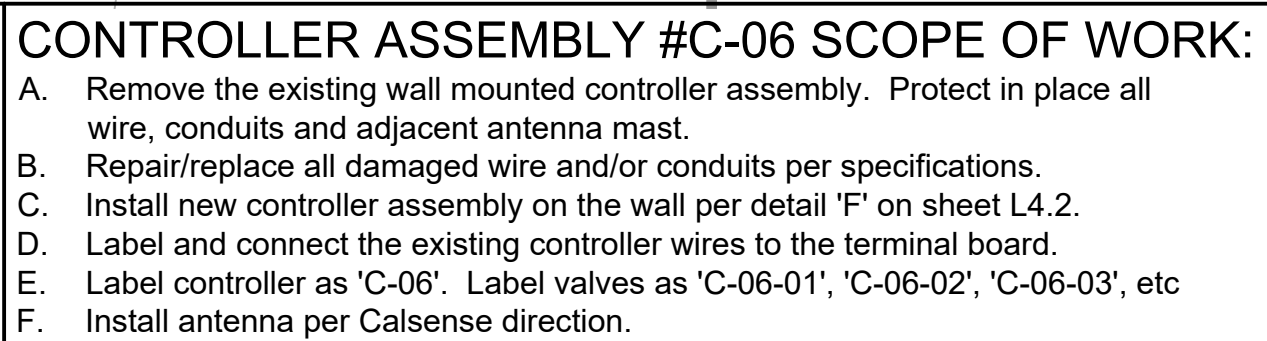
SHEET
L2.1
4 OF 12 SHEETS

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TBR	TO BE REMOVED
PIP	PROTECT IN PLACE
RCV	REMOTE CONTROL VALVE
MV	MASTER VALVE
FS	FLOW SENSOR

ZONE # C
CONTROLLER #C-07
@ NORTH SIDE OF CENTRAL COMPLEX 2 (CNTL 2)



SHEET

L2.2

5 OF 12 SHEETS

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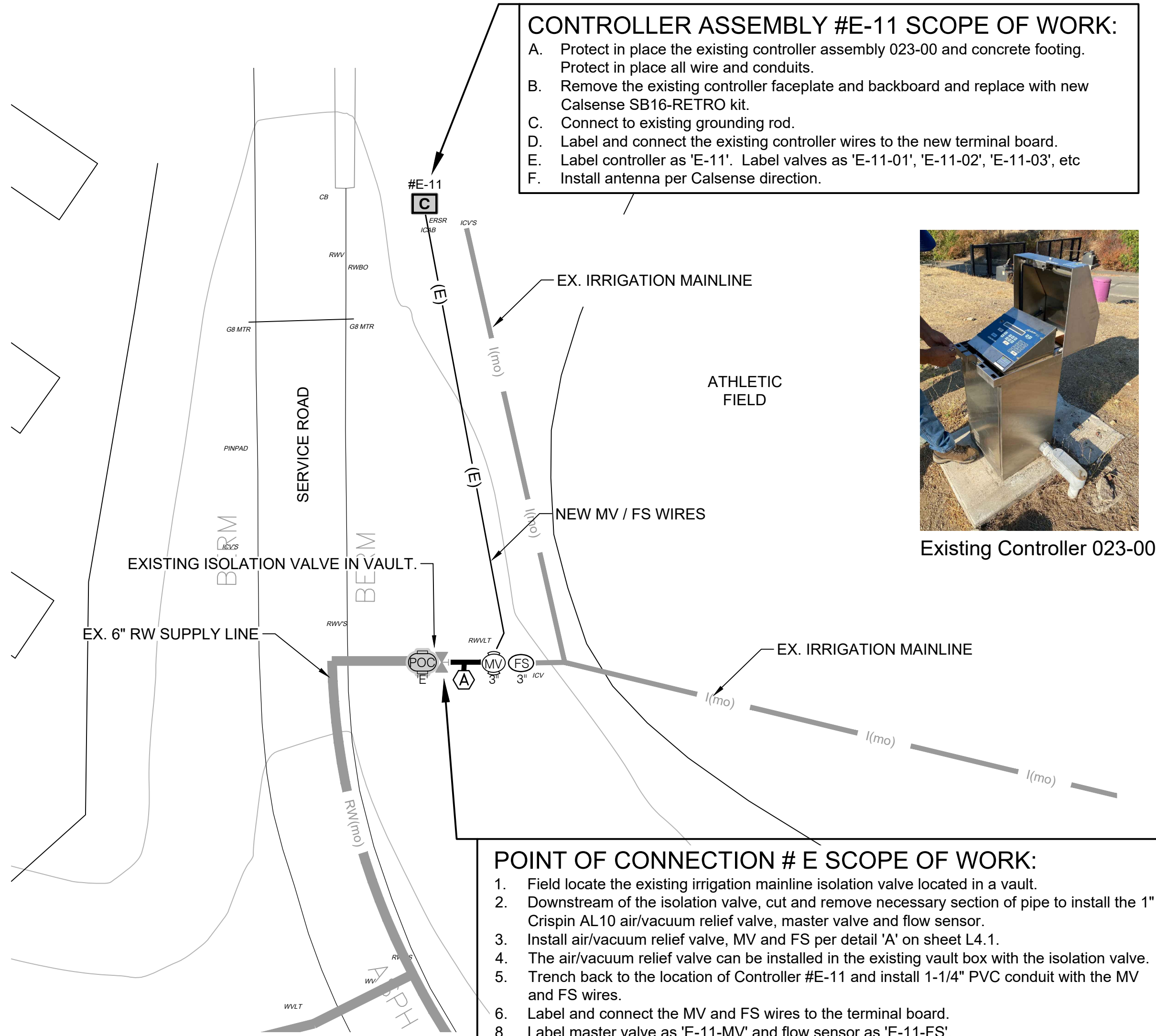
PROJECT:

Campus Wide Irrigation Upgrades

11711 Sand Canyon Road
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- CONTROLLER ASSEMBLY #E-11 SCOPE OF WORK:**
- Protect in place the existing controller assembly 023-00 and concrete footing. Protect in place all wire and conduits.
 - Remove the existing controller faceplate and backboard and replace with new Calsense SB16-RETRO kit.
 - Connect to existing grounding rod.
 - Label and connect the existing controller wires to the new terminal board.
 - Label controller as 'E-11'. Label valves as 'E-11-01', 'E-11-02', 'E-11-03', etc.
 - Install antenna per Calsense direction.



Existing Controller 023-00

- POINT OF CONNECTION # E SCOPE OF WORK:**
- Field locate the existing irrigation mainline isolation valve located in a vault.
 - Downstream of the isolation valve, cut and remove necessary section of pipe to install the 1" Crispin AL10 air/vacuum relief valve, master valve and flow sensor.
 - Install air/vacuum relief valve, MV and FS per detail 'A' on sheet L4.1.
 - The air/vacuum relief valve can be installed in the existing vault box with the isolation valve.
 - Trench back to the location of Controller #E-11 and install 1-1/4" PVC conduit with the MV and FS wires.
 - Label and connect the MV and FS wires to the terminal board.
 - Label master valve as 'E-11-MV' and flow sensor as 'E-11-FS'.
 - Install I.D. placard on isolation valve with label 'ZONE E' per detail 'E' on sheet L4.1.
 - Paint the lids of vault purple and label with 'ZONE E'.
 - Repair damaged turf or shrubs with new sod or shrubs to match.

ZONE # E
POINT OF CONNECTION # E
CONTROLLER #E-11
@ ATHLETIC FIELD

- CONTROLLER ASSEMBLY #D-09 SCOPE OF WORK:**
- Remove the existing controller assembly 021-00 and demo the concrete footing. Protect in place all wire and conduits.
 - Install new grounding wire and rod per detail 'E' on sheet L4.2.
 - Construct new concrete footing per detail 'E' on sheet L4.2.
 - Install new controller assembly per detail 'E' on sheet L4.2.
 - Label and connect the existing controller wires to the terminal board.
 - Label controller as 'D-09'. Label valves as 'D-09-01', 'D-09-02', 'D-09-03', etc.
 - Install antenna per Calsense direction.



Existing Backflow

- POINT OF CONNECTION # D SCOPE OF WORK:**
- Field locate the existing irrigation backflow labeled 'Zone S' and remove.
 - Remove the existing pressure reducing valve located in a vault box.
 - Intent is to underground the isolation valve for Zone D.
 - Install a 4" isolation valve, 3" MV and 3" FS per detail 'C' on sheet L4.1. The existing vault box can be reset and used for accessing the isolation valve and MV. Install FS in separate valve box.
 - Before the 4" isolation valve, install a 4x2x4 tee. On the 2" leg install a Nibco T-113 gate valve. Connect the existing 2" irrigation mainline to this valve.
 - Trench back to the location of Controller #D-08 and install 1-1/4" PVC conduit with the MV and FS wires.
 - Label and connect the MV and FS wires to the terminal board.
 - Label master valve as 'D-08-MV' and flow sensor as 'D-08-FS'.
 - The lids of the vault box shall be painted purple and label lid with 'ZONE D'.
 - Repair damaged turf or shrubs with new sod or shrubs to match.

- CONTROLLER ASSEMBLY #D-08 SCOPE OF WORK:**
- Remove the two existing controller assemblies (020-00 & 020-01) and demo the concrete footing. Protect in place all wire and conduits.
 - At the location of controller 020-01, install a rectangular valve box over the control wire bundle. Splice control wires so that the new leads can be routed into the new controller assembly. Install new conduits sweeps from the box into the assembly.
 - Install new 1.25" conduit for the MV and FS wires.
 - Install new grounding wire and rod per detail 'E' on sheet L4.2.
 - Construct new concrete footing for the single assembly per detail 'E' on sheet L4.2.
 - Install new controller assembly per detail 'E' on sheet L4.2.
 - Label and connect the existing controller wires to the terminal board.
 - Install antenna per Calsense direction.



Existing Controllers 020-00 & 020-01



Existing Controller 021-00

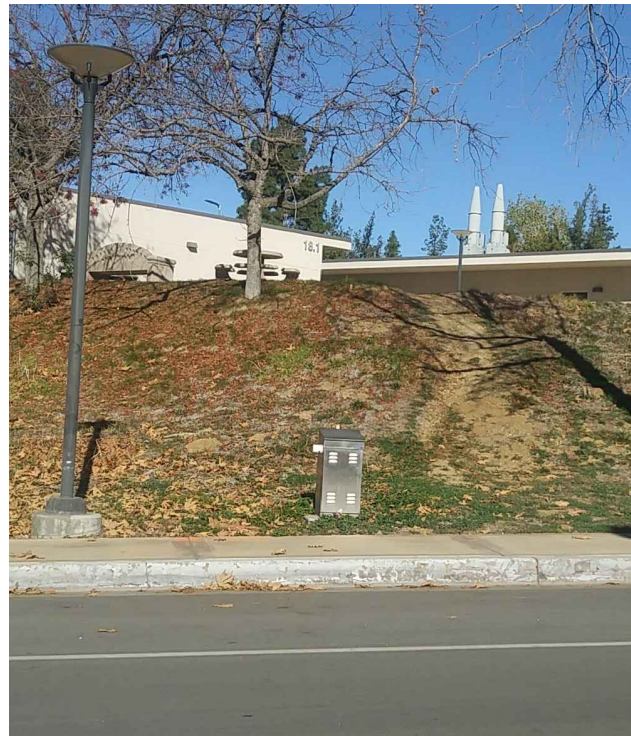
ZONE # D
CONTROLLER #D-08 & #D-09
@ WEST OF GYM



EXISTING CONTROLLERS
A002-00 & B001-00

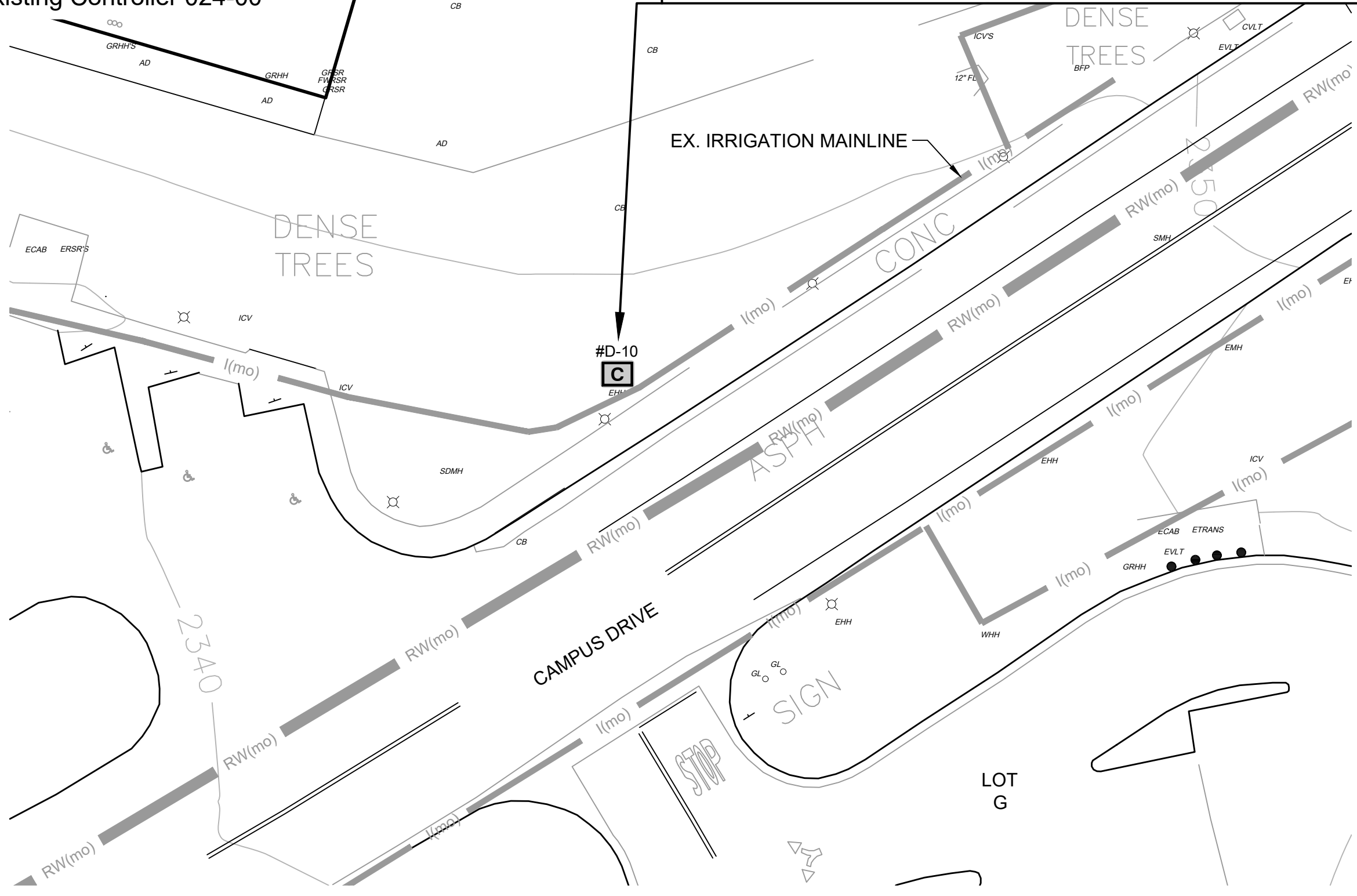
- CONTROLLER ASSEMBLY #E-12 & #E-13 SCOPE OF WORK:**
- Protect in place the existing controller assemblies and concrete footing. Protect in place all wire and conduits.
 - Remove the existing controller faceplate and backboard and replace with new Calsense SB16-RETRO kit.
 - Connect to existing grounding rod.
 - Label and connect the existing controller wires to the new terminal board.
 - Label controller as 'E-12'. Label valves as 'E-12-01', 'E-12-02', 'E-12-03', etc.
 - Label controller as 'E-13'. Label valves as 'E-13-01', 'E-13-02', 'E-13-03', etc.
 - Replace the existing rain bucket with new Calsense RB-1 per detail 'B' on sheet L4.3.
 - Install antenna per Calsense direction.

ZONE # E
CONTROLLERS #E-12 & #E-13
@ EAST OF AQUATICS COMPLEX (KHA)



Existing Controller 024-00

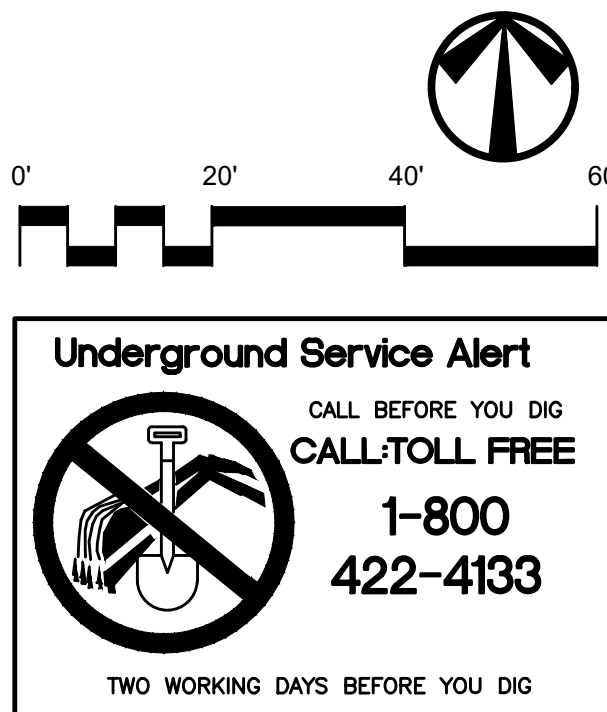
- CONTROLLER ASSEMBLY #D-10 SCOPE OF WORK:**
- Remove the existing controller assembly 024-00 and demo the concrete footing. Protect in place all wire and conduits.
 - Repair/replace all damaged wire and/or conduits per specifications.
 - Install new grounding wire and rod per detail 'E' on sheet L4.2.
 - Construct new concrete footing per detail 'E' on sheet L4.2.
 - Install new controller assembly per detail 'E' on sheet L4.2.
 - Label and connect the existing controller wires to the terminal board.
 - Label controller as 'D-10'. Label valves as 'D-10-01', 'D-10-02', 'D-10-03', etc.
 - Install antenna per Calsense direction.
 - Repair damaged turf or shrubs with new sod or shrubs to match.



ZONE # D
CONTROLLER #D-10
ON CAMPUS DRIVE @ NORTH COMPLEX (NRTH)

ABBREVIATIONS

TBR	TO BE REMOVED
PIP	PROTECT IN PLACE
RCV	REMOTE CONTROL VALVE
MV	MASTER VALVE
FS	FLOW SENSOR



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**CRAFTON HILLS
COLLEGE**

SAN BERNARDINO
VALLEY
COMMUNITY COLLEGE DISTRICT

OWNERS:
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Campus Wide Irrigation Upgrades
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PROJECT:
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REVISIONS	DATE	BY

LANDSCAPE ARCHITECT
RHA (CA) 20112 Construction Plan
Drawing File: W:\Projects\2020\20112 Crafton Hills College Irrigation\AutoCAD\RHA (CA) 20112 Construction Plan

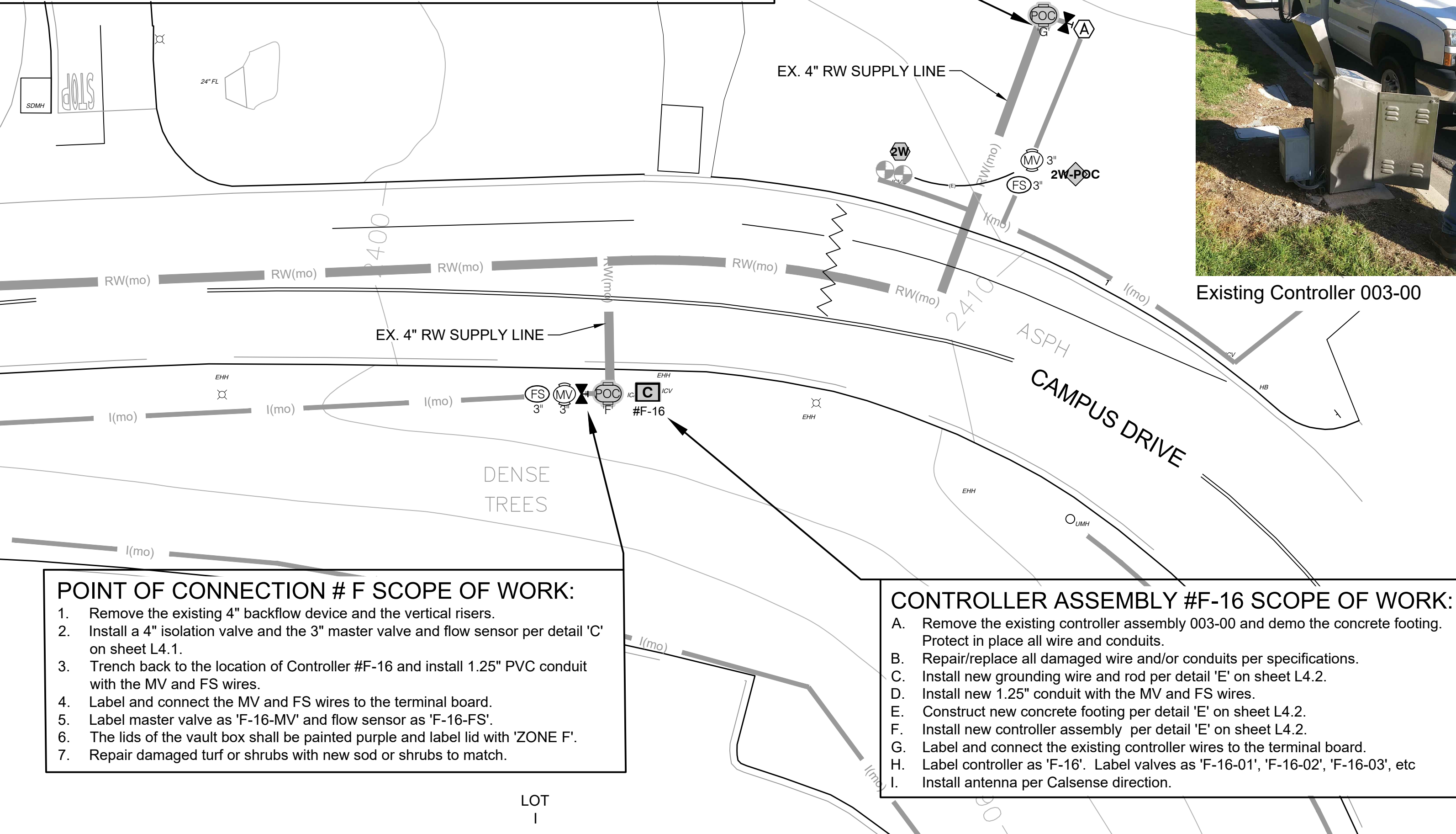
SHEET TITLE
**IRRIGATION
PLAN**

DESIGNED	DB
DRAWN	DB
CHECKED	DG
DATE	02.10.21
SCALE	1" = 20'
JOB NO.	20112

SHEET
L2.3
6 OF 12 SHEETS

POINT OF CONNECTION # G SCOPE OF WORK:

1. Remove the existing 4" backflow device. Install a 4" isolation valve and a 4" flanged spool with a 1" tap in place of the backflow. At the 1" tap, install a 1" Nibco T-113 gate and a 1" Crispin AL10 air and vacuum valve.
2. Downstream of the 4" isolation valve, field locate the existing 4" irrigation mainline in the level ground close to Campus Drive.
3. Cut and remove necessary section of pipe to install the master valve and flow sensor.
4. Install MV and FS per detail 'B' on sheet L4.1.
5. Trench to the location of the RCV shown in plan and install 1.25" PVC conduit with the 2- wire cable. At the RCV box, install a 2-station decoder.
6. Intercept the hot control wire from each of the two adjacent RCV to repurpose as a two wire path back to Controller #G-17.
7. Connect the 2-wire cable and a 2-station decoder to this two wire pair.
8. Reconnect the two RCV to the 2-station decoder.
9. At the MV, connect the POC decoder to the 2-wire cable. Connect the MV and FS to the correct wire leads from the POC decoder.
10. Connect the two wire pair to the decoder board in the Controller #G-17 assembly.
11. Label master valve as 'G-17-MV' and flow sensor as 'G-17-FS'.
12. Isolation valve and spool to be painted purple and labeled 'ZONE G per detail 'E' on sheet L4.1.
13. Repair damaged turf or shrubs with new sod or shrubs to match.



POINT OF CONNECTION # F SCOPE OF WORK:

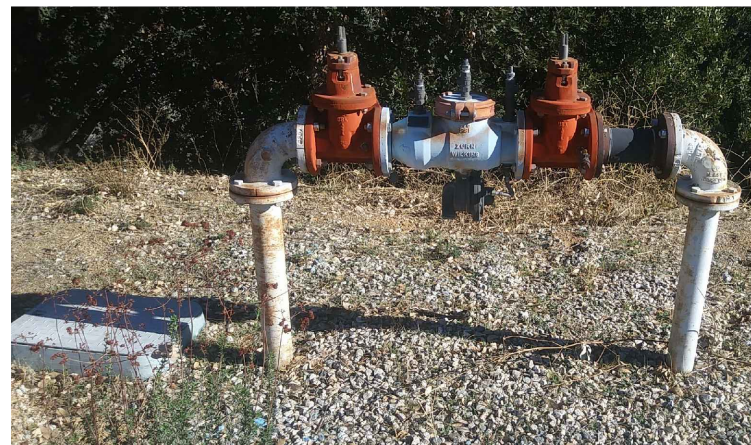
1. Remove the existing 4" backflow device and the vertical risers.
2. Install a 4" isolation valve and the 3" master valve and flow sensor per detail 'C' on sheet L4.1.
3. Trench back to the location of Controller #F-16 and install 1.25" PVC conduit with the MV and FS wires.
4. Label and connect the MV and FS wires to the terminal board.
5. Label master valve as 'F-16-MV' and flow sensor as 'F-16-FS'.
6. The lids of the vault box shall be painted purple and label lid with 'ZONE F'.
7. Repair damaged turf or shrubs with new sod or shrubs to match.

CONTROLLER ASSEMBLY #F-16 SCOPE OF WORK:

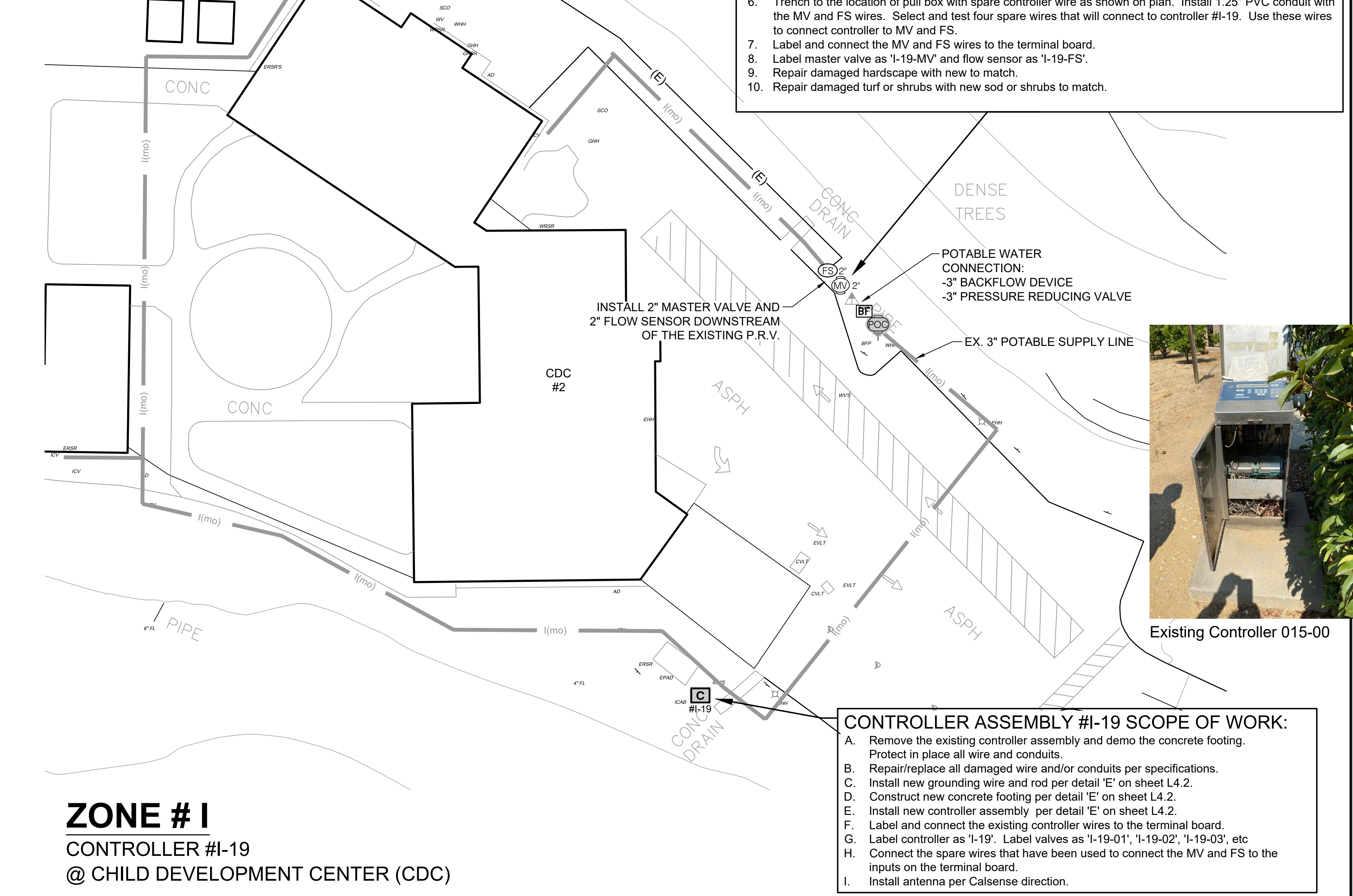
- A. Remove the existing controller assembly 003-00 and demo the concrete footing. Protect in place all wire and conduits.
- B. Repair/replace all damaged wire and/or conduits per specifications.
- C. Install new grounding wire and rod per detail 'E' on sheet L4.2.
- D. Install new 1.25" conduit with the MV and FS wires.
- E. Construct new concrete footing per detail 'E' on sheet L4.2.
- F. Install new controller assembly per detail 'E' on sheet L4.2.
- G. Label and connect the existing controller wires to the terminal board.
- H. Label controller as 'F-16'. Label valves as 'F-16-01', 'F-16-02', 'F-16-03', etc
- I. Install antenna per Calsense direction.

ZONES # F & # G

POINTS OF CONNECTION #F & #G
CONTROLLER #F-16
@ CAMPUS DRIVE / LOT 'I'



Existing Backflow

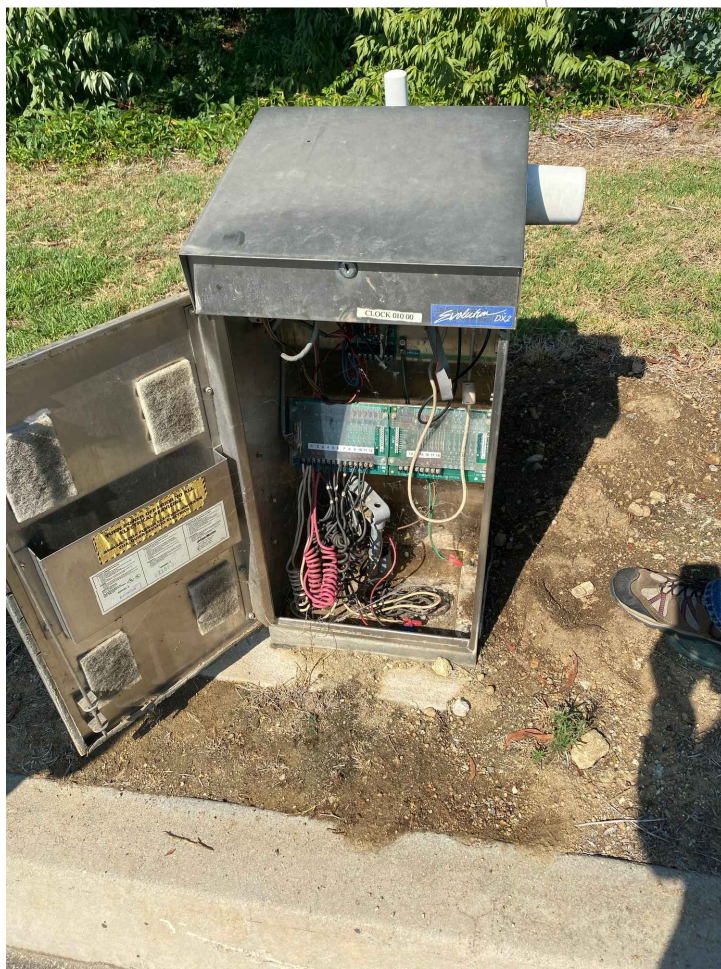


ZONE # I

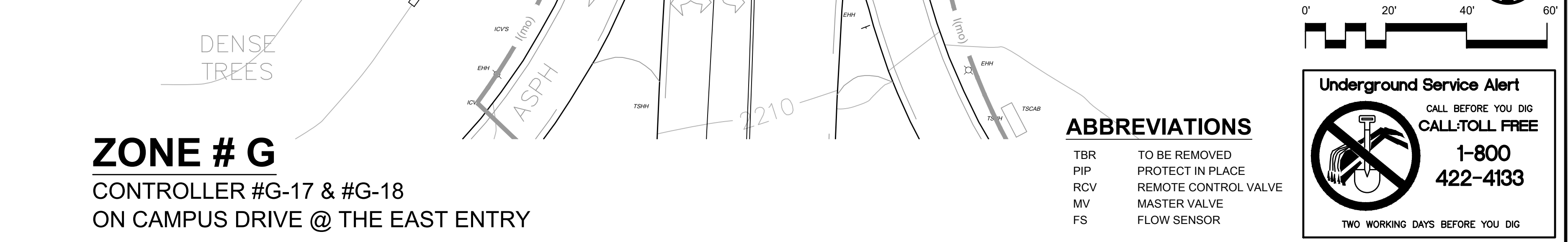
CONTROLLER #I-19
@ CHILD DEVELOPMENT CENTER (CDC)

CONTROLLER ASSEMBLY #G-18 SCOPE OF WORK:

- A. Remove the existing controller assembly 010-00 and demo the concrete footing. Protect in place all wire and conduits.
- B. Repair/replace all damaged wire and/or conduits per specifications.
- C. Install new grounding wire and rod per detail 'E' on sheet L4.2.
- D. Construct new concrete footing per detail 'E' on sheet L4.2.
- E. Install new controller assembly per detail 'E' on sheet L4.2.
- F. Label and connect the existing controller wires to the terminal board.
- G. Label controller as 'G-18'. Label valves as 'G-18-01', 'G-18-02', 'G-18-03', etc
- H. Install antenna per Calsense direction.



Existing Controller 010-00

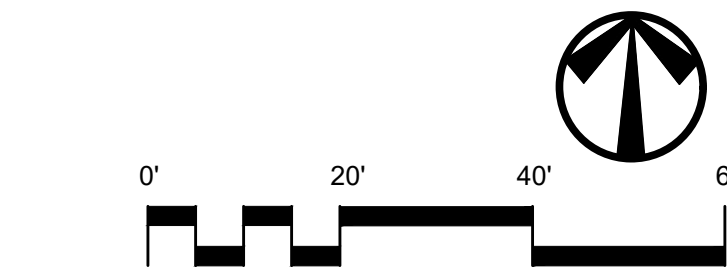


ZONE # G

CONTROLLER #G-17 & #G-18
ON CAMPUS DRIVE @ THE EAST ENTRY

CONTROLLER ASSEMBLY #G-17 SCOPE OF WORK:

- A. Remove the existing controller assembly 009-00 and demo the concrete footing. Protect in place all wire and conduits.
- B. Repair/replace all damaged wire and/or conduits per specifications.
- C. Install new grounding wire and rod per detail 'E' on sheet L4.2.
- D. Construct new concrete footing per detail 'E' on sheet L4.2.
- E. Install new controller assembly per detail 'E' on sheet L4.2.
- F. Label and connect the existing controller wires to the terminal board.
- G. Label controller as 'G-17'. Label valves as 'G-17-01', 'G-17-02', 'G-17-03', etc
- H. Connect the two wire path from the decoders to the 2WIRE board.
- I. Install antenna per Calsense direction.



Existing Controller 009-00

ABBREVIATIONS

- | | |
|-----|----------------------|
| TBR | TO BE REMOVED |
| PIP | PROTECT IN PLACE |
| RCV | REMOTE CONTROL VALVE |
| MV | MASTER VALVE |
| FS | FLOW SENSOR |



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SHEET TITLE
IRRIGATION PLAN

DESIGNED	DB
DRAWN	DB
CHECKED	DG
DATE	02.10.21
SCALE	1" = 20'
JOB NO.	20112

SHEET
L2.4
7 OF 12 SHEETS

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- POINT OF CONNECTION # H SCOPE OF WORK:**
1. Replace the existing 4" backflow device with a new 4" Wilkins 375 reduces pressure backflow device, included two new isolation valves. Remove the existing pressure reducing valve. Reset the downstream riser from the backflow and adapt to attach the MV and FS.
 2. Install MV and FS per detail 'B' on sheet L4.1.
 3. Trench from the MV to the location of the RCV shown in plan and install 1.25" PVC conduit with the 2-wire cable. See trenching notes on plan.
 4. At the RCV valve box, install a 2-station decoder.
 5. Intercept the hot control wire from each of the two adjacent RCV to repurpose as a two wire path back to Controller #B-02.
 6. Connect the 2-station decoder and the 2-wire cable to this two wire pair and reconnect the two RCV to the 2-station decoder.
 7. At the MV, connect the POC decoder to the 2-wire cable. Connect the MV and FS to the correct wire leads from the POC decoder.
 8. Connect the two wire pair to the decoder board in the Controller #B-02 assembly.
 9. Label master valve as 'H-02-MV' and flow sensor as 'H-02-FS'.
 10. Backflow to be painted blue and labeled 'ZONE H' per detail 'E' on sheet L4.1.
 11. Repair damaged landscape with new one gallon plant material to match.

ZONE # H

POINT OF CONNECTION # H
@ PARKING LOT 'L'

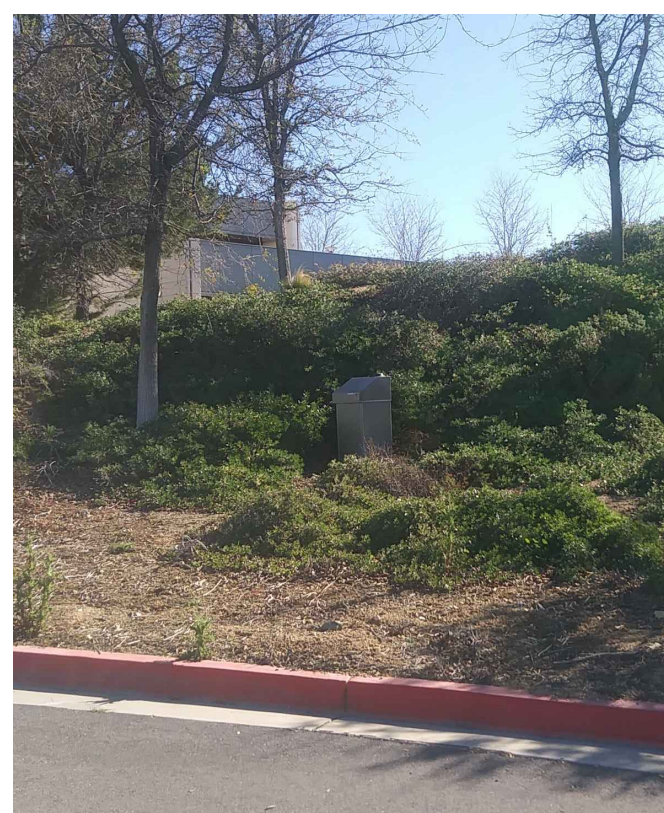


Existing Controller 014-00

- CONTROLLER ASSEMBLY #J-20 SCOPE OF WORK:**
- A. Protect in place the existing controller assembly 014-00 and concrete footing. Protect in place all wire and conduits.
 - B. Remove the existing controller faceplate and backboard and replace with new Calsense SB16-RETRO kit.
 - C. Connect grounding wire and rod per detail.
 - D. Label and connect the existing controller wires to the new terminal board.
 - E. Label controller as 'J-20'. Label valves as 'J-20-01', 'J-20-02', 'J-20-03', etc
 - F. Existing master valve is a normally closed model. Connect the existing control wires to the MV terminals on the board.
 - G. Replace the existing flow sensor insert with the Flomec model QS200 insert. Connect to the existing FS wiring.
 - H. Label master valve as 'J-20-MV' and flow sensor as 'J-20-FS'.
 - I. Install antenna per Calsense direction.

ZONE # J

CONTROLLER #J-20
@ EMERALD VIEW DRIVE / LOT 'K'



Existing Controller 013-00

ZONE # K

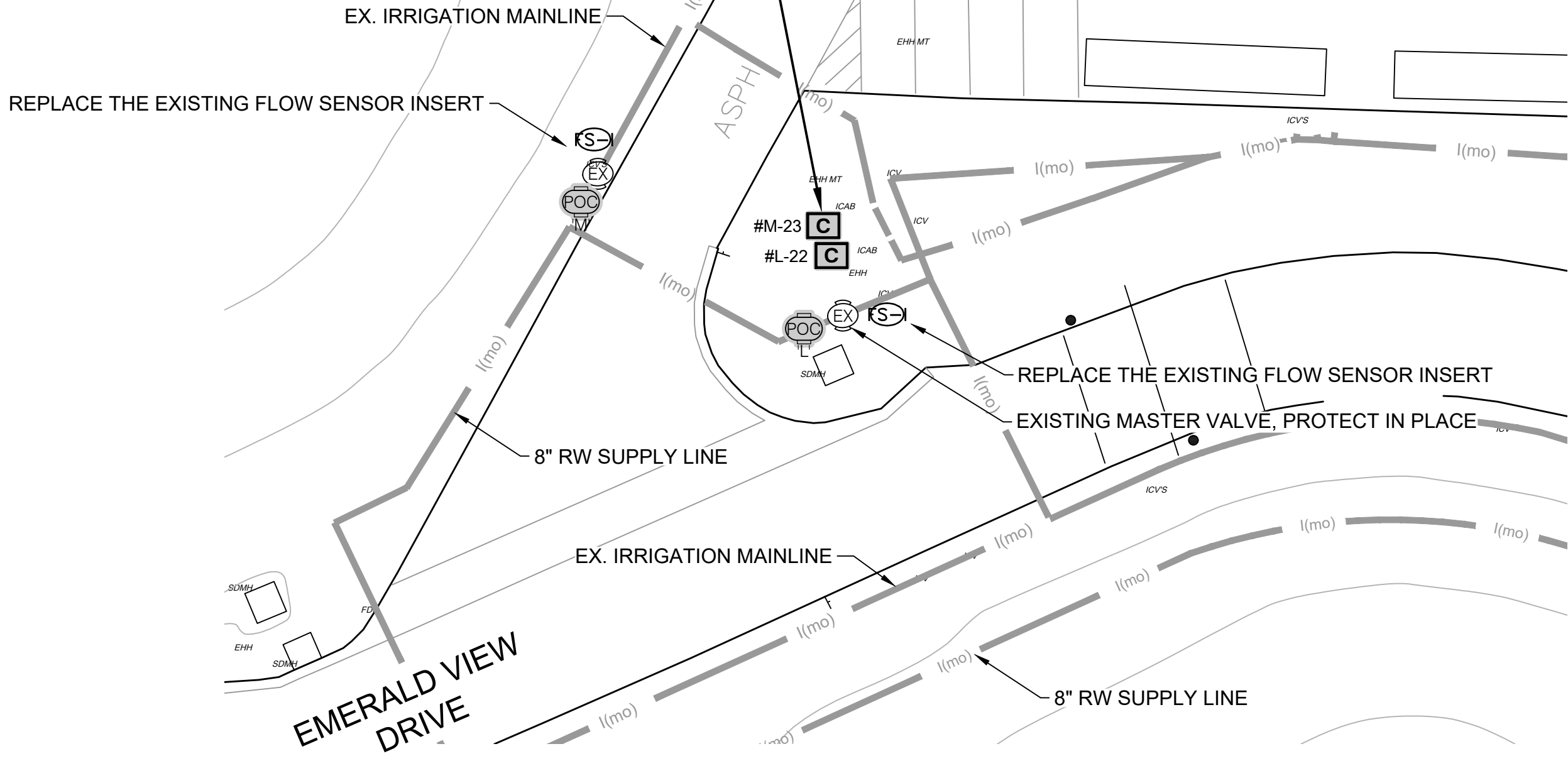
CONTROLLER #K-21
@ EMERALD VIEW DRIVE / LEARNING RESOURCE CENTER (LCR)

- CONTROLLER ASSEMBLY #K-21 SCOPE OF WORK:**
- A. Protect in place the existing controller assembly 013-00 and concrete footing. Protect in place all wire and conduits.
 - B. Remove the existing controller faceplate and backboard and replace with new Calsense SB16-RETRO kit.
 - C. Connect grounding wire and rod per detail.
 - D. Label and connect the existing controller wires to the new terminal board.
 - E. Label controller as 'K-21'. Label valves as 'K-21-01', 'K-21-02', 'K-21-03', etc
 - F. Existing master valve is a normally closed model. Connect the existing control wires to the MV terminals on the board.
 - G. Replace the existing flow sensor insert with the Flomec model QS200 insert. Connect to the existing FS wiring.
 - H. Label master valve as 'K-21-MV' and flow sensor as 'K-21-FS'.
 - I. Install antenna per Calsense direction.

- CONTROLLER ASSEMBLY #L-22 & #M-23 SCOPE OF WORK:**
- A. Protect in place the existing controller assemblies 011-00 & 012-00 and concrete footing. Protect in place all wire and conduits.
 - B. Remove the existing controller faceplate and backboard and replace with new Calsense SB16-RETRO kit.
 - C. Connect grounding wire and rod per detail.
 - D. Label and connect the existing controller wires to the new terminal board.
 - E. Existing master valve is a normally closed model. Connect the existing control wires to the MV terminals on the board.
 - F. Label master valve as 'L-22-MV' and flow sensor as 'L-23-FS' for controller L-22 & 'M-23-MV' and 'M-23-FS' for controller M-23.
 - G. Replace the existing flow sensor insert with the Flomec model QS200 insert. Connect to the existing FS wiring.
 - H. Install antenna per Calsense direction.



Existing Controllers 011-00 & 012-00



ABBREVIATIONS

TBR	TO BE REMOVED
PIP	PROTECT IN PLACE
RCV	REMOTE CONTROL VALVE
MV	MASTER VALVE
FS	FLOW SENSOR



ZONES # L & # M

CONTROLLER #L-22 & #M-23
@ EMERALD VIEW DRIVE / LOT 'PAC'

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VALLEY COMMUNITY COLLEGE DISTRICT

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College District
Crafton Hills College
11711 Sand Canyon Road
Yucaipa, CA 92399

PROJECT:
Campus Wide Irrigation Upgrades
11711 Sand Canyon Road
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REVISIONS	DATE	BY

SHEET TITLE
IRRIGATION PLAN

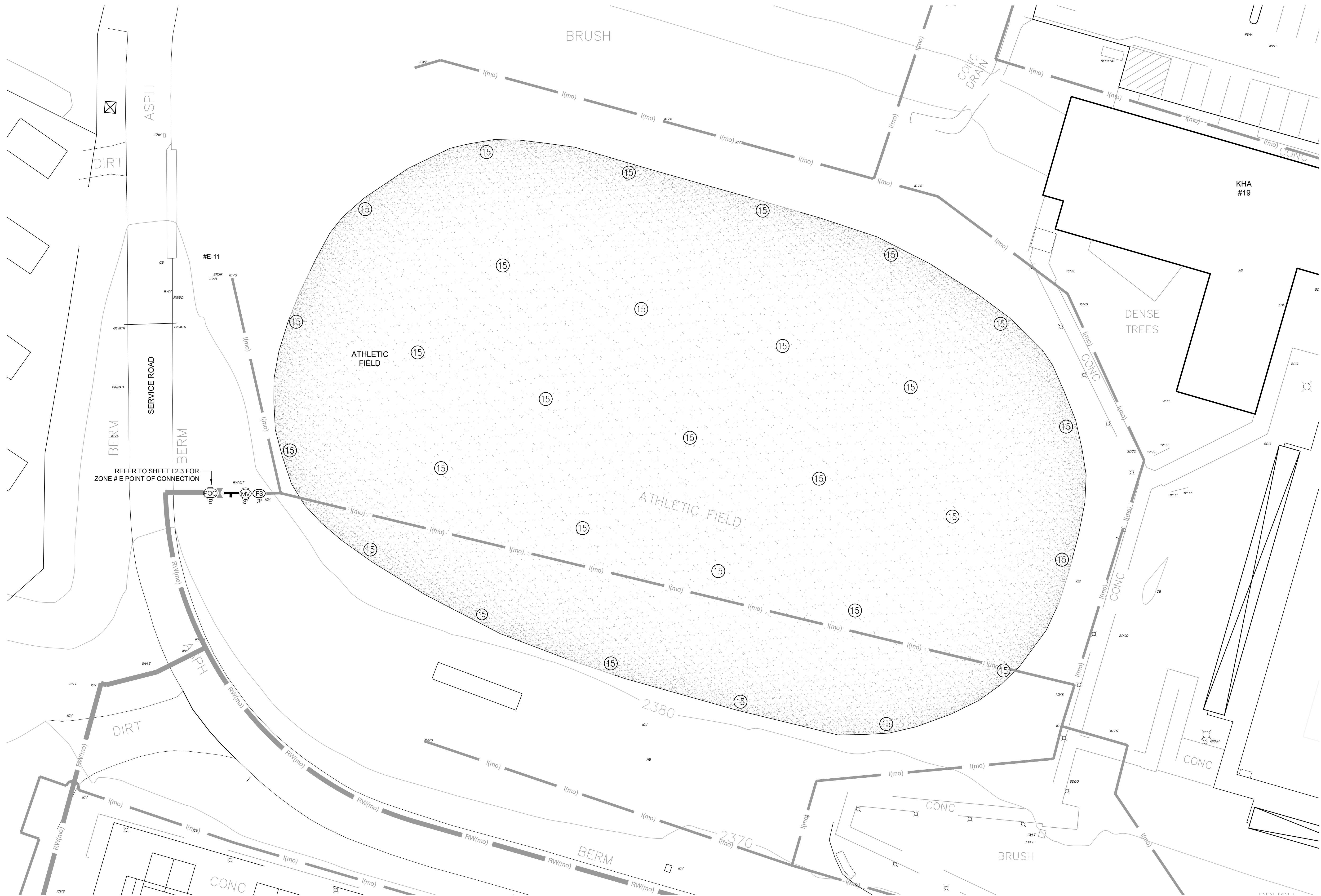
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DRAWN	DB
CHECKED	DG
DATE	02.10.21
SCALE	1" = 20'
JOB NO.	20112

SHEET
L2.5
8 OF 12 SHEETS

Feb 10, 2021 — 3:10pm

Drawing File: W:\Projects\20pr\20112 Crafton Hills College Irrigation\AutoCAD\RHA\CD\

One Inch on Original Sheet



IRRIGATION LEGEND - ATHLETIC FIELD

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS	DETAIL
15	HUNTER I-50-06-SS-R TURF ROTOR, 6" POP-UP, ADJUSTABLE TO FULL CIRCLE. DRAIN CHECK VALVE, STAINLESS STEEL RISER, 1" FEMALE NPT INLET THREADS, WITH PURPLE COVER FOR RECLAIMED WATER ID.	50	13.8	54'	C/L4.3

ATHLETIC FIELD SCOPE OF WORK:

1. Rotor heads shown on plan are diagrammatic. Contractor is to field verify location and quantity of existing rotors within the field.
2. Remove all the existing rotor heads and replace with new Hunter I-50-06-SS-R rotor heads. Install with #15 nozzle.
3. Any damaged or broken swing joints are to be replaced with equal.
4. All lateral lines are to be flushed prior to installing new rotor heads.
5. Repair damaged field turf with new sod material to match.
6. Contractor is to commission a 3rd party independent certified Irrigation Auditor to conduct an irrigation audit of the athletic field turf. Audit report is to be submitted to construction manager and commissioning agent.
7. Contractor shall perform any system adjustments per audit report recommendations to improve irrigation efficiency of the rotor head layout.

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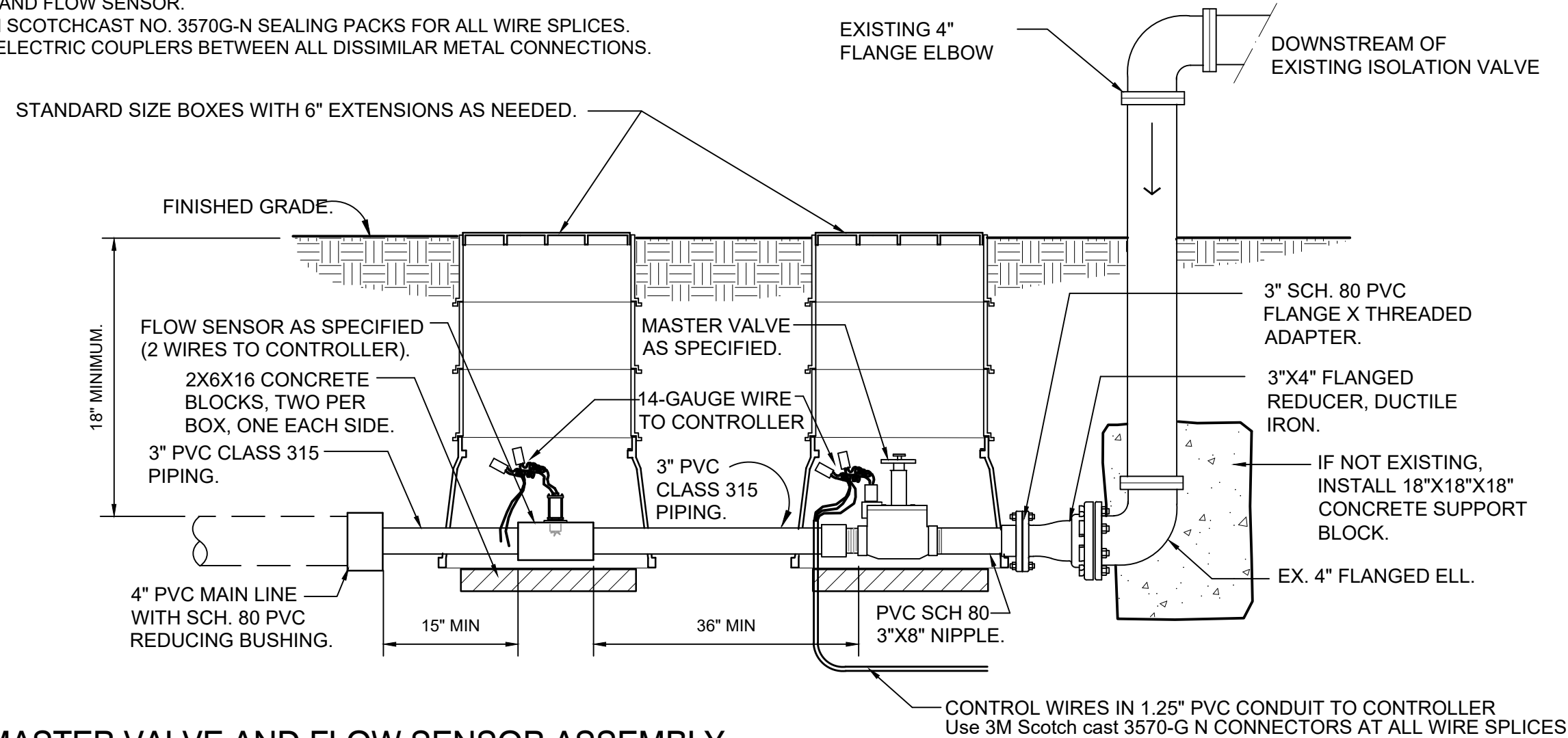
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ATHLETIC FIELD IRRIGATION PLAN

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DRAWN	DB
CHECKED	DG
DATE	02.10.21
SCALE	1" = 20'
JOB NO.	20112

SHEET
L3.1
9 OF 12 SHEETS

[One Inch on Original Sheet]
Drawing File: W:\Projects\20pr\20112 Crafton Hills College Irrigation\AutoCAD\RHA\CD\ 20112 Construction Plan
Feb 10, 2021 - 2:58pm

- NOTE:
- WHERE NOTED ON PLAN, INSTALL THE P.O.C. DECODER MODULE IN THE EXISTING RCV VALVE BOX AND ROUTE THE TWO-WIRE CABLE TO THAT BOX CONNECTING THE MV AND FS WIRES TO THE MODULE.
 - INSTALL A 1.25" PVC CONDUIT BETWEEN THE VALVE BOXES OF THE MASTER VALVE AND FLOW SENSOR.
 - USE 3M SCOTCHCAST NO. 3570G-N SEALING PACKS FOR ALL WIRE SPLICES.
 - USE DIELECTRIC COUPLERS BETWEEN ALL DISSIMILAR METAL CONNECTIONS.

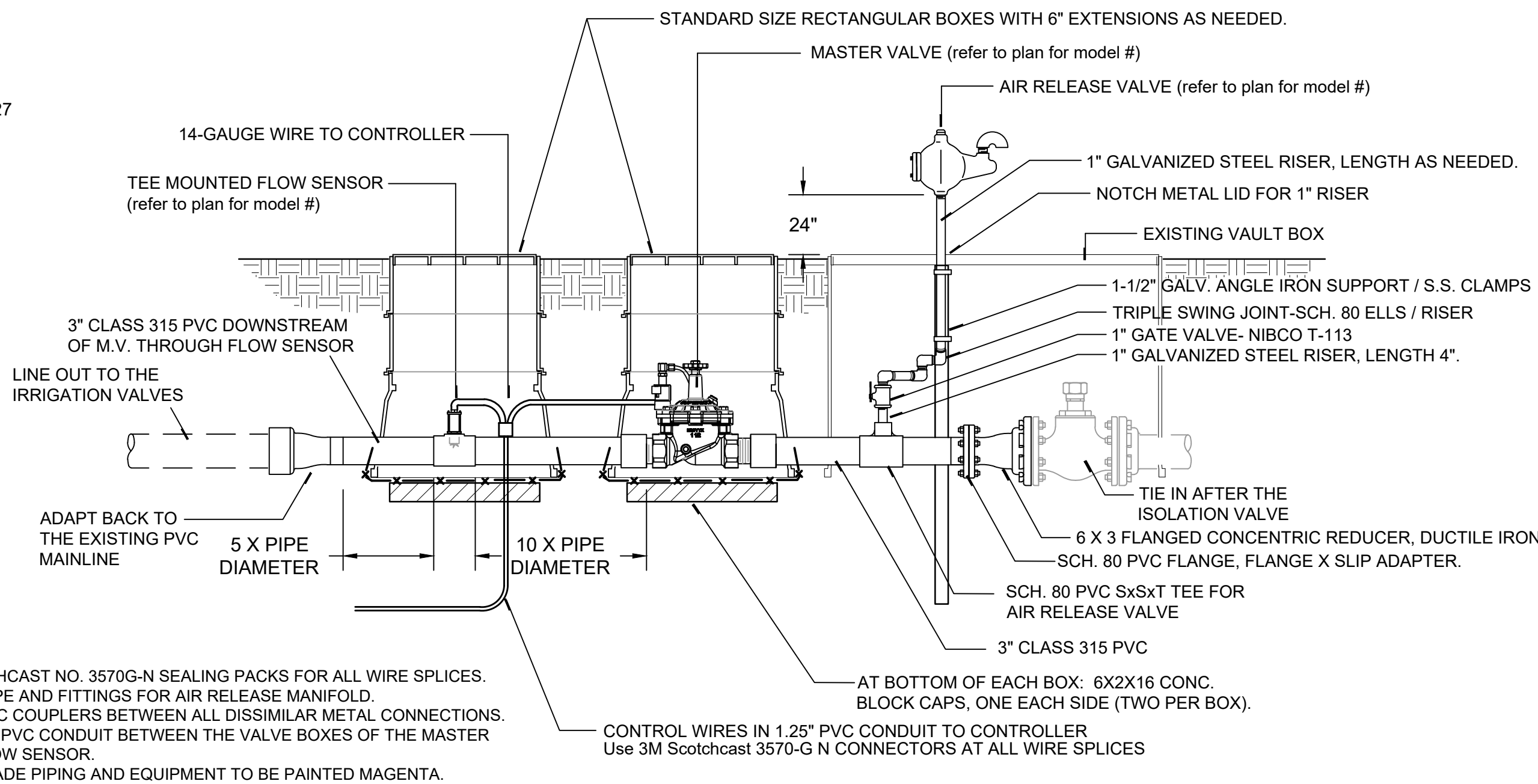


B 3" MASTER VALVE AND FLOW SENSOR ASSEMBLY

1" = 1'-0"

- NOTE:
- INSTALL A 1.25" PVC CONDUIT BETWEEN THE VALVE BOXES OF THE MASTER VALVE AND FLOW SENSOR.
 - USE 3M SCOTCHCAST NO. 3570G-N SEALING PACKS FOR ALL WIRE SPLICES.
 - USE DIELECTRIC COUPLERS BETWEEN ALL DISSIMILAR METAL CONNECTIONS.

CONTACT MARK HUNTZINGER (760) 580-1827
OR GO TO CALSENSE.COM FOR THE
CALSENSE DESIGN GUIDELINES.

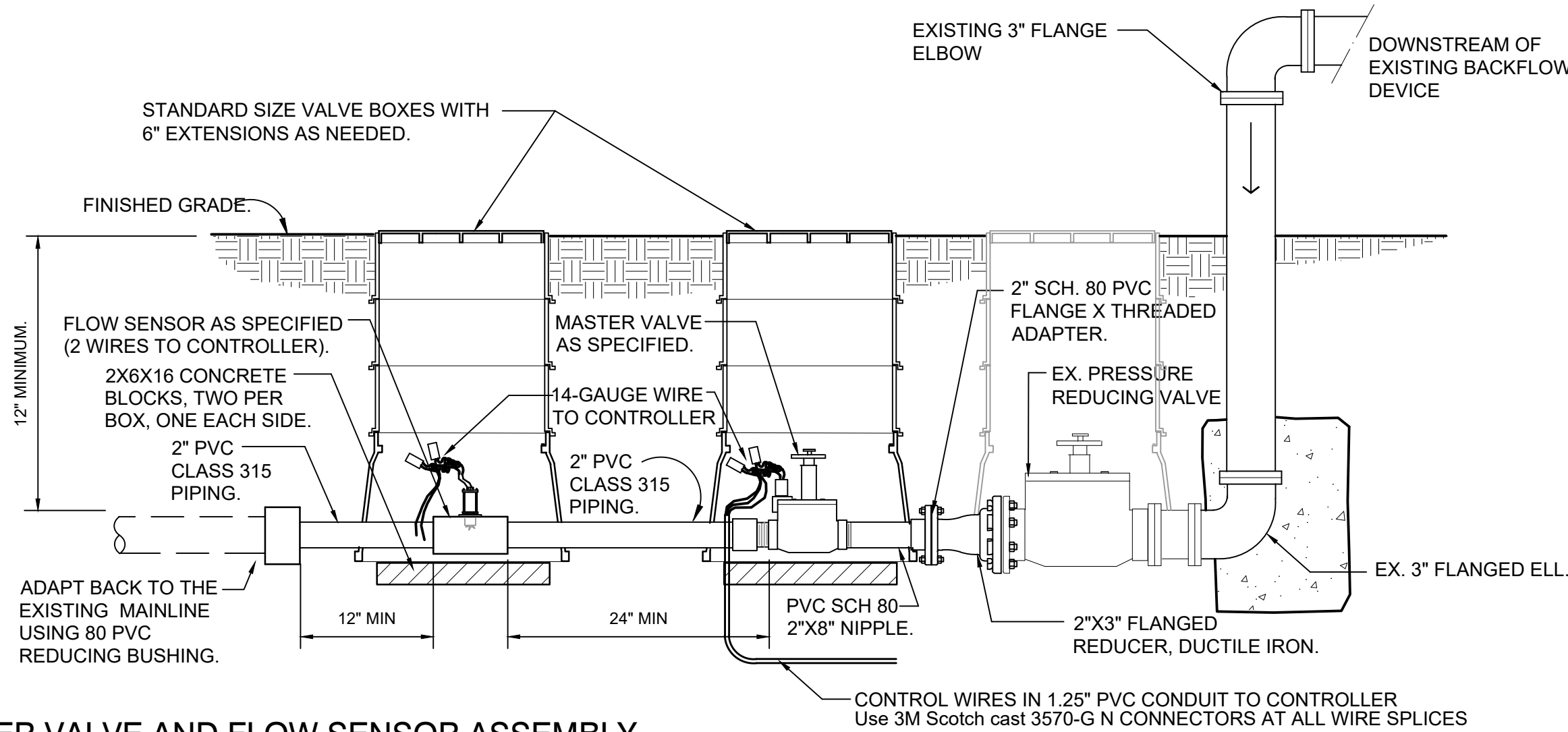


- NOTE:
- USE 3M SCOTCHCAST NO. 3570G-N SEALING PACKS FOR ALL WIRE SPLICES.
 - USE SCH. 80 PIPE AND FITTINGS FOR AIR RELEASE MANIFOLD.
 - USE DIELECTRIC COUPLERS BETWEEN ALL DISSIMILAR METAL CONNECTIONS.
 - INSTALL A 1.25" PVC CONDUIT BETWEEN THE VALVE BOXES OF THE MASTER VALVE AND FLOW SENSOR.
 - ALL ABOVE GRADE PIPING AND EQUIPMENT TO BE PAINTED MAGENTA.

A 3" MASTER VALVE AND FLOW SENSOR ASSEMBLY / AIR RELEASE VALVE

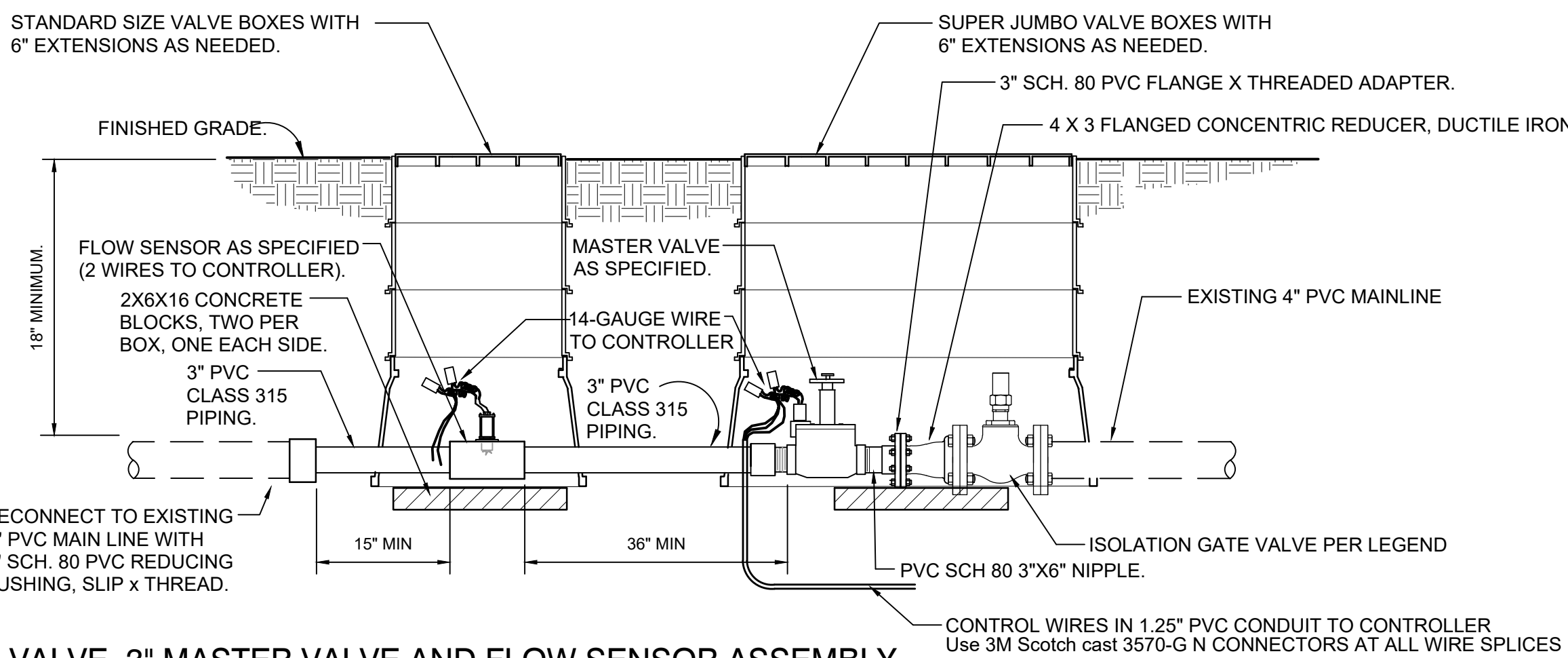
1" = 1"

- NOTE:
- WHERE NOTED ON PLAN, INSTALL THE P.O.C. DECODER MODULE IN THE EXISTING RCV VALVE BOX AND ROUTE THE TWO-WIRE CABLE TO THAT BOX CONNECTING THE MV AND FS WIRES TO THE MODULE.
 - INSTALL A 1.25" PVC CONDUIT BETWEEN THE VALVE BOXES OF THE MASTER VALVE AND FLOW SENSOR.
 - USE 3M SCOTCHCAST NO. 3570G-N SEALING PACKS FOR ALL WIRE SPLICES.
 - USE DIELECTRIC COUPLERS BETWEEN ALL DISSIMILAR METAL CONNECTIONS.



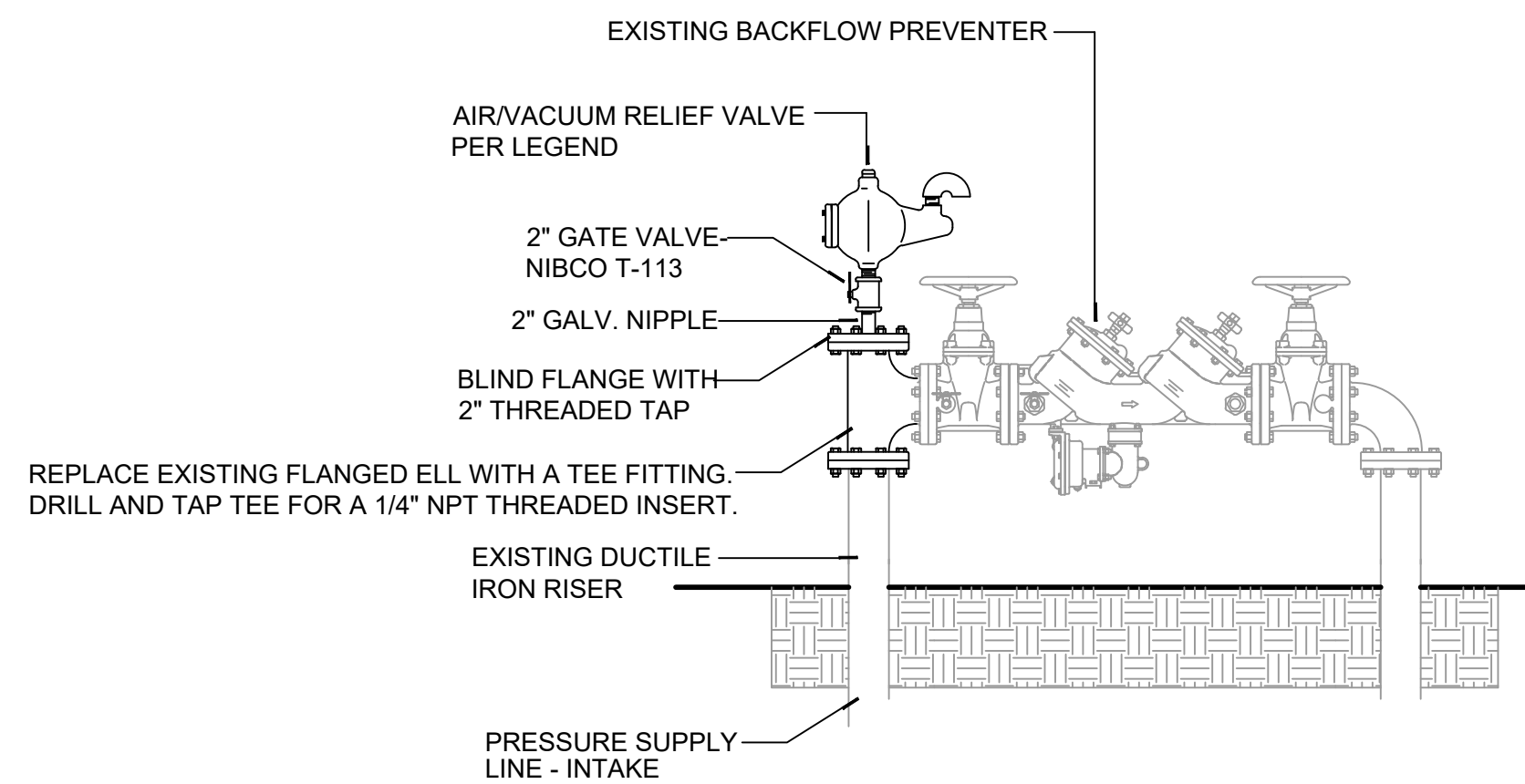
D 2" MASTER VALVE AND FLOW SENSOR ASSEMBLY

1" = 1'-0"



C ISOLATION VALVE, 3" MASTER VALVE AND FLOW SENSOR ASSEMBLY

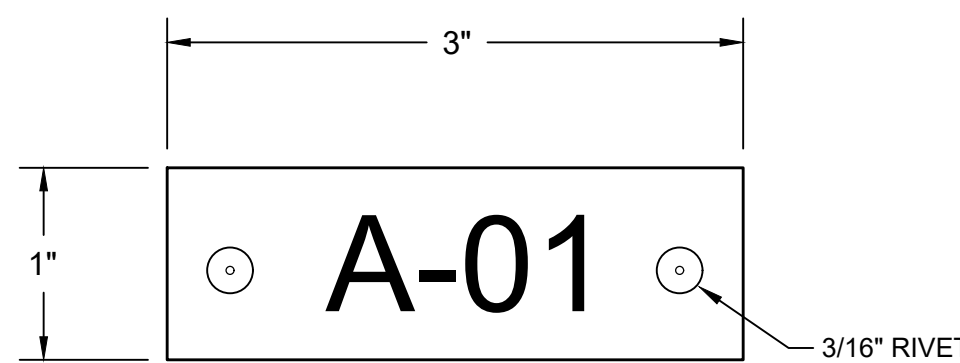
1" = 1'-0"



- NOTE:
- REPAINT THE ENTIRE ABOVE GROUND ASSEMBLY MAGENTA.
 - INSTALL THE DATA LOGGER IN THE 1/4" NPT THREADED TAP.

G AIR/VACUUM RELIEF VALVE

NTS



NOTES:

- PROVIDE 1" X 3" MIN. ENGRAVED PLASTIC PLACARD WITH CONTROLLER ID NUMBER IN 0.5" (INCH) HIGH MIN. WHITE LETTERS. ATTACH TO THE FRONT OF THE CONTROLLER CABINET LID WITH TWO 3/8" STAINLESS STEEL LARGE FLANGE RIVETS.
- PLASTIC SHALL BE 1/16" (INCHES) THICK MINIMUM AND UV RESISTANT.
- PLACARD TO BE MAGENTA IN COLOR.
- THE PLACARD SHALL NOT BE ATTACHED TO ANY ACCESS OR REMOVABLE SERVICE PANELS.

F CONTROLLER I.D. LABEL



NOTES:

- PROVIDE 12" X 12" MIN. ENGRAVED PLASTIC PLACARD WITH BACKFLOW ID NUMBER IN 1.5" (INCH) HIGH MIN. WHITE LETTERS. HANGS ON BACKFLOW, OR AS STATED ON PLAN, WITH NON-REMOVABLE CHAIN.
- PLASTIC SHALL BE 1/16" (INCHES) THICK MINIMUM AND UV RESISTANT.
- PLACARD TO BE MAGENTA FOR NON-POTABLE SYSTEM AND BLUE FOR POTABLE.

E POINT OF CONNECTION I.D. PLACARD

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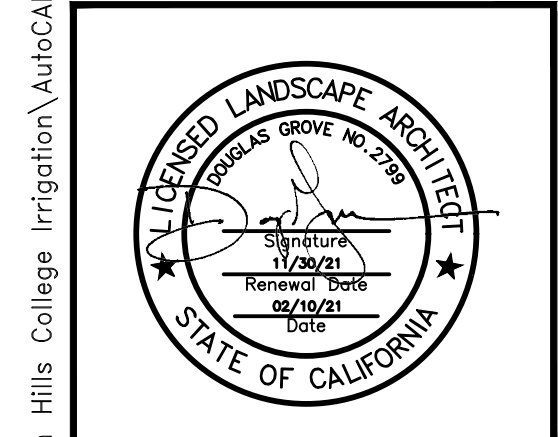
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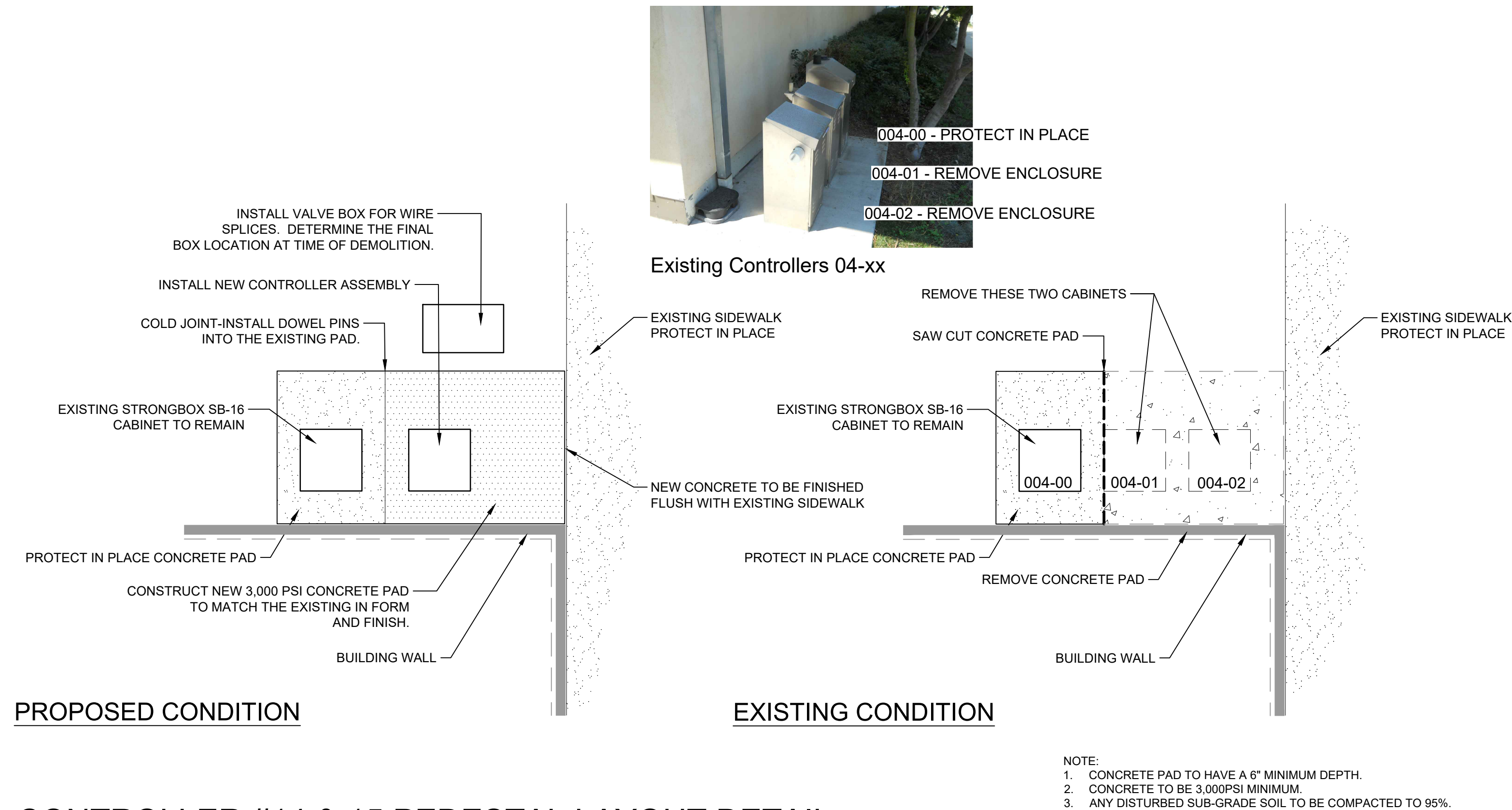
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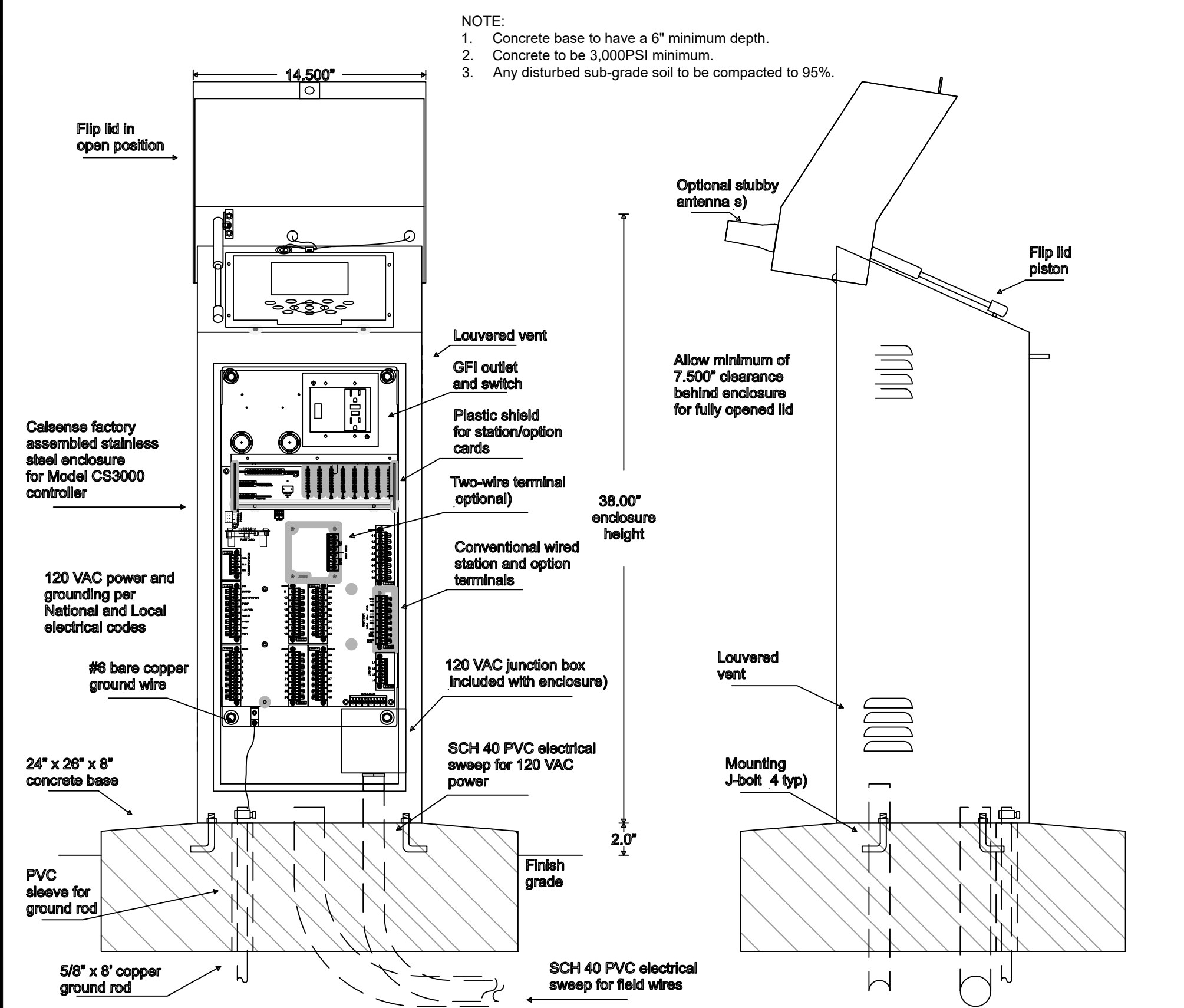
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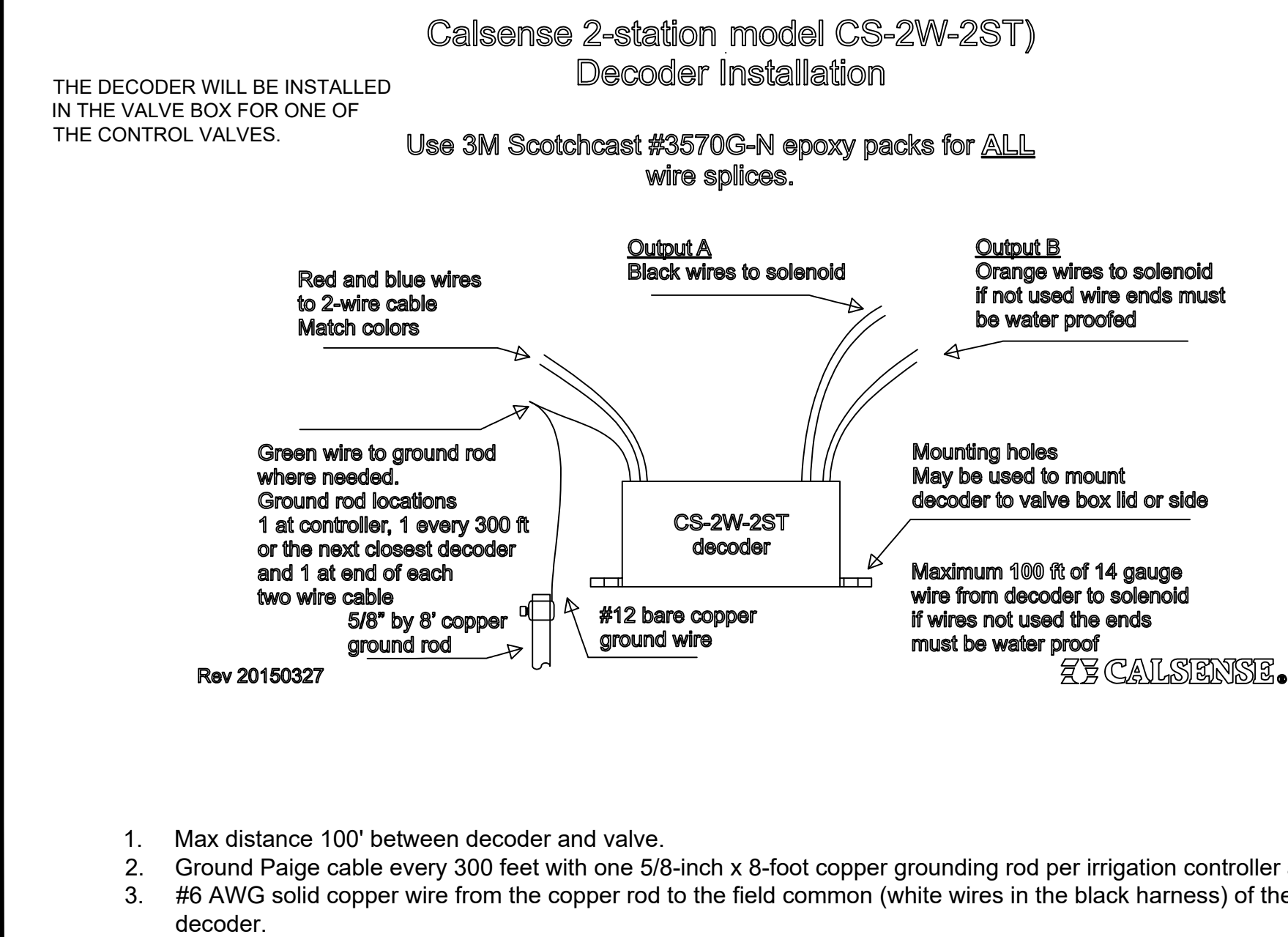




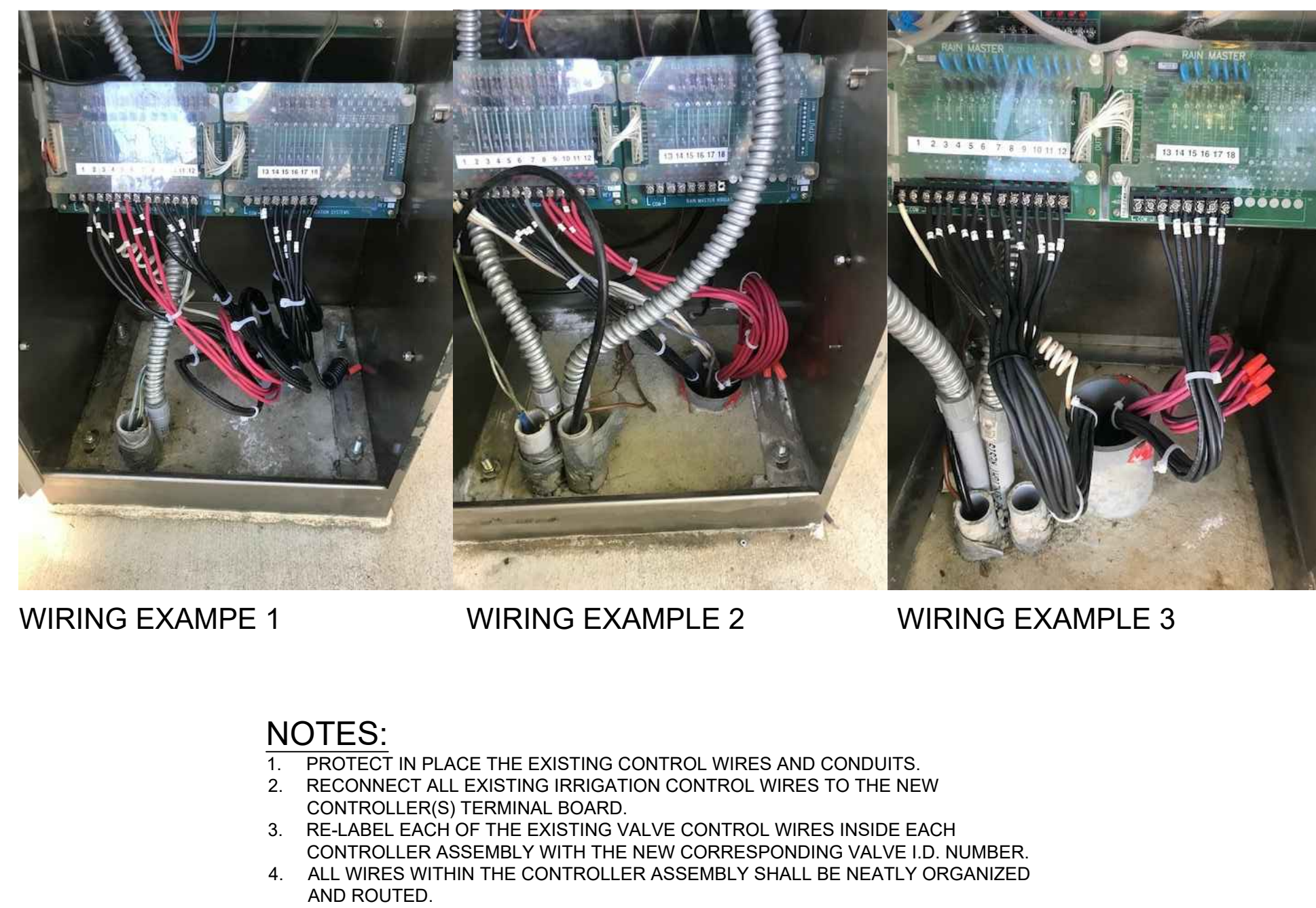
B CONTROLLER #14 & 15 PEDESTAL LAYOUT DETAIL



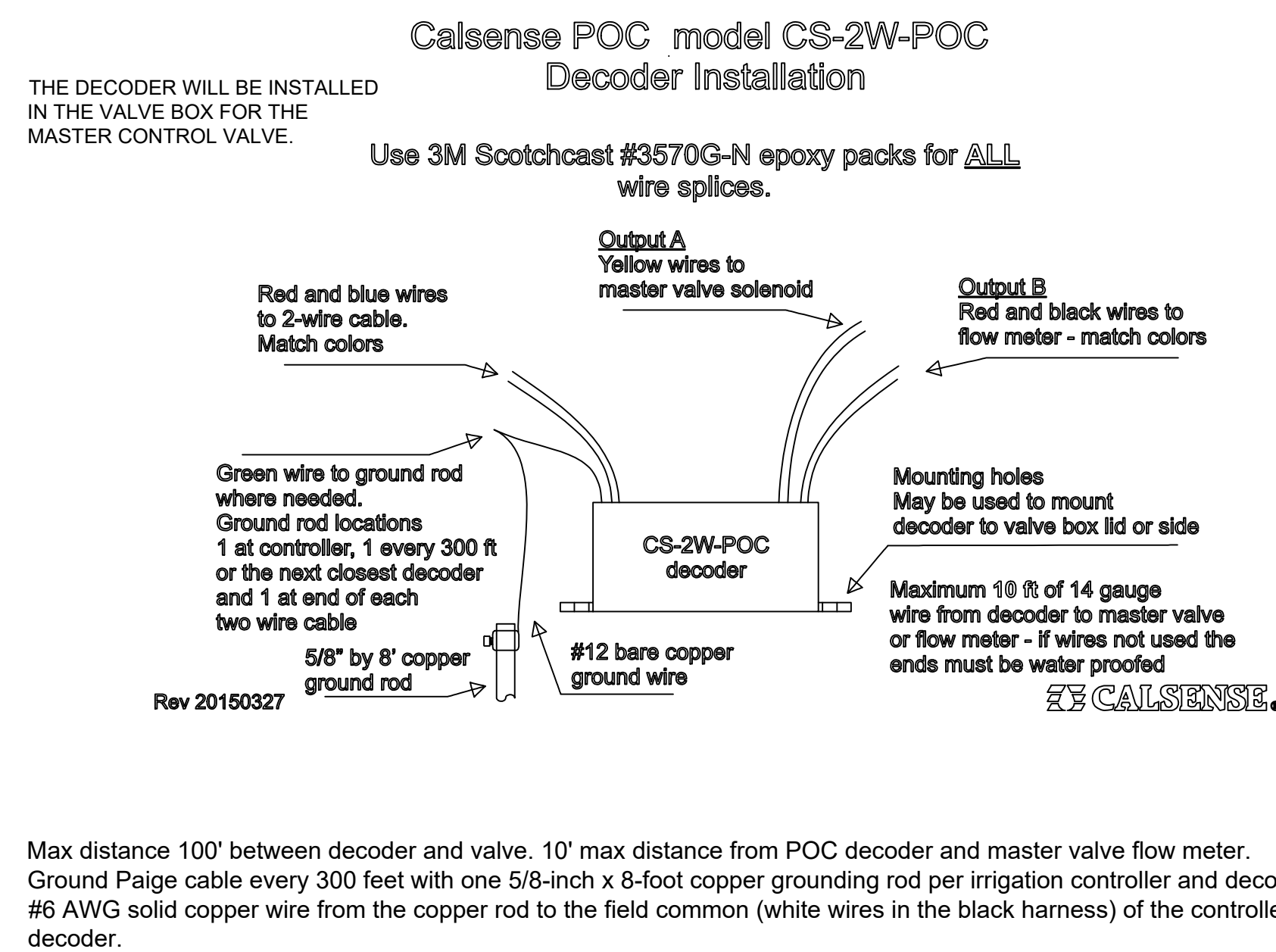
E CALSENSE PEDESTAL ASSEMBLY DETAIL



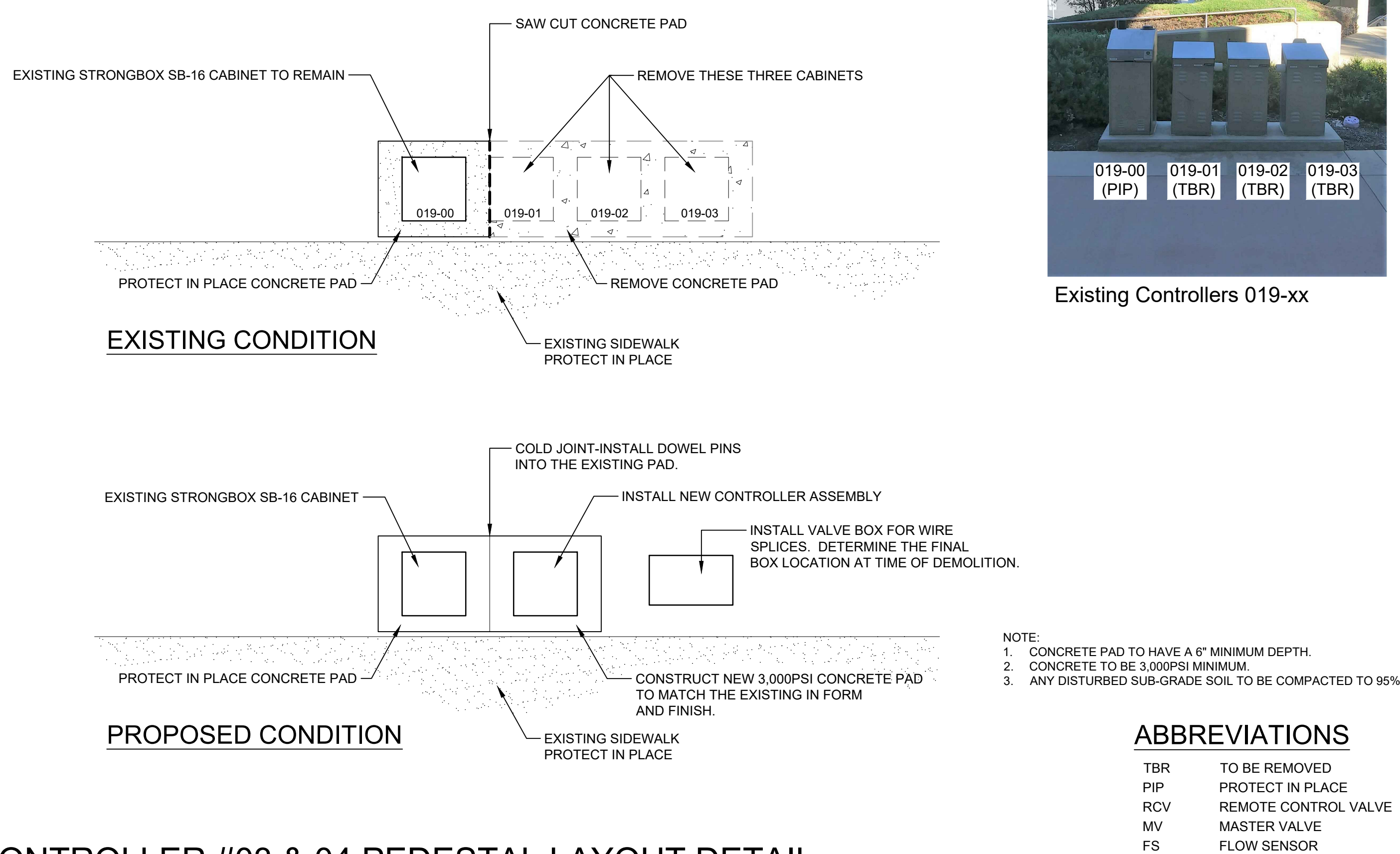
H CALSENSE 2-STATION DECODER DETAIL



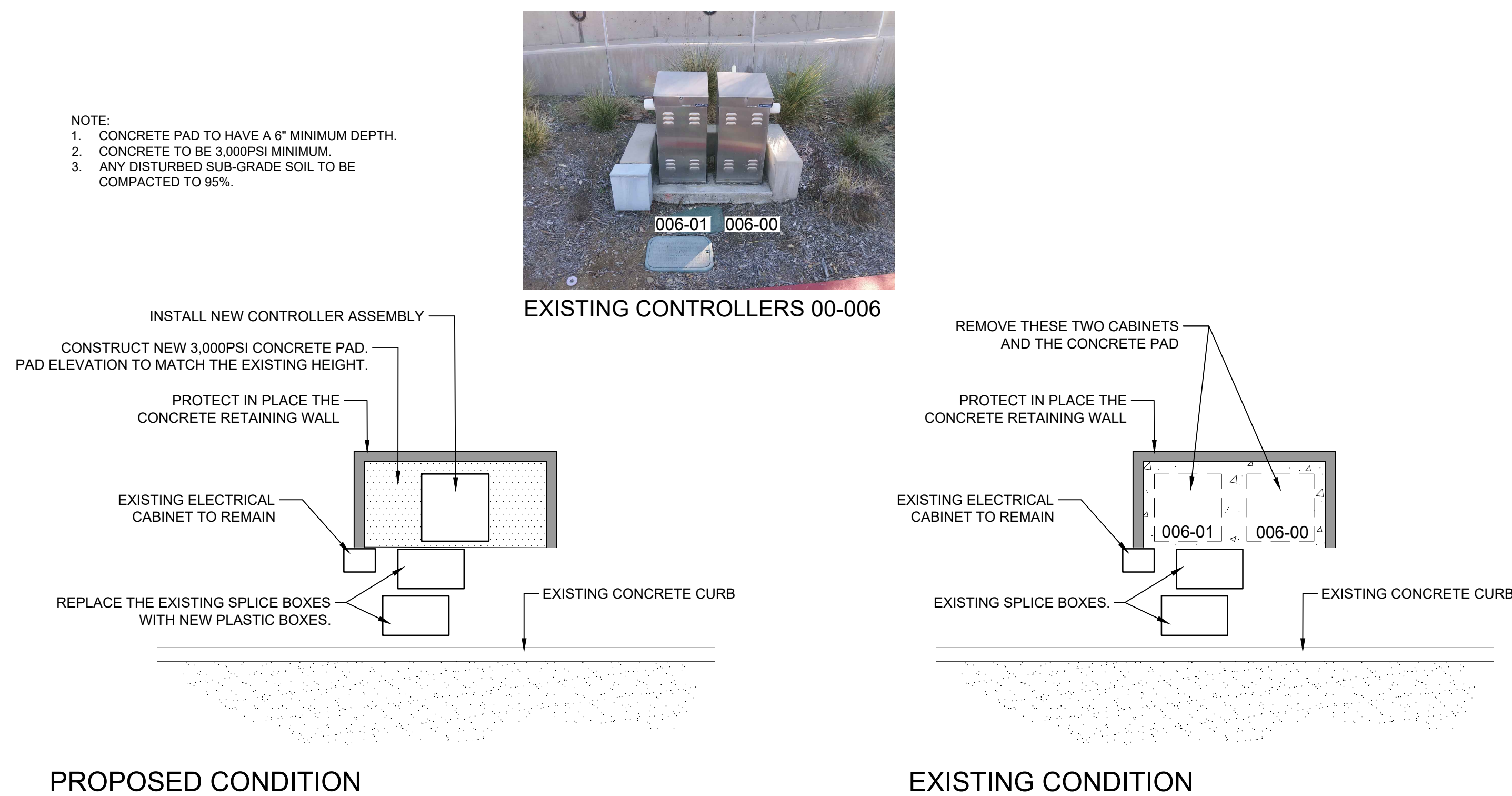
D CONTROLLER WIRING LAYOUT DETAIL



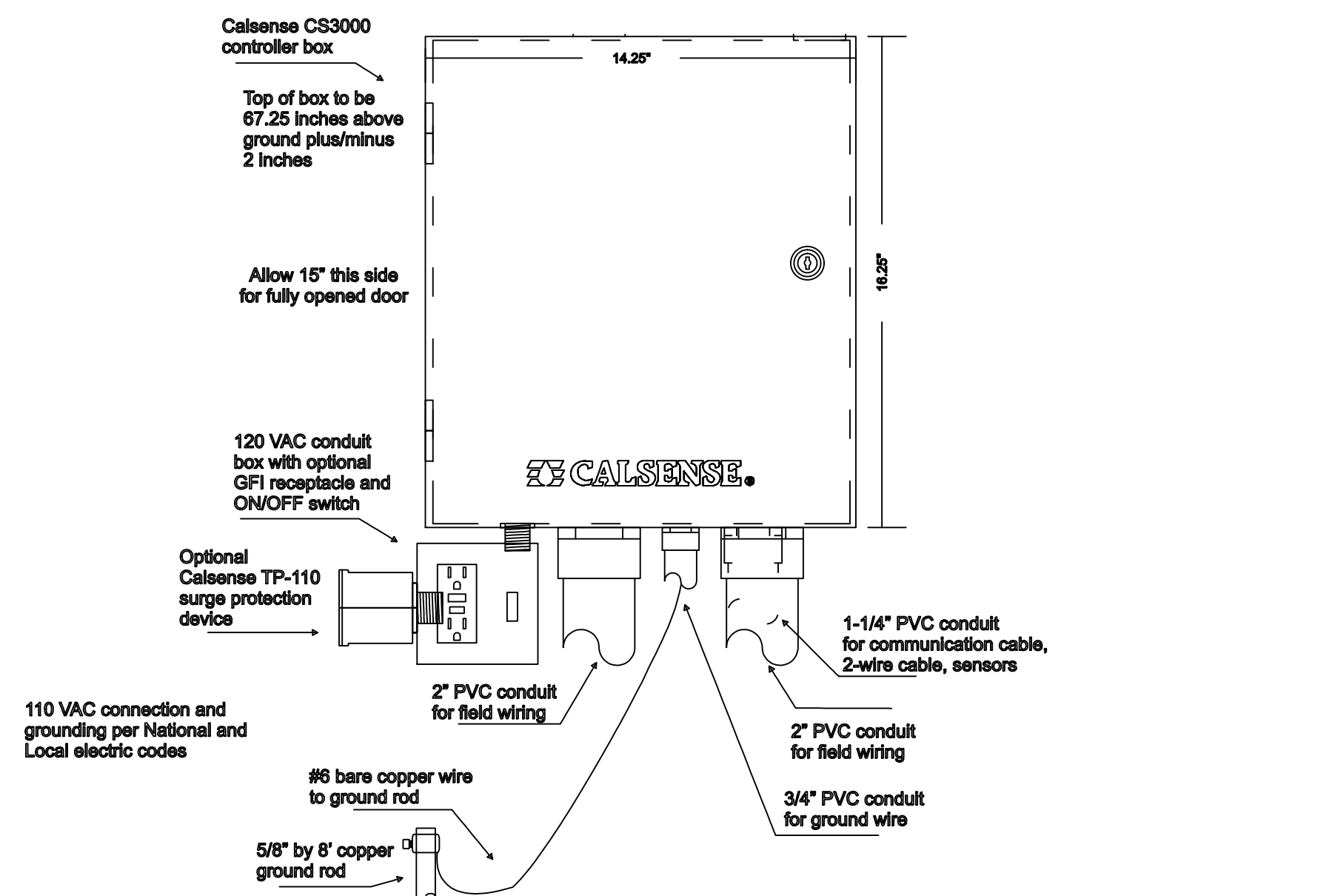
G CALSENSE P.O.C. DECODER DETAIL



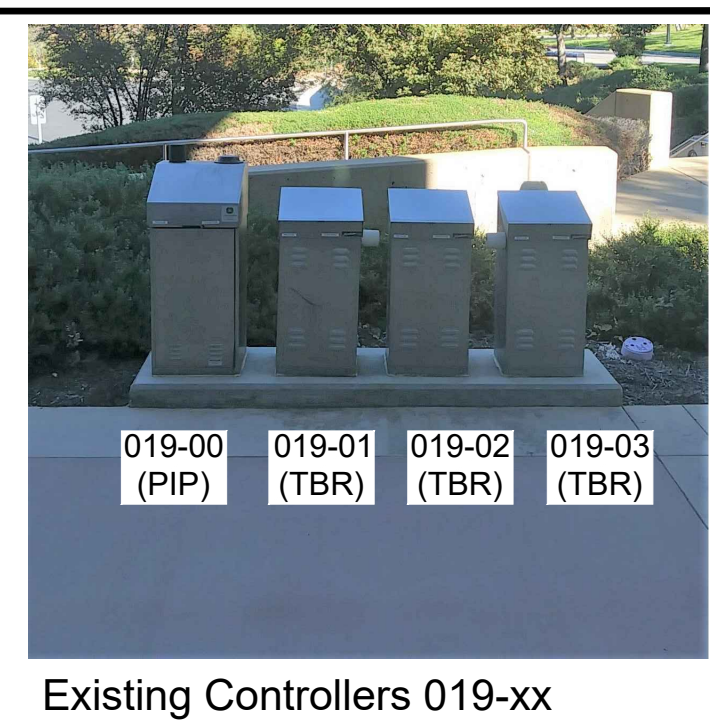
A CONTROLLER #03 & 04 PEDESTAL LAYOUT DETAIL



C CONTROLLER #05 PEDESTAL LAYOUT DETAIL



F CALSENSE WALL-MOUNT ASSEMBLY DETAIL



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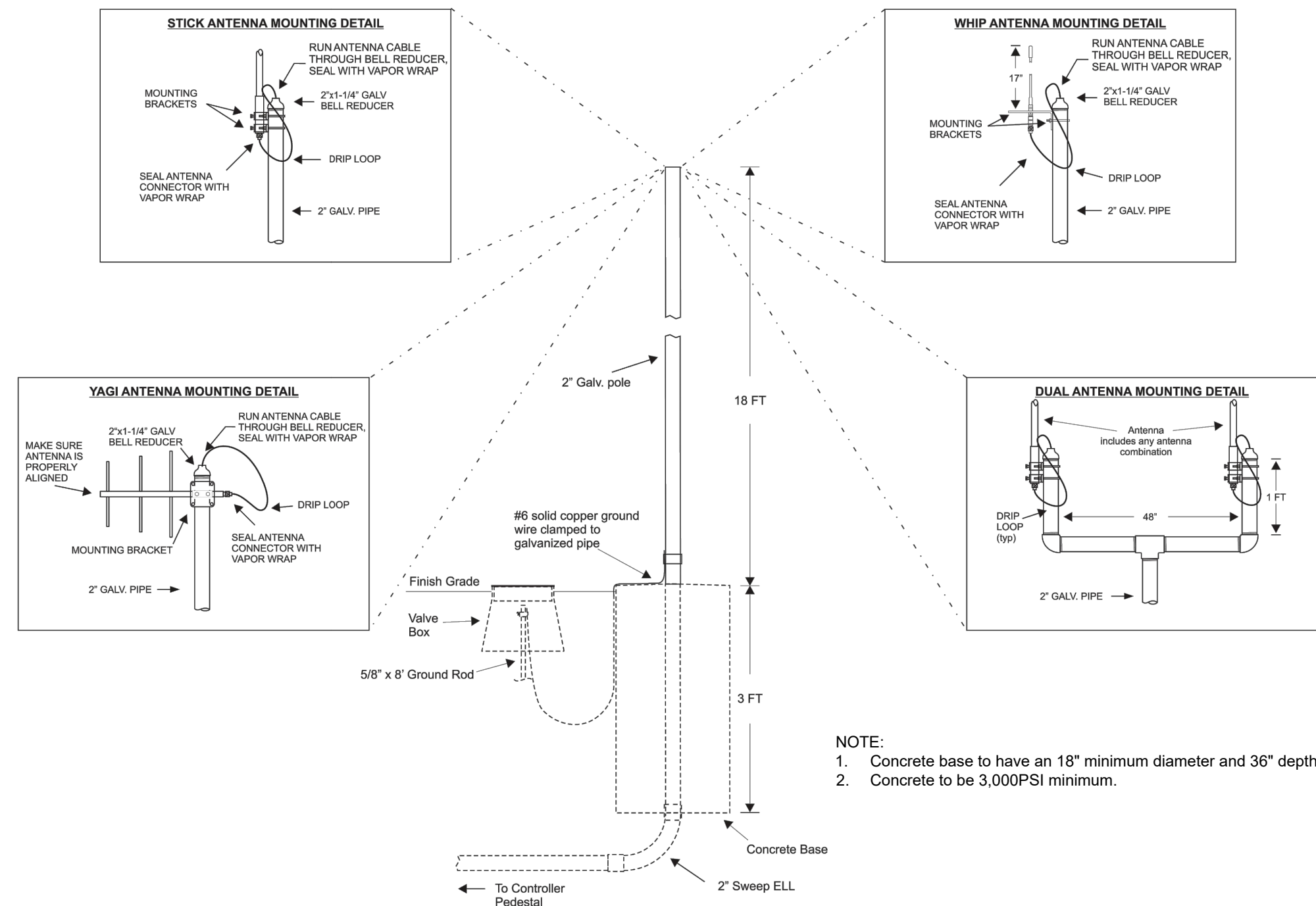
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RHA (CA) 20112 Details
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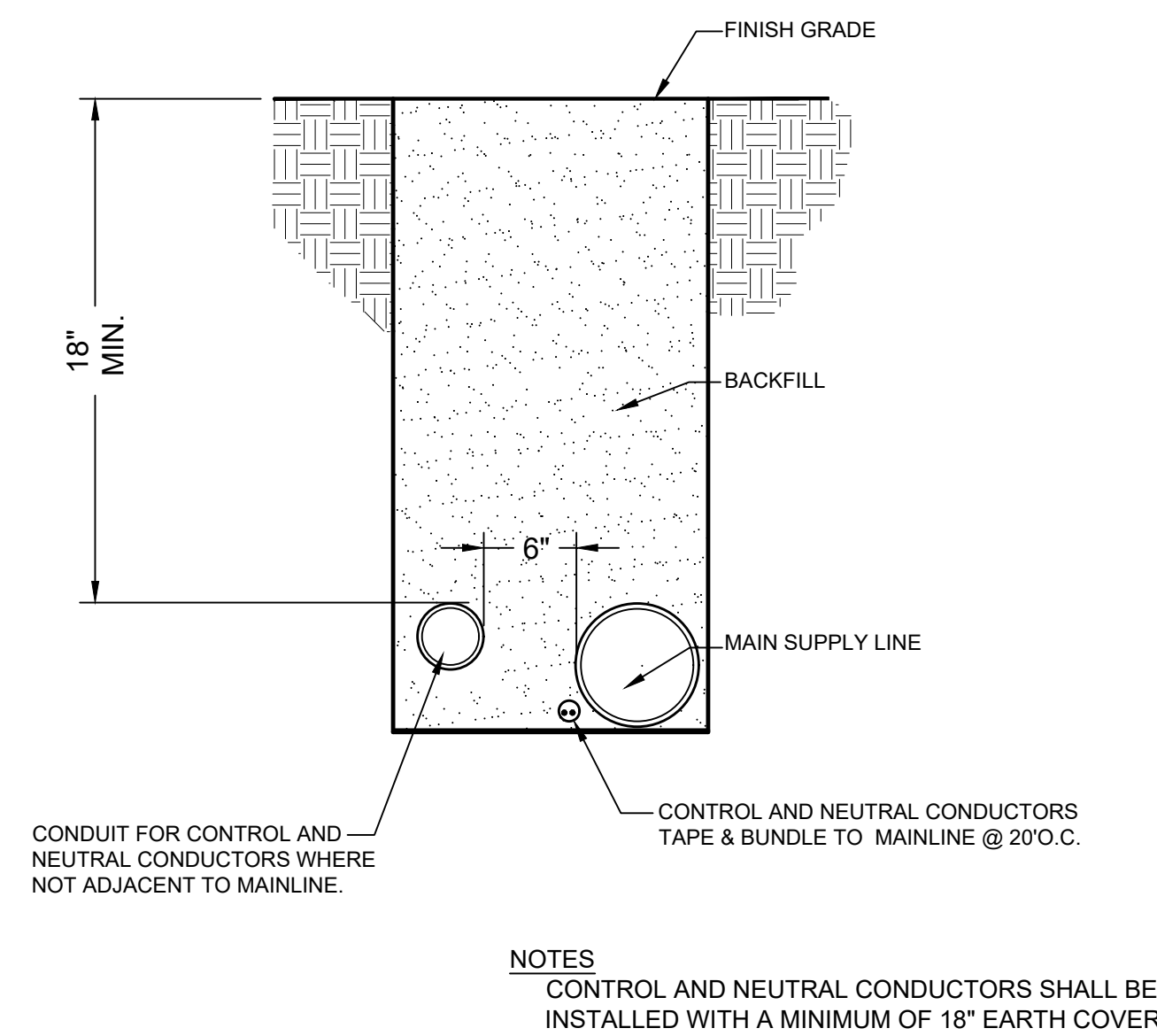
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DETAILS

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DATE 02.10.21
SCALE N.A.
JOB NO. 20112

SHEET
L4.2
11 OF 12 SHEETS

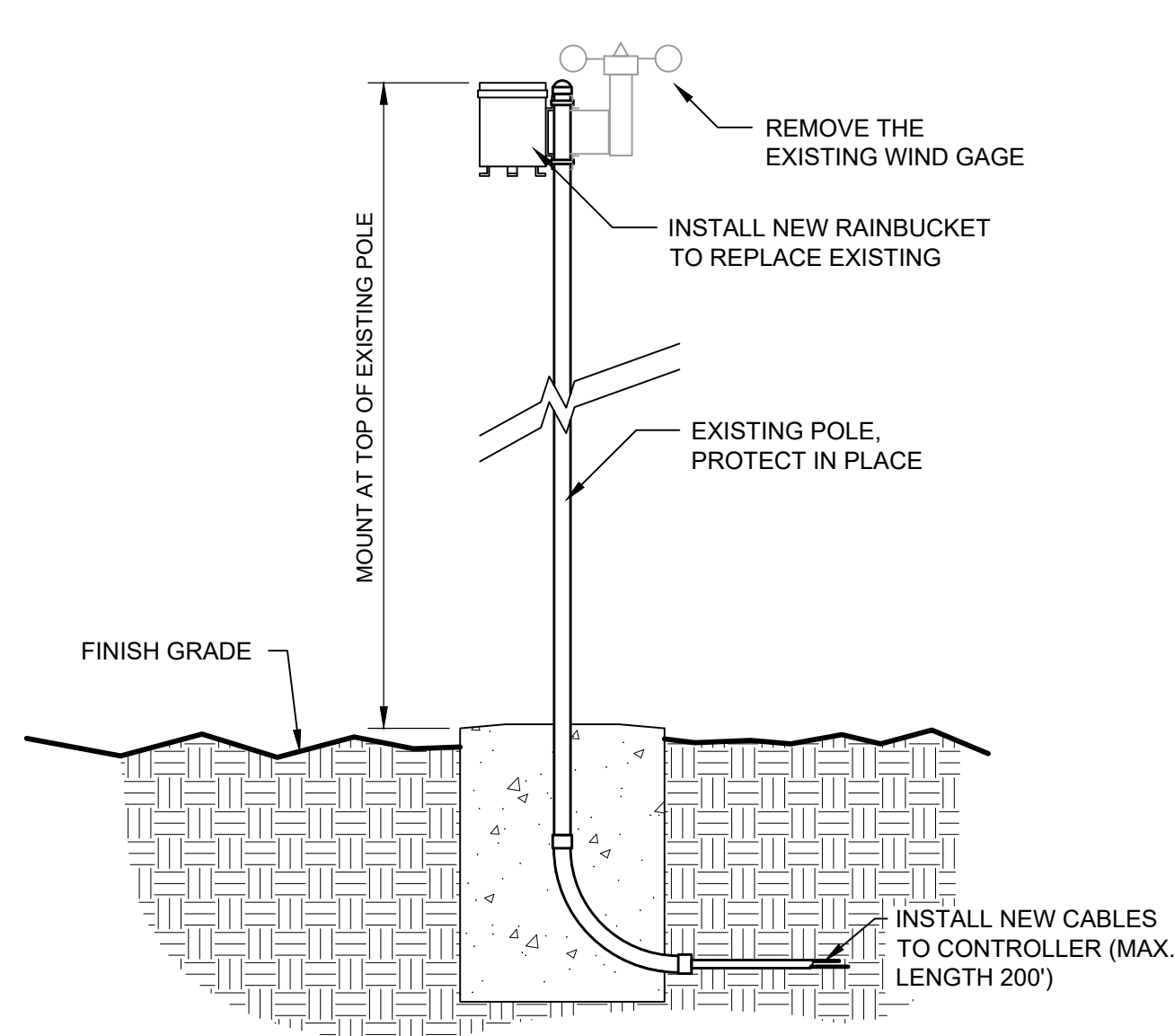


C ANTENNA DETAIL

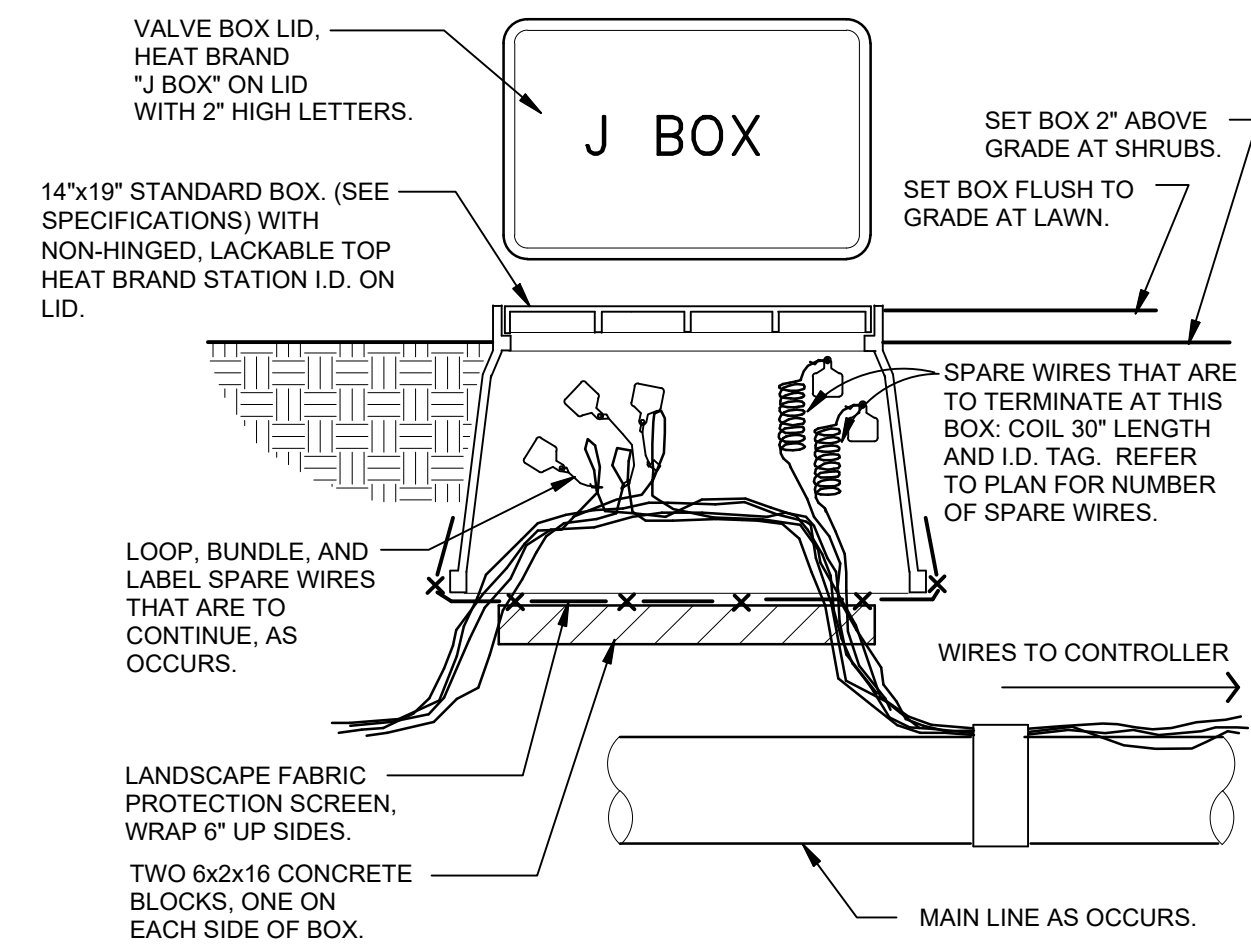


F PIPE AND WIRE TRENCH

NTS DETAIL-FILE

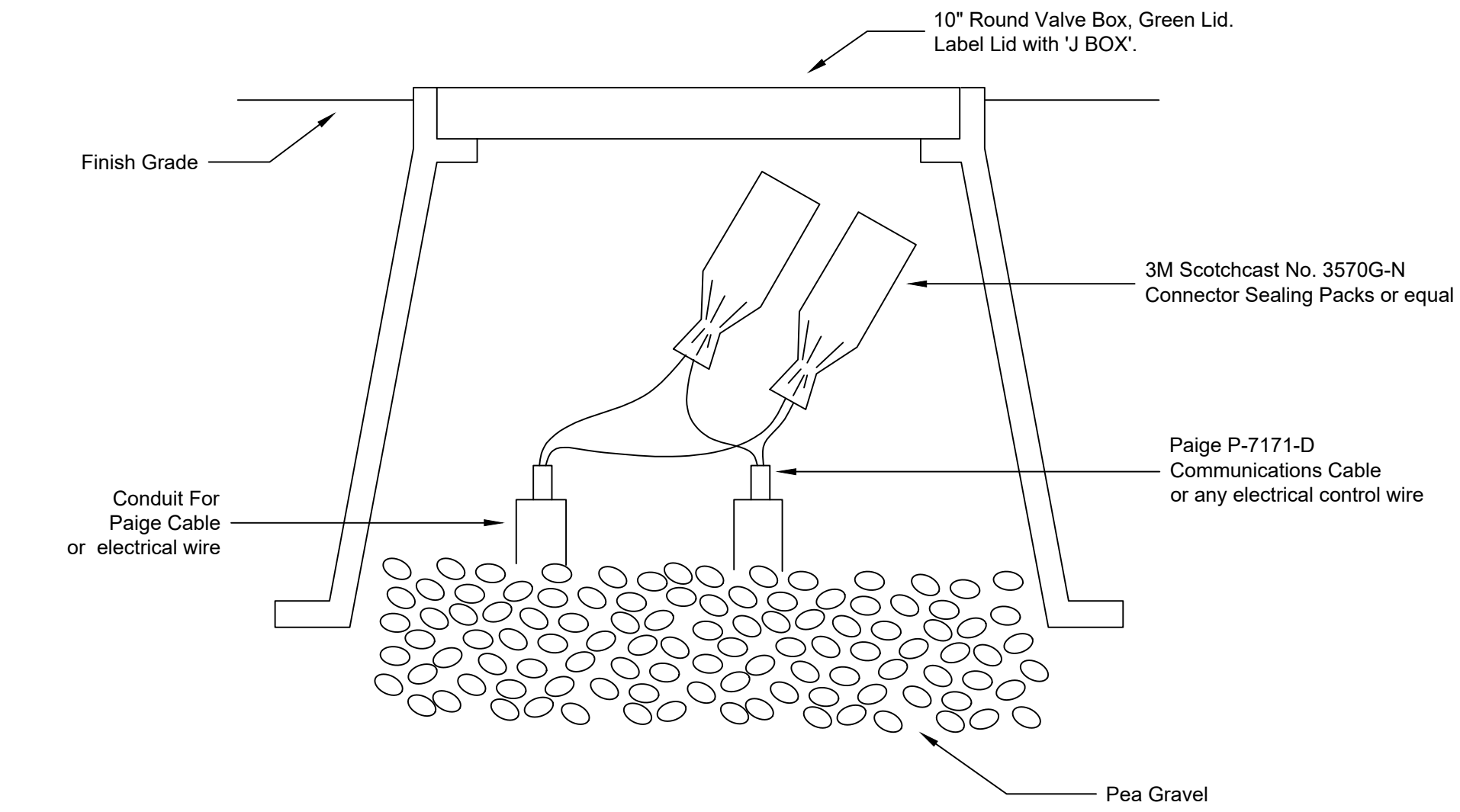


B RAINBUCKET DETAIL

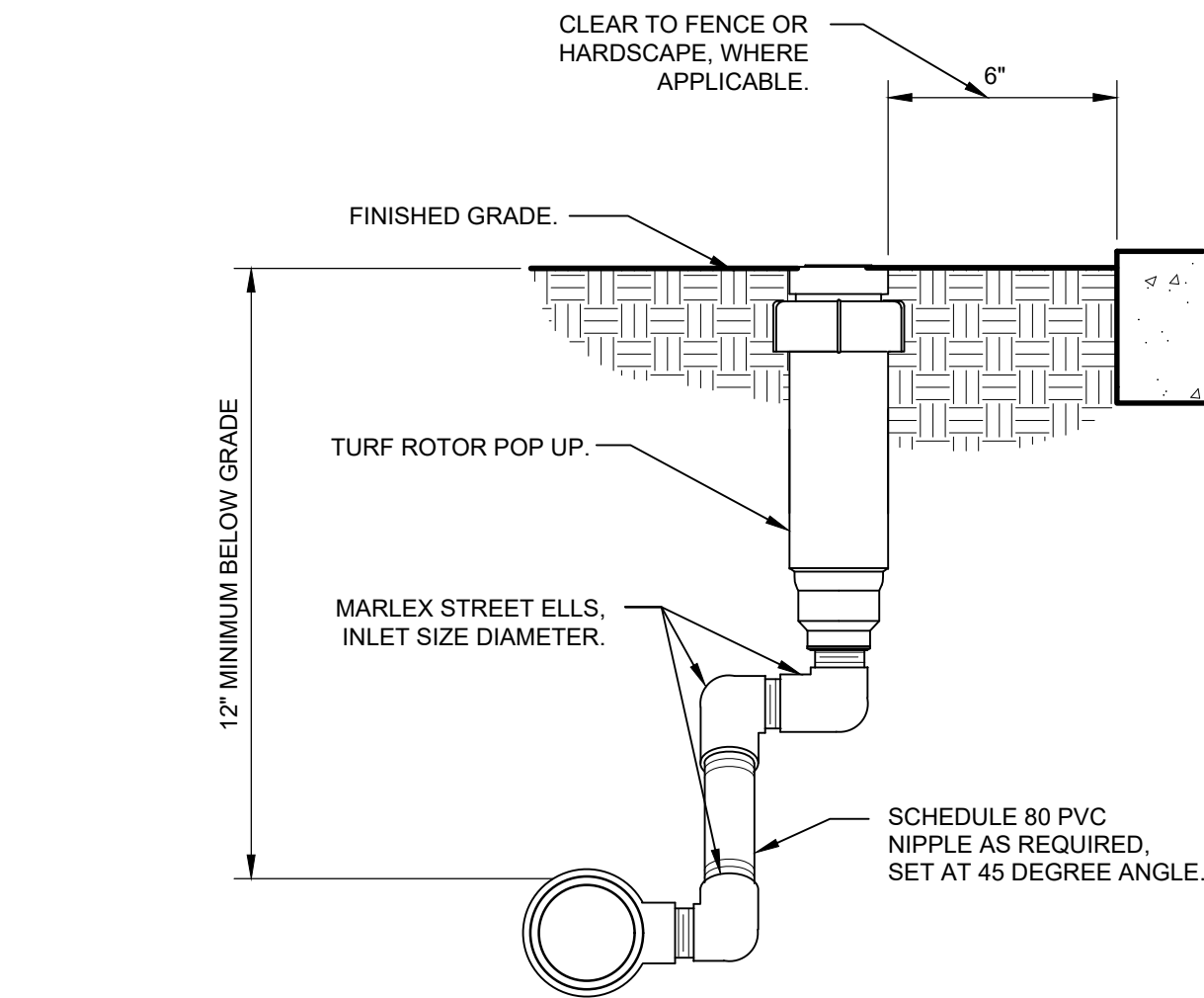


E WIRE BUNDLE JUNCTION BOX

328409.79-01



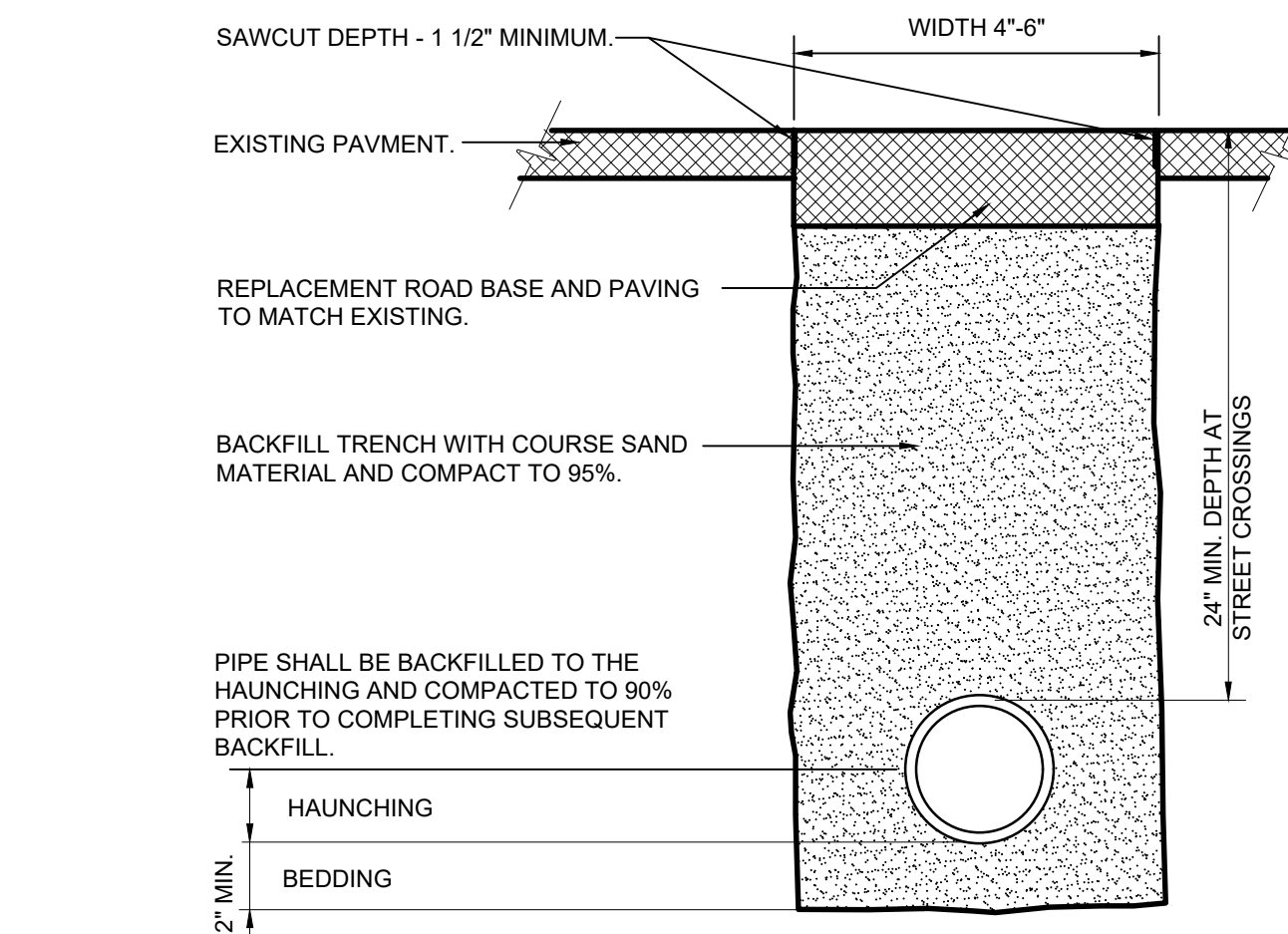
A WIRE SPLICE DETAIL



D TURF ROTOR MARLEX ASSEMBLY

3" = 1'-0"

328403.16-01



G TRENCH DETAIL AT ASPHALT / CONCRETE PAVING

1 1/2" = 1'-0"

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SCALE	N.A.
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SHEET
L4.3
 12 OF 12 SHEETS

Drawing File: W:\Projects\20pr\20112 Crafton Hills College Irrigation\AutoCAD\RHA\CA\ 20112 Details
 [One Inch on Original Sheet]

ATTACHMENT 4 – PROJECT SPECIFICATIONS

**SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
CRAFTO HILLS COLLEGE**

TECHNICAL SPECIFICATIONS

For

CAMPUS - WIDE IRRIGATION UPGRADES PROJECT

**11711 Sand Canyon Road
Yucaipa, California**

PLANS & SPECIFICATIONS PREPARED BY

RHA LANDSCAPE ARCHITECTS – PLANNERS, INC.

6800 Indiana Avenue Suite# 245

Riverside, CA 92506

(951) 781-1930 ext. 122

Contact: Greg Meek

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT
CRAFTON HILLS COLLEGE
TECHNICAL SPECIFICATIONS
For
CAMPUS - WIDE IRRIGATION UPGRADES PROJECT

TABLE OF CONTENTS

SITE SPECIFICATIONS

SECTION 01000	MOBILIZATION
SECTION 01300	SUBMITTALS
SECTION 02150	TREE PROTECTION AND TRIMMING
SECTION 02441	IRRIGATION
SECTION 02800	PLANTING

SECTION 01000 - MOBILIZATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the "Standard Specifications for Public Works Construction," Latest Edition, Sections 7, 8, and 9, apply except as modified herein.

1.2 SCOPE OF WORK

- A. Mobilization shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site and facilities necessary for work on the project and for all other work and operations which must be performed or costs incurred prior to beginning work on the project site.

PART 2 - MATERIALS

2.1 TEMPORARY UTILITIES

- A. The Contractor shall furnish temporary water, and power complete with connecting piping, wiring, lamps, meters, and similar equipment as required for the work. Install, maintain, and remove temporary lines upon completion of the work. All expenses in connection with temporary services and facilities shall be paid by the Contractor.

2.2 TEMPORARY TOILETS

- A. The Contractor shall install and maintain in a sanitary condition suitable toilets for the use of workers. Toilets shall be portable and shall be removed from the job site at the end of each work day. There shall be a minimum of one (1) toilet for each multiple of twenty (20) Contractor's employees or fractional part thereof working at the job site.

2.3 TRASH REMOVAL AND CLEANING

- A. The Contractor is responsible for maintaining a clean site. The contractor shall remove trash, debris and clean up the site at the end of each work day. The Contractor shall not park equipment on the street after work hours or overnight.

PART 3 - EXECUTION

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 STANDARD SPECIFICATIONS

- A. The provisions of the Standard Specifications shall apply except as modified herein.

1.2 SCOPE OF WORK

- A. The Work of this Section shall consist of furnishing all labor, materials, equipment, appliances and services necessary for the execution and completion of all Submittals Work as shown on the Plans and as described in the Specifications including, but not necessarily limited to, the following:
 - 1. Preparation of Submittals Schedule;
 - 2. Submittals Planning;
 - 3. Submittals Preparation, Distribution and Transmittal, to include all of the following:
 - a. Product Data (Catalog Cuts)
 - b. Materials Lists
 - c. Samples
 - d. Record Drawings
 - e. Turn-over Items
 - f. Submittals Schedule updating and distribution

1.3 RELATED WORK

- A. Shop Drawing Submittals
- B. Contractor's Construction Schedule

1.4 SUBMITTAL PLANNING

- A. All submittals shall be turned over to the District for review at the **pre-construction meeting**. Additional submittals that require review throughout the project shall be turned over to the District as soon as available so as not to impact the project construction schedule. Contractor is responsible for staying on schedule.
- B. Processing Lead Time: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - 1. Allow **One (1)** week for **initial** review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The District will promptly advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. If a resubmittal is necessary due to corrections or revisions, process the resubmittal in the same manner as the initial submittal.
 - 3. Allow **One (1)** week for processing each **resubmittal**.

4. No extension of Contract Time will be authorized because of failure to transmit submittals to the District sufficiently in advance of the Work to provide the one week processing time specified.
- C. Coordination and Completeness:
1. Contractor shall coordinate preparation and processing of submittals with the performance of the related Work. Transmit each submittal allowing sufficient lead time to obtain appropriate reviews and approvals and to avoid delays in the related Work.
 2. Coordinate the submittal date for each submittal with the lead time needed for fabrication, purchasing, testing, delivery, review of other related submittals, and related Work that require sequential processing/completion.
 3. Coordinate the transmittal dates for each different type of submittal so processing will not be delayed. Ensure concurrent transmittal of submittals for related portions of the Work that need concurrent review to allow the Architect to verify that a coordinated work effort is being provided. District and Architect each reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
 4. Contractor is responsible to verify completeness of all submittals. Incomplete submittals will be rejected.

1.5 SUBMITTALS SCHEDULE

- A. Concurrently with the development of Contractor's Construction Schedule, prepare a complete "Submittals Schedule" for all submittals. Submit the Submittals Schedule together with the Construction Schedule at the Pre-Construction meeting.
1. Coordinate the Submittals Schedule with all subcontractors, with the schedule of values, with the Materials Lists and with the Construction Schedule.
 2. Itemize items on the Submittals Schedule in the chronological sequence planned for submission; include all submittals required by the Contract Documents. Provide the following information:
 - a. Scheduled date for the initial submittal for each item.
 - b. Related Specification Section number.
 - c. Submittal category (i.e. Product Data, Samples, Record Documents, Shop Drawing, etc.).
 - d. Name of subcontractor or supplier as applicable.
 - e. Description of the portion of the Work covered by the submittal.
 - f. Record successive date(s) of any resubmittal(s).
 - g. Record date of [Client Type]'s approval of each submittal.
- B. Submittals Schedule Updating: Update the Submittals Schedule after each meeting or activity where revisions have been recognized or made.
- C. Distribution: Following receipt of review comments to the initial Submittals Schedule, on a monthly basis thereafter issue updated copies of the Submittals Schedule. Distribute copies to the Architect, the [Owner Representative], all subcontractors, and all other parties required to comply with scheduled submittal dates. Keep an up to date copy of the Submittals Schedule posted in the Construction Office. Parties may be deleted from the distribution upon completion of all portion(s) of the Work assigned to such parties and such parties are no longer involved in construction activities.

1.6 SUBMITTALS PREPARATION AND TRANSMITTAL

- A. Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
1. Provide a space approximately 4" x 5" on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and the action taken.
 2. Include the following information on the label for processing and recording action taken.
 - a. Project name.
 - b. Date.
 - c. Name and address of Landscape Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor (as applicable).
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Number and title of related Specification Section.
 - i. Drawing number and detail references, as appropriate.
- B. Transmittal: Provide an electronic copy of each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to the District using a transmittal form. Submittals received from sources other than Contractor may be returned without action. If a submittal is rejected, submit an electronic copy of the corrected resubmittal.
1. When transmitting submittals, record relevant information and requests for data on the transmittal form. Include a Contractor's certification that information submitted complies with the Contract Document requirements as a part of each submittal. If the submittal is not in full accordance with the Contract Documents, record specific deviations from the Contract Document requirements, including minor variations and limitations, either on the transmittal form or on a separate attached sheet that is referenced on the form.
 2. Transmittal Form: Use a District approved transmittal form.

1.7 SUBMITTALS PROCESSING AND DISTRIBUTION

- A. Processing: Upon receipt of the electronic submittals, the District will retain save the submittal in the project file and forward the electronic submittal to the appropriate team members (Landscape Architect/Engineer) who will retain an original copy, and will return an electronic marked with action taken.
1. Except for submittals for record information or similar purposes, where action and return is required or requested the appropriate District Engineer, or Landscape Architect will review each submittal, mark to indicate action taken, and return promptly.
 2. Verification of the submittals compliance with characteristics specified in the Contract Documents is Contractor's responsibility.
 3. Action Stamp: The appropriate Designer (either District, the Landscape Architect, or the Engineer) will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - a. "No Exception Taken": When submittals are marked "No Exception Taken," that part of the Work covered by the submittal may proceed.
 - b. "Make Corrections Noted": When submittals are marked "Make Corrections Noted," that part of the Work covered by the submittal may proceed provided it complies with

the notations and corrections marked on the submittal as well as the requirements of the Contract Documents.

- c. Returned for Resubmittal: Submittals may be returned for resubmittal for various reasons. When a submittal is marked either "Submit Specified Item," "Rejected," or "Revise and Resubmit," Contractor shall not proceed with any part of the Work covered by the submittal, including purchasing, fabrication, delivery, or any other associated activity. Instead, the submittal shall either be revised to comply with the Contract Documents and resubmitted, or a new submittal shall be prepared in accordance with the notations and submitted; resubmit without delay.
 - d. Other Action: Where a submittal is primarily for information or record purposes, special processing or other activity, the submittal will be returned, marked "Action Not Required".
 - e. Contractor shall repeat the submittal process as specified above for all submittals as necessary to obtain an action mark that will allow the Work to proceed.
- B. Distribution: Upon receipt of marked copies of the submittals from the appropriate Designer, the District will forward four copies of the marked submittal to the Prime Contractor for further distribution to the Subcontractor(s) and/or Supplier(s).
- 1. Do not proceed with the Work until an appropriately marked copy of the applicable submittal has been received from the District and is in the installer's possession.
 - 2. Do not permit use of unmarked copies of submittals in connection with construction.
 - 3. Contractor shall not permit submittals marked "Rejected, "Submit Specified Item", or "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

1.8 **PRODUCT DATA ("CATALOG CUTS")**

- A. Submittal: Assemble Product Data submittals into a single submittal package for each construction trade or system (e.g. Plumbing, Electrical Lighting, Concrete, HVAC, etc.). Submittals shall consist of an electronic transmittal and the submittal Items. Product Data submittals shall include all available printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
- 1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to delete inapplicable information. Product Data submittals, as a minimum, shall include the following information:
 - a. Manufacturer's printed recommendations.
 - b. Compliance with recognized trade association standards.
 - c. Compliance with recognized testing agency standards.
 - d. Application of testing agency labels and seals.
 - e. Notation of dimensions verified by field measurement.
 - f. Notation of coordination requirements.
 - 2. Do not submit Product Data until Contractor has confirmed the product's compliance with requirements of the Contract Documents.

SAMPLES

General: Submit full-size, fully fabricated Samples cured and finished as specified, in the quantity specified in the respective Technical Specification section, and physically identical with the material or product proposed. Where quantities are not specified in the Technical Specification, submit a minimum of two samples, one will be returned marked with the action taken. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.

1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples Submittals to match the Architect's Sample when available. Include the following:
 - a. Generic description of the Sample.
 - b. Sample source.
 - c. Product name or name of manufacturer.
 - d. Certification of compliance with the specified standards.
 - e. Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed. Where variation in color, pattern, texture or other characteristics are inherent in the material or product represented, submit multiple units (not less than 3), that show approximate limits of the variations.
 3. Preliminary submittals: Where Samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit a full set of choices for the material or product. Preliminary submittals will be reviewed and returned with the appropriate Designer's mark indicating selection and other action.
 4. Maintain appropriately marked sets of Samples, as returned by the District, at the Project site for quality comparisons throughout the course of construction.
- B. Distribution of Samples: If additional sets of samples are needed for distribution to subcontractors, manufacturers, fabricators, suppliers, installers, and others as required for performance of the Work, Contractor shall submit samples in sufficient quantities for such distribution. Do not distribute unmarked copies of sample to others involved in the Work.

MATERIAL LISTS

- A. Submittal Requirements: Submitting a catalog number and manufacturer's name as a materials list stating that the items will be furnished to meet the Specifications will not be acceptable. Contractor shall submit a complete materials list for approval by the District prior to performing any Work. Catalog data and full descriptive literature must be submitted whenever the use of items different than those specified is requested. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with the Project Specifications, unless material has been previously approved and used on other projects by the District.
- B. Material list shall be submitted in a format similar to the following:
- | Item | Description | Manufacturer | Model No. |
|------|----------------------|------------------|-----------|
| 1. | Pressure Supply Line | Pacific Plastics | Sch. 40 |
| 2. | Lawn Head | Rainbird | 2400 |
| 3. | etc. | etc. | etc. |

1.11 "RECORD" PRINTS

- A. Changes: Record accurately on one set of Black line prints all changes in the Work constituting departures from the original Contract Plans. For example, changes in pressure and non-pressure irrigation line locations.
- B. Legibility and Approval: The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the District. Prior to final inspection of the Work, submit "record" prints to the District for approval.
- C. Reference Points: Dimension from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Data to be shown on "record" prints shall be recorded day-to-day as the project is being installed.
- D. As-built Items: Show locations and depths of the following types of underground items:
 - 1. Point(s) of connection for irrigation, domestic water, gas, sewer, electric and similar underground utilities.
 - 2. Routing of underground conduits, irrigation pressure lines and utility lines (dimension maximum 100 feet on center along routing).
 - 3. All types of valves in various piping systems, including gate valves, quick coupler and remote-control valves.
 - 4. Routing of irrigation control wires.
 - 5. Related equipment (as may be directed).
- E. Maintain record prints on site at all times.

PART 2 - MATERIALS (Not Applicable).

PART 3 - EXECUTION (Not Applicable).

END OF SECTION

SECTION 02150

TREE PROTECTION AND TRIMMING

PART 1 - GENERAL REQUIREMENTS

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes trimming and protection of trees that are indicated to remain but interfere with or are close to new construction, as herein specified. Trees which are to remain and must be protected are indicated on the Drawings.
 - 1. Pruning Terminology to be utilized as developed by the National Arborist Association.
- B. Related Section Division 2 Section, "Site Clearing" limits removal of trees, shrubs, and other vegetation to plants interfering with new construction, unless otherwise indicated. The following Section contains requirements that relate to this Section:

1.1 GENERAL

- A. Protect tree root systems from damage due to noxious materials caused by run-off or spillage during mixing, placement, or storage of construction materials. Protect root systems from flooding, eroding, or excessive wetting resulting from dewatering operations.
- B. Do not allow fires under or adjacent to trees or other plants that are to remain.
- C. Branches may be removed for construction purposes only upon approval of the Architect or Arborist and subject to local governing agency ordinances.
 - 1. Where directed by Architect/Arborist, extend pruning operation to restore natural shape of entire tree.
 - 2. Cut branches and roots, if required, with sharp pruning instruments; do not break or chop.

1.2 REPAIR AND REPLACEMENT OF TREES

- A. Repair trees damaged by construction operations. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged trees.

- B. Remove and replace dead and damaged trees that arborist determines to be incapable of restoration to normal growth pattern.
- C. Provide new trees of same size and species as those being replaced. Plant and maintain as specified under Section "Trees and Shrubs."
- D. If trees over 6 inches in caliper measurement (taken 12 inches above grade) are required to be replaced, provide new trees of 6-inch caliper size and of species selected by the Architect.

1.3 DISPOSAL

- A. Burning on Owner's property of removed trees and branches is not permitted on site.
- B. Removal from Owner's Property: Remove excess excavation, displaced trees, and trimmings and dispose of in a legal manner off Owner's property.

END OF SECTION

SECTION 02441 - IRRIGATION SYSTEM

PART 1 - GENERAL REQUIREMENTS

1.1 DESCRIPTION

- A. Work Included: Unless otherwise specified, the construction of irrigation systems shall include the furnishing, installing and testing of mainlines, master valves, flow sensors, air/pressure relief valves, fittings, gate valves, back flow preventers, furnishing and installing of irrigation controllers, excavation and backfill, and all other work in accordance with the plans and specifications for a complete operating system.
1. The intent of the drawings and specification is to indicate and specify a complete and efficient irrigation system ready for use in accordance with the manufacturer's recommendations and meeting the recommended approval of the Landscape Architect. All work shall be in accordance with applicable District and County codes, and these plans/specifications.
 2. Irrigation systems shall be constructed to the sizes and grades and at the location shown on the drawings. Lines shown on the plans are essentially diagrammatic. Locations of all equipment shall be reviewed by the Landscape Architect at the time of construction.
 3. The applicable provisions of the General Conditions and the Special Conditions of these specifications shall govern the work of this section as if herein written in full.
 4. The Contractor shall maintain, continuously, a competent superintendent or foreman, satisfactory to the Owner, during the progress of work, with authority to act for him in all matters pertaining to the work.
 5. Work noted as "N.I.C.", "existing" or "to be supplied and/or installed by others" is not a part of this section.
 6. The work in this section shall be coordinated with all underground utilities and trades responsible for their installation.
 7. All irrigation equipment and piping connected to a non-potable water source shall be purple and marked for non-potable water.
- B. Field Conditions: Verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces. Report to the Landscape Architect all conditions which prevent proper execution of this work.
- C. Permits and Fees: The contractor shall apply and pay for all necessary fees and permits required in the pursuit of his work as required by governing codes.
- D. All assemblies specified herein shall be installed in accordance with the respective details. In the absence of detail drawings or specifications pertaining to the specific items required to complete the work, the Contractor shall perform such work in accordance with the best standard practice and to the satisfaction of the Landscape Architect.
- E. Irrigation Contractor is responsible for replacing or repairing any acts of theft or vandalism during construction and the maintenance period.
- F. Permission to shut off any water lines must be obtained from the Owner. Disruption of existing systems shall be kept to a minimum.
- G. Contractor shall maintain irrigation system throughout the construction and maintenance period.

- H. Contractor shall provide one-year guarantee.

1.2 RELATED WORK DESCRIBED ELSEWHERE

- A. Planting: Section 02800

1.3 QUALITY ASSURANCE

- A. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with the latest rules of the National Electrical Code and the Electrical Safety Orders of the State of California, Division of Industrial Safety, for all electrical work and materials.
- B. Qualifications of Installers: Provide at least one person who shall be present at all times during execution of this portion of the work and who shall be thoroughly familiar with the type of materials being installed and the materials manufacturer's recommended methods of installation, and who shall direct all work performed under this Section.

1.4 SUBMITTALS

- A. General: Comply with the provisions of Section 01300.
- B. Product Data: Within 7 days after award of the Contract, and before any materials of this Section have been delivered to the job site, submit to the Architect:
 - 1. A complete materials list of all items proposed to be furnished and installed under this Section.
 - 2. The manufacturer's recommended methods of installation which, when recommended for approval by the Architect, shall become the basis for review and accepting or rejecting actual installation methods used on the work when not otherwise specified or detailed.
- C. Materials and Samples: If materials are to be employed, other than designated on the plans, the Contractor shall, prior to the installation of any irrigation work, submit for recommended approval by the Landscape Architect, a list of materials and equipment he proposes to use. The material and equipment list shall include, but not be limited to, polyvinyl chloride pipe, automatic controllers and control valves, master valves, flow sensors, air/pressure relief valves, filters, rain bucket, and controller cabinets.
 - 1. Should the Contractor propose to use materials or equipment other than those listed on the plans, he shall submit samples of the make and type proposed. Samples shall be submitted a sufficient time in advance of the start of construction to allow a period of not less than seven (7) days for testing and recommended approval.
 - 2. Recommended approval of irrigation equipment and materials shall depend on the following:
 - a. Conformance to specification requirements.
 - b. Acceptable test results and/or field performance.
 - c. Durability and low maintenance.
 - d. Availability of parts and service.
 - e. Compatibility with owner's materials inventories.
- D. Project Record Drawings: Provide separate and complete Project Record Drawings prepared in accordance with the provisions of these Specifications, Sub-section 3.8, following

1.5 PRODUCT HANDLE

- A. Protection: Use all means necessary to protect the materials of this Section before, during, and after installation and to protect the work and materials of all other trades.
- B. Delivery: Polyvinyl chloride pipe shall be delivered to the work site in unbroken bundles or rolls packaged in such a manner as to provide adequate protection for the pipe ends, threaded or plain.
- C. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the recommended approval of the Architect and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.1 "OR APPROVED EQUIVALENT" PRODUCTS

- A. This project is a Public Works project. Sole sourcing of material is not allowed. Any reference or call out on the plans and/or in the specifications to a specific manufacturer shall be interpreted as "or approved equivalent". The District Engineer's and Landscape Architect's approval is required as to whether or not a product meets the District's standard to be an approved equivalent. **Bidders shall use the pricing for the products as specified to avoid risks of disapproval. No substitutions will be considered prior to the award of the contract.**

2.2 PIPE

- A. Plastic Pipe:
 - 1. Unless otherwise specified, the construction of lateral lines and main lines shall include excavation and backfill, the furnishing, installing and testing of pipe, tube and fittings, the furnishing and installing of anchors, thrust blocks and location wire, the improvements, line flushing and testing, and all other work in accordance with the plans and specifications.
 - 2. Main supply pressure lines shall be PVC; 4" and larger Class 200, 2" - 3" Class 315, 1 1/2" and smaller Schedule 40, as manufactured by Pacific Plastics, Inc., or approved equal.
 - 3. Lateral non-pressure lines shall be PVC. Schedule 40 polyvinyl chloride, as manufactured by Pacific Plastics, Inc., or approved equal.
 - 4. Irrigation Lines Sleeves shall be PVC. Schedule 40 polyvinyl chloride, as manufactured by Pacific Plastics, Inc., or approved equal.
 - 5. Low Voltage Control Wire Sleeves (valve wires) shall be PVC Schedule 40 polyvinyl chloride, as manufactured by Pacific Plastics, Inc., or approved equal. All exposed wires shall be sleeved in PVC Schedule 40 ULV electrical conduit with ULV Schedule 40 fittings.
 - a. Identification: All pipe shall be continuously and permanently marked with the following information: The normal pipe size, the type and schedule or class of material, the working pressure or pressure rating at 73.4 degrees F., the manufacturer's name or trade mark, and the National Sanitation Foundation (N.S.F.) seal of approval.
 - 6. All plastic pipe shall be guaranteed by its manufacturer to have passed, or be capable of passing, the Anhydrous Acetone Immersion Test and to be free from manufacturing defects.
 - 7. All mainline and lateral piping connected to a non-potable water source shall be purple and marked for non-potable use.

- B. Identification: All pipe shall be continuously and permanently marked with the following information: the normal pipe size, the type and schedule or class of material, the working pressure or pressure rating at 73.4 degrees F., the manufacture's name or trade mark, and the National Sanitation Foundation (N.S.F.) seal of approval.
1. All Plastic pipe shall be guaranteed to have passed, or be capable of passing, the Anhydrous Acetone Immersion test and to be free from manufacturing defects.
- C. Polyvinyl Chloride Pipe Fittings and Connections:
1. Polyvinyl chloride pipe fittings and connections approved for irrigation systems shall be polyvinyl chloride, Type II, Grade I, Schedule 40, high impact molded fittings, manufactured from virgin compounds.
 2. The Schedule 40 fittings shall be tapered socket type, or molded thread type, suitable for either solvent weld or screwed connections.
 3. Machine threaded fittings will be acceptable only if thread-stripping resistance test results are submitted and approved.
 4. In line fittings, such as couplings, unions and bushings may be machined from extruded stock.
 5. Plastic saddle and flange fittings will not be acceptable.
 6. All fittings shall be permanently marked with the following information: The normal pipe size, the type and schedule of material, and the National Sanitation Foundation (N.S.F.) seal of approval.
- D. Galvanized Pipe and Fittings:
1. All galvanized steel pipe shall be Schedule 40, threaded, coupled and hot-dip galvanized, and shall comply with ASTM A120 and A53.
 2. All fittings for galvanized steel pipe shall be 150 PSI rated galvanized malleable iron, banded pattern.
 3. Pipe sizes indicated on the drawings are nominal inside diameter unless otherwise noted.

2.3 VALVES

- A. Gate Valves:
1. All gate valves shall be all bronze construction full port; 1/2" thru 2", Nibco T-113.
 2. Working Pressure Rated: 150 PSI stem, 400 PSI W.O.G.
 3. Gate valves installed underground shall be housed in a 10" round plastic valve box.
- B. Isolation Gate Valves:
1. All isolation gate valves 2 1/2" and larger shall be Wilkins Model 49.
 2. Gate valves installed underground shall be housed in a plastic valve box.
- C. Automatic Control Valves (Electric):
1. All automatic control valves (electric) shall be as called for on plans, electrically controlled, hydraulically operated, single seat, normally closed no equivalents or equals.
 2. The valves shall be actuated by a normally closed solenoid valve operator using 24 volts, 60 cycle alternating current. The wires in the coil of the solenoid shall be embedded in an epoxy resin. The wire splices and wire nuts shall be enclosed in 3M™ Scotchcast™ 3570G Connector Sealing Packs.

3. All automatic control valves shall have a flow control device for manually adjusting the amount of flow of water through the valve. The flow control device shall be adjusted so that the pressure at the nozzle of the sprinkler head farthest from the automatic control valve shall be that as specified in the irrigation legend per plan. The pressure at the sprinkler head shall be measured by means of a pilot pressure gauge while the sprinkler head is operating.
4. Automatic control valves shall be constructed of brass or stainless steel springs and screens, and composition material (neoprene) seals and seat washers.
5. The Contractor shall furnish one valve box key for each six or less valve boxes installed.
6. All valves shall have a T.C. Christie valve marking plastic tag.

2.4 VALVE BOXES

- A. Valve Boxes: Remote control valve boxes shall be rectangular plastic boxes with non-hinged locking covers. Valve station number shall be heat branded in two-inch-high (2") numerals on cover. Gate valve boxes shall be 10" round plastic boxes with plastic covers marked "G. V." with letters cast or branded in the cover. Flow sensor boxes shall be standard size rectangular plastic boxes with plastic covers marked with its ID letters branded in the lid. All plastic valve boxes shall be Rain Bird VB series.

2.5 AUTOMATIC CONTROLLER

- A. Controller(s) shall be the Calsense model CS3000 irrigation controller as indicated on the drawings, and shall be installed per manufacturer's specifications, as shown on the drawings, and as specified herein.
- B. The irrigation controller shall have a 10-year, limited warranty.
- C. The irrigation controller shall have a large 5.7 inch backlit, ¼ VGA, LCD, sunlight readable display where information can be viewed on the same screen, and with a scrolling side menu design that makes programming intuitive and easy to follow.
- D. The controller shall be available in multiple station counts including 8, 16, 24, 32, 40 or 48 stations. If less than 48 stations are purchased initially, additional stations can be added at any time in the field using 8-station kits.
- E. The controller shall support up to 128-stations when using 2-Wire. This can be either 128, 2-Wire stations or a combination of up to 48 conventional-wired stations plus 80, 2-Wire stations.
- F. Controller software upgrades shall occur via the internet transparently and at no charge.
- G. The controller shall have unlimited programs known as Station Groups which can water individually or concurrently to maximize irrigation system capacity and reduce watering time.
- H. The controller shall have the ability to assign landscape details as plant material, head type, soil type and exposure to each Station Group to simplify programming of stations with similar characteristics. Each group shall include a variety of other settings including irrigation schedule, percent adjust factor, line-fill times and on-at-a time rules.
- I. The controller shall support up to four mainlines simultaneously for managing flow.
- J. The controller shall support up to 12 points of connection shared among controllers.

- K. The controller shall support up to 3 flow sensors and 3 master valves in a by-pass configuration so as to accurately measure and read the overall range of station flow rates from the lowest flowing station in GPM to the highest flowing station in GPM, using the 2-Wire option and the 2-Wire, POC decoders for all 3 flow devices and master valves.
- L. The controller shall automatically calculate cycle and soak scheduling to water each station for a fixed cycle time and allow the water to soak in between cycles, maximizing infiltration and minimizing runoff.
- M. The controller shall have a water budget feature that displays monthly water volume allotments in either HCF or gallons for each of the 12 calendar months labeled as January thru December. This monthly guideline shall be calculated three ways, either directly entered, calculated by the controller using a yearly budget and dividing that out to the 12 months proportionately using built-in historical ET, or by calculating the monthly numbers using total square footage and a user selected percent of historical ET.
- N. The water budget shall be available per POC controlled and programmed for either every month or every other month pre-programmed as date ranges. If the expected water use for the period exceeds the water volume budget, the user shall be notified with an alarm before the period ends so changes to the program can be made. The controller shall not terminate irrigation automatically in this process, or if selected as an option, the controller shall proactively and automatically decrease the scheduled irrigation for each station group using the percent reduction programmed, when approaching the set water budget limit with notification of said action.
- O. The controller shall have a wide range of water reports and diagnostics available directly at the controller and shall include:
- A summary of all usage for each irrigation mainline
 - Usage for each point of connection connected to the mainline
 - Station-by-station usage
 - A complete station-by-station history which includes the date and start time of each cycle, programmed minutes, programmed inches, number of cycles, actual flow rate, expected flow rate, and any alerts or issues that occurred during irrigation.
 - Unscheduled water usage and non-controller water usage including quick coupler use and bleeding valves manually
- P. The irrigation controller shall have three separate mainline break settings available for proper flow detection of catastrophic issues without interfering with standard irrigation practices and shall be programmed for 1.) 'during irrigation', 2.) 'master valve override' functions, and 3) 'all other times'
- Q. The controller shall have flow management capability as a standard feature whereas the controller shall learn each station's expected GPM flow rate automatically at night over several irrigations, and use the mainline GPM capacity programmed, to operate up to six (6) valves at the same time to shorten the water window.
- R. The controller shall have the ability to accommodate multiple types of irrigation schedules including irrigating even days, odd days, prescribed days of the week, and interval scheduling ranging from every other day up to every four weeks.
- S. Several controllers, up to twelve shall be able to share one or multiple points of connection with multiple flow sensors and master valves. This option shall allow several controllers without the use of a central control computer to share the irrigation programs and flow information for:
1. Monitoring of system flows.
 2. Shortening water windows by maximizing the number of valves on without exceeding system flow capacity.
 3. Turning OFF valves with excessive flow rates due to broken lateral lines.
 4. Tracking water usage and comparing to a water budget.
 5. Eliminating relays when sharing pumps and master valves.

- T. When more than one controller is sharing one or multiple points of connection and the controllers are communicating to each other through hardwire or radio, the data shall be distributed as changes occur making the data available from any controller on the *FLOWSENSE™* chain so that the user shall be able to view and program a controller's information from any other controller in the group.
- U. The controller shall provide permanent memory stores of all controller programming and setup data, including date and time, in non-erasable memory.
- V. The controller shall have the ability to create and program an unlimited number of manual programs which allow the user to schedule stations to run for a preset time, up to 6 –times per day, for hydro-seeding, new planting and fertilization scheduling.
- W. Electrical alerts, such as short circuits and no currents, shall be standard to help the user troubleshoot field wiring and solenoid problems.
- X. The irrigation controller shall provide an optional lights feature to be used to operate up to four light, gate or water feature relays.

2.5.1 Wall Mount Installation

- A. The wall-mounted gray box shall be a completely assembled unit, pre-mounted with the designated controller. The box shall be constructed of weather- and vandal-resistant stainless steel.
- B. The wall mount unit shall come complete with transient and lightning protection board and factory-labeled terminals.
- C. The transient protection board shall be pre-mounted in the wall mount unit and shall support field replaceable modules which include terminal strips for the connection of irrigation field wires, 2-Wire cable, and weather monitoring devices such as an ET gage, Tipping Rain Bucket, and Wind gage.
- D. The wall mount unit shall feature a security-tight locking mechanism, louvered vents, with splash guards, and bee/wasp screens.
- E. All wall mount units shall come with a 10-year limited warranty and shall be fully UL-approved.

2.5.2 Pedestal Enclosure

- A. The enclosure shall be of a vandal and weather resistant nature manufactured entirely of 304-grade stainless steel, and the top shall be 12 gauge and the body 14 gauge. The main housing shall be louvered upper and lower body to allow for cross flow ventilation. A stainless steel backboard shall be provided for the purpose of mounting electronic and various other types of equipment. The stainless steel backboard shall be mounted on four stainless steel bolts that will allow for easy removal of the backboard.
- B. The 38-inch height with flip top shall provide easy access for programming from a standing position under normal installations.
- C. The pre-assembled vandal resistant enclosure factory pre-assembled and supplied by controller manufacturer shall come complete with 24 VAC lightning and surge protection and all terminals shall be factory labeled. The pre-assembled enclosure shall come provided with an On/Off switch to isolate the controller along with a GFI receptacle. Specific radio antenna(s) shall be pre-mounted and connected on enclosure. The enclosure shall include 2-7/8", 1-1/2" thick, 6-pin cylinder, die-cast steel padlock with unique shackles design.

- D. Factory pre-assembled enclosure with controller shall carry a full UL listing.
- E. Controller manufacturer shall offer a double-wide, pre-assembled vandal resistant enclosure, 38-inch height with flip top for two controller placements side by side. All necessary wiring between the two controllers in order to share central communications and/or flow and weather data shall be pre-wired by manufacturer for easy installation.
- F. The factory pre-assembled enclosures shall carry a ten (10) year limited warranty.

2.5.3 Grounding

- A. Grounding shall consist of one 5/8-inch x 8-foot copper rod installed per irrigation controller and where multiple controllers *are not* connected to the same ground rod.
- B. The top of each rod shall be installed inside a 10-inch round valve box, with the rod installed as close as practical to the controller. If a pedestal enclosure is used, the ground rod may be installed through the pedestal base. Under no circumstances shall the rods be shortened.
- C. A #6 AWG solid copper wire shall be used to connect from the ground lug of the transient protection board to the copper rod. Brass clamps specifically designed to secure the copper wire to the grounding rod shall be used. There shall be no kinks or sharp bends in the wire.
- D. Each wire may be wrapped around the rod and brazed in place as an alternative to clamping. Braze the wire to the rod for at least one circumference of the rod.

2.5.4 2-Wire Path & Decoders

- A. The 2-Wire option shall provide support for up to one-hundred and twenty-eight (128); 2-Wire stations connected to a single controller and shall provide support for up to 6 points of connection (POC's).
- B. The 2-Wire cable shall either be Paige P7354D or Regency's Hunter® Decoder cable with a maximum length of 7,000 ft.
- C. A ground rod, 5/8 inch x 8-ft solid copper shall be required every 300-feet along the 2-Wire path as well as a single ground rod at the end of the cable run.
- D. The station decoder shall be a 2-station decoder and shall be able to operate up to 2-solenoids using unique colored wires for each.
- E. A single controller shall be able to operate up to 70, 2-station decoders and it shall be intended that all wire runs between valves and 2-Wire decoders shall be direct pulls and have no splices except at the decoder location.
- F. All electrical connections must be waterproof and moisture-resistant and shall be done with 3M™ Scotchcast™ 3570G Connector Sealing Packs.
- G. The 2-Wire decoders shall use #14 AWG direct burial wires to connect to remote control valves and the maximum wire run between the decoder and the valve shall be 100-feet.
- H. The POC decoder shall operate a single master valve and flow meter (model FM). A single controller shall be able to operate up to six POC decoders with a maximum of 12-POC's in a chain, controllers using *FLOWSENSE™* technology.
- I. The maximum wire run between the POC decoder and flow meter shall be 20-feet while the maximum wire run between the decoder and the master valve shall be 100-feet.

2.5.6 Weather Monitoring

- A. The manufacturer of the central control system shall provide real-time ET and rain data using multiple, state-of-the-art, high resolution numerical weather data provided by NOAA, all without subscription charges. Unlike other services which use only ground-level weather stations, the NOAA-modeled data shall allow weather to be triangulated to each customer's unique latitude, longitude and elevation, ensuring accuracy even within localized microclimates. ET shall be calculated using the latest FAO Penman-Monteith method which shall use solar radiation, temperature, wind speed, relative humidity and other input parameters.
- B. The controller shall be able to interface with an on-site ET gage able to measure daily localized, evapo-transpiration and log the amount of inches lost each day without the use of a central computer.
- C. The ET measuring device shall be powered by the selected field controller. ET is measured directly in 0.01" increments and pulses from the gage are sent directly to the field controller.
- D. The controller shall be able to store and display daily, on-site ET in a 28-day table which is updated every 24 hours.
- E. The user shall be able to view over 100 selections of built-in historical ET tables or program monthly historical ET data for a given area directly, to be used as a backup for that night's calculation in case the ET gage malfunctioned or the real-time value sent normally through the Internet failed.
- F. The user shall be able to cap the amount of daily ET used by the controller for that night's calculation by selecting a percent of historical ET for the given area to be used instead of the actual ET received.
- G. The irrigation controller shall have the capability to calculate station run times using the average of the last 7 days of ET instead of using a single ET value to calculate the next scheduled, station run times.
- H. The controller shall be able to interface directly with a Tipping Rain Bucket and shall accurately measure rainfall in 0.01" increments by means of a tipping and emptying device mounted below the center of the collection dish.
- I. The rain-measuring device shall be wired using the 25-feet of 2-conductor cable supplied with the Tipping Rain Bucket to the selected field controller. The controller shall have a weather option able to interface with the device. The cable shall be installed in conduit and the connections are to be made at a terminal strip inside the enclosure. Maximum length of cable run shall be 1000 feet using Paige P7171D communication cable when necessary. 18-gauge multi-conductor irrigation wire in conduit may be used for runs under 100-feet. Runs shall be direct pulls without splices.
- J. The irrigation controller shall provide the following programming parameters for rain:
 - i. Stop Irrigation after x.xx inches
 - ii. Maximum Rain in One Hour is x.xx inches
 - iii. Maximum Rain in 24 Hours is x.xx inches
- K. Wind speed shall be monitored by the irrigation controller with the weather option interface and the wind gage installed. The controller shall pause irrigation once the wind speed exceeds a user-set limit. As wind subsides, the controller shall resume irrigation where it left off. Winds from 0-to 135-MPH shall be accurately read. Data from one wind gage shall be shared amongst a group of controllers making up a *FLOWSENSE™* chain.

- L. The wind gage device shall be wired using the 60-feet of 2-conductor cable supplied with the device to the selected field controller. The cable shall be installed in conduit and the connections are to be made at a terminal strip inside the enclosure. Maximum length of cable run shall be 1000 feet using Paige P7171D communication cable when necessary. 18-gauge multi-conductor irrigation wire in conduit may be used for runs under 100-feet. Runs shall be direct pulls without splices.

2.5.7 Flow Monitoring

- A. The flow sensor used shall be supplied by the same manufacturer as the irrigation controller.
- B. The flow sensor shall be wired back to the irrigation controller using two #14 AWG wires, one red, and one black in 1" PVC conduit to connect to the irrigation controller. The maximum wire run between flow meter and controller shall be 2000 ft. The flow meter shall send low voltage digital pulses back to the controller and therefore all electrical connections must be waterproof and be resistant to any moisture entry.
- C. It is intended that all wire runs between the controller and flow meter shall be direct pulls and have no splices. If wire splices are unavoidable, they must be installed in a valve box with 3M Scotchlok No. 3570 connector sealing pack or equal.
- D. Each flow sensor shall have the following characteristics:
 - 1. Housing to be a Sch 80 polyvinyl chloride tee or bronze tee
 - 2. Have a pulsing output that operates at 9VDC and a pulse rate that is proportionate to the GPM
 - 3. Fully compatible with the internal interface at each field controller
 - 4. Powered by the controller
 - 5. Replaceable metering insert
 - 6. Shall feature a six-bladed design with a proprietary, non-magnetic sensing mechanism
- E. The irrigation controller shall include native support for Bermad 900-M Reed Switch and Netafim Pulse Reed Switch series hydrometers. Allowable hydrometer sizes shall range from 1.5" to 10". Reed Switches that are supported include 1-pulse per 1-gallon and 1-pulse per 10-gallon switches. Currently only one hydrometer mentioned shall be able to interface with the controller.

2.5.8 Central Control Communication Options

- A. The field controller(s) shall be capable of utilizing a single mode or a combination of communication modes such as 3.5G cellular radio, Ethernet, wireless Ethernet, 450-470MHz Local Radio, point-to-point Spread Spectrum radio, and hardwire communication cable for central control of irrigation via cloud-based, Command Center Online web software.
- B. The controller shall be able to utilize a wireless, 3.5G cellular radio in remote areas where an Ethernet or WiFi connection is not possible for direct communication back to a desktop, tablet, or laptop computer via the Internet. Service plans for single and multiple controllers utilizing a 3.5G cellular modem shall be available through the manufacturer as 1-year or 5-year plan.
- C. The controller shall be able to utilize an Ethernet communication, CAT5 or CAT6 cable path as part of a district's or campus network system. An Ethernet (RJ45) connection shall be supplied at the controller location, with the network set to have access to this connection. IP reservations with DHCP are preferred along with the hard coded MAC address from the Ethernet device supplied. The secondary preference shall be a static IP address with additional programming requirements. The controller shall utilize an existing WiFi, wireless Ethernet network on a school campus or facility city project. IP reservations with DHCP are preferred along with the hard coded MAC address from the Ethernet device supplied.

- D. The controller shall be able to utilize a short-range, Spread-Spectrum radio to communicate with other controllers in line-of-sight proximity providing a reliable communication link instead of a hardwire communication path when sharing data. The spread-spectrum radio option does not require FCC licensing, and offers a secure error correcting frequency hopping radio link immune to outside interference.

2.5.9 Command Center Online Web Software

- A. The central control software shall be a cloud-based package designed to provide complete irrigation control through a web application, without the purchase of proprietary software loaded on a dedicated, desktop computer.
- B. The fully-featured web application shall provide communication using a variety of internet-connected options including Ethernet, Wireless Ethernet (WiFi), and 3.5G Cellular Radio.
- C. The web application shall allow the user to monitor and program controllers, as well as run various water usage reports from any internet-connected device including PC's, tablets, and smart phones. Weather data collected from an ET Gage, Tipping Rain Bucket, or *WEATHERSENSE* can be shared to any controller on the system.
- D. Engineered for easy and reliable access, all that is needed to get started using the software shall be a user name and password to obtain data from controllers in the field. Each customer's service shall be unique and password protected so data is secure.
- F. User accounts shall be issued and managed by an administrator account so that only authorized users can access controller information.
- G. The cloud-based software shall include the ability to turn stations On and Off remotely using any internet-connected device including PC's and tablets, and a smart phone app. User shall be able to turn on up to six valves simultaneously and view real-time flow information, details if a mainline break occurs, and real-time weather data when using on-site weather devices such as daily ET and rainfall in inches.
- H. The web software shall allow a customer to create their own custom dashboard as the home page, providing a snapshot of the most important water and labor management graphs and reports depicting easily the most current status of each controller at each specific project location.
- I. System reports shall include complete records of the details for every irrigation cycle, water usage versus water budget amounts, the gallons and percentages of water savings, and what events and changes have occurred at the controller. System administrators shall have management reports listing sites and user for their company.
- J. System requirements shall be a broadband internet connection such as DSL, cable, or mobile broadband.
- K. Supported web browsers shall include:
 - Microsoft Windows Internet Explorer® 8.0 or higher
 - Google® Chrome™ 34 or later
 - Mozilla Firefox™ 28 or higher
 - Apple® Safari™ 5.1.7 or higher

2.6 Warranty, Service & Training

- A. The manufacturer shall provide after-sale support that is a *no charge* service whereas on-going training and education shall be provided by factory direct personnel to the end user(s) at the field controller(s) and using the cloud-based, web software for central control of irrigation.

- B. The central control manufacturer shall warrant to the purchaser of its manufactured products against defects in material and workmanship for a period of ten (10) years from the date of original purchase by the owner.
- C. All peripheral, accessory, and RF equipment such as radio and 3.5G cellular radio modems, ET gages, flow sensors, and rain buckets (but not limited to) and used in conjunction with central irrigation controllers, shall have distinct warranties of their own and should be noted separately from this warranty.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
 - 2. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the reference standards and the manufacturer's recommendations.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Architect.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 FIELD MEASUREMENTS

- A. General:
 - 1. Trenches and other excavations for irrigation pipe and appurtenances shall be excavated true to alignment and grade, and shall be of ample size for the proper performance of installation work, review, testing and backfill.
 - 2. Where it is necessary to excavate adjacent to existing trees, the Contractor shall use all possible care to avoid injury to trees and tree roots.
 - 3. Protect all existing utilities and repair any damage to existing utilities with matching new materials, at no increase in contract price.
 - 4. Generally, piping under concrete shall be installed by jacking, boring or hydraulic driving. Where any cutting or breaking of sidewalks and/or concrete work is necessary, it shall be removed and replaced by the Contractor. Permission to cut or break sidewalks and/or concrete shall be obtained from the Architect. No hydraulic driving will be permitted under asphaltic concrete paving.
 - 5. Coordinate with planting operations, as 10" deep cross-ripping is required prior to irrigation systems installation. (cross-ripping is part of the planting work).
- B. Plastic Pipe Trenches:
 - 1. Minimum trench width shall be six (6) inches.
 - 2. Minimum trench depth below bottom of pipe shall be two (2) inches.

3. Minimum cover shall be based on finished grades, unless otherwise noted on Drawings.
 - a. Lateral Line minimum cover shall be twelve (12) inches.
 - b. Main Line minimum cover shall be eighteen (18) inches.
 - c. Pipe and Wire Sleeves minimum cover shall be twenty-four (24) inches.
- C. Backfill Material:
 1. All plastic pipe shall be bedded and encased with approved backfill material free of rocks and clods as indicated in the following table and/or shown on the plans.
 - a. Thickness Under Pipe Minimum Two (2) inches
 - b. Thickness Above Pipe Minimum Four (4) inches
 - c. Thickness at Side of Pipe Minimum Two (2) inches
 2. The balance of backfill material shall be approved soil. Unsuitable material, including clods and rocks over 2 to 2-1/2 inches in size, shall be removed from the premises and disposed of legally at no cost to the Owner.
 3. Backfill material shall be sufficiently compacted under and on each side of the pipe to provide support free of voids. On slope areas over 3:1 gradient compaction shall be 85% (min) or equal to the requirements of the grading plans, whichever is greater. Pipe joints shall remain exposed until the completion of pressure and leakage test, unless authorized by the Architect. The top six (6) inches of backfill shall be free of rocks over one (1) inch, subsoil, rubbish and debris.
 4. The remainder of the backfill material shall contain no lumps or rocks larger than two and one-half (2-1/2) inches, nor contain rubbish and debris.
 5. Backfill shall be tamped or puddled to the dry density of adjacent soil. Backfill within areas of structurally compacted soils shall be returned to the original relative density as before trenching.
- D. Location Wire:
 1. Location wire shall be placed on top of the four-inch select backfill over all mainline (pressure bearing) pipes, except copper pipe. Wire shall be No. 12 gauge copper, new or used or an approved substitute, and shall provide a continuous electrical conductor between gate valves and control valves. Each end shall be brought to the valve sleeve and two feet of wire looped free in the trench beside the valve body. This location wire may be omitted where copper hydraulic control tubing or electric control wire follows the water main.

3.3 INSTALLATION OF POLYVINYL CHLORIDE PIPE

- A. Polyvinyl chloride pipe shall be installed in such a manner so as to provide for expansion and contraction as recommended by the manufacturer.
- B. All polyvinyl chloride pipe shall lay free in the trench with no induced strain. Where there is evidence of induced pipe strain, the Contractor shall be required to make pipe cuts and install angle fittings as necessary to eliminate the strain.
- C. When a connection is plastic to metal, a female adapter shall be used. The metal nipple shall be hand-tightened, plus one turn with a strap wrench. Joint compound shall be Permatex, Type 2, or Teflon Tape.
- D. The Contractor will be required to remove and replace any fitting which induces a torque strain to the pipe.

- E. Polyvinyl chloride pipe shall be cut with a PVC. pipe cutter, hand saw or hack saw with the assistance of a square and sawing vise or in a manner so as to ensure square ends. Burrs at cut ends shall be removed prior to installation so that a smooth unobstructed flow will be obtained.
- F. All plastic to plastic joints shall be solvent-weld joints. Only the solvent recommended by the pipe manufacturer shall be used.
- G. The solvent-weld joints shall be made in the following manner:
 - 1. Thoroughly clean the mating pipe and fitting with a clean dry cloth.
 - 2. Try the parts for fit. The parts should "dry-mate" between one-third and two-thirds the depth of the socket. If adequate insertion is not obtained, or bottoming occurs, try another part until a satisfactory "dry-fit" is obtained.
 - 3. Apply a uniform coat of solvent to the outside of the pipe with a non-synthetic bristle brush.
NOTE: For PVC. Type I, 1120-1220, pipe mating surface shall first be cleaned with the application of Methyl Isobutyl Ketone (MIBK) solvent. This cleaning shall be accomplished by applying MIBK solvent to the full mating surface area and wiping off with a clean cloth, repeating the process, if necessary, until no trace of shine remains (neither streaks nor spots). The use of commercial PVC. solvent-cement thinners as a substitute of MIBK is not allowed.
 - 4. Apply a uniform coat of solvent-weld to the fitting socket.
 - 5. Re-apply a light coat of solvent-weld to the pipe and quickly insert it into the fitting.
 - 6. Give the pipe or fitting a quarter turn to ensure even distribution of the solvents and make sure that the pipe is inserted to the full depth of the fitting socket.
 - 7. Hold in position for at least 15 seconds.
 - 8. Wipe off excess solvent that appears at the outer shoulder of the fitting.

3.4 INSTALLATION OF CONTROL WIRE

- A. Unless otherwise specified, the installation of control wire shall include excavation and backfill, the furnishing, installing and testing of the wires, the removal and/or restoration of existing improvements and all other work in accordance with the plans and specifications.
- B. Unless otherwise specified all neutral (common ground) wire shall be AWG #12 and all pilot (valve control) wire shall be AWG #14.
- C. At least one spare wire shall be installed from the controller clock to the most distant valve. When wire runs go in different directions from the controller clock, a separate spare wire shall be installed from the controller clock to the most distant valve in each different wire run direction.
- D. Tape and bundle all control wires at 10' o/c maximum; place wiring with 18" minimum cover. When wiring is placed in common trenches with piping, set wiring 2" from any piping.
- E. All wire splicing shall take place in the valve boxes, vault and/or pull boxes. All splices shall be made with a mechanical connector wire nut encased in a self-curing epoxy resin which provides a permanent watertight connection such as 3M Scotchcast No. 3570G-N or equal.
- F. All direct burial control wires shall be identified as to their respective valve number and controller clock letter in all pull boxes and at all wire termination. Spare wires and "future valve" wires, if any, shall also be identified. Labels and tags shall be used for identification which are not affected by moisture or temperatures between minus 30 degrees F. and plus 200 degrees F. The labels and tags shall be resistant to abrasion, dirt, grease, and chemicals used in lawn fertilizers and conditioners. The labels and tags shall be firmly attached to the wire in every case. The

Contractor shall submit samples of the labels or tags to be used, to the Architect for recommended approval, prior to the installation of the control wire. Examples of nomenclature of tags or labels are as follows:

1. Neutral (common ground) wire = "Neutral" Clock "A"
2. Pilot (valve control) wire = "A.V. #1." Clock "A"
3. Spare Wire = "Spare" Clock "A"

- G. The final operating sequence of the remote control valves, within each individual controller clock, shall be as called out on drawings.
- H. Testing:
1. All direct burial control wire installed shall be tested in the following manner.
 - a. Before any backfill material is placed over the control wires in the trench, the wires shall be tested with a meter for insulation resistance. Minimum insulation resistance to ground shall be fifty (50) megohms. Any conductor not meeting this requirement shall be replaced.
 - b. After backfill encasement, the wires shall again be tested with a meter. The minimum acceptable insulation resistance to ground on this test shall be one (1) megohm. Any conductor not meeting this requirement shall be replaced.
- I. Provide separate common wire for each controller installed.

3.5 INSTALLATION OF VALVES

- A. General: Unless otherwise specified, the installation of the valves shall include excavation and backfill, the furnishing, installing and testing of risers, fittings and valves, the furnishing and installing of appurtenances, accessories, anchors and thrust blocks, the removal and/or restoration of existing improvements and all other work in accordance with the plans and specifications.
- B. Gate / Butterfly Valves: Valves installed underground shall be housed in a Rain Bird VB series valve box or equal.
- C. Automatic Control Valves: Automatic control valves shall be set upright and housed in Rain Bird VB series valve box or equal. The Contractor shall brand, the identification number of the valve and clock on the outside cover of the box.

3.6 INSTALLATION OF AUTOMATIC CONTROLLERS

- A. Unless otherwise specified, the installation of automatic controllers shall include the furnishing, the installing, making necessary electrical connections, the testing of controllers and connection, and all other work as called for on the plans and/or in the specifications.
- B. All electrical conduit shall be P.V.C. Sunstop ULV Schedule 40 pipe & fittings.
- C. Install controllers at 5' min. away from 3 phase power.
- D. Install a separate ground rod and wire for each controller as specified on the drawings and per manufacture's specifications.
- E. Unless otherwise specified the installation of controllers shall be as detailed on plan.

- F. Controllers shall be tested for fourteen (14) calendar days after complete installation of the sprinkler system. System shall operate automatically in the manner shown on the drawings and/or specified herein.

3.7 INSTALLATION OF SPRINKLER HEADS

- A. Unless otherwise specified, the installation of sprinkler heads shall include excavation and backfill, the furnishing, installing and testing of risers, fittings and heads, the furnishing and installing of anchors and thrust blocks, the furnishing and installing of cone shaped screens at base of each head, the removal and/or restoration of existing improvements and all other work shall be in accordance with the plans and specifications.
- B. Flushing: All water lines shall be thoroughly out before heads are installed.
- C. Location and arc of heads shall be adjusted, if required to eliminate any dry spots, over water or spillage on adjacent areas.
- D. All seeded area sprinkler heads shall be installed adjacent to existing walks, curbs, or other paved areas, shall be set to the grade of the improvements. In established lawn areas the sprinkler heads shall be set to existing grade.
- E. All shrubbery heads to be installed within three (3) feet of curbs shall be set to a maximum height of six (6) inches above the grade of the curb. Shrubby heads installed in all other areas shall be twelve (12) inches above finished grades unless otherwise indicated on the plans. Pop-up shrub heads shall be installed as detailed.

3.8 DRAWINGS OF RECORD AND TURNOVER ITEMS

- A. Record Drawings: The Contractor shall provide and keep up to date, a complete record set of project prints which shall be corrected daily and show every change from the original drawings and specifications and the exact locations, sizes and kinds of equipment. Prints for this purpose may be obtained from the Owner. This set of drawings shall be kept on the site and shall be used only as a record set.
- B. The drawings shall also serve as work progress sheets, and the contractor shall make neat and legible annotations thereon daily as the work proceeds, showing the work as actually installed. These drawings shall be available at all times for inspections and shall be kept in a location designated by the Owner.
- C. In order to complete the record drawings in a neat, legible manner, the contractor shall employ a competent Auto CAD draftsman, satisfactory to the Owner's authorize representative, to indicate the necessary changes on an electronic set of drawings in Auto CAD. An electronic copy and a set of prints of the record drawings is to be delivered to the Owner two weeks prior to the final review by the Landscape Architect.
- D. The contractor shall dimension from two (2) permanent points of reference, building corners, sidewalks, or road intersections, etc., the location of the following items:
 - 1. The routing of the sprinkler main lines
 - 2. Point of connections to the existing water lines
 - 3. Decoders, and wire locations.
 - 4. Master valves, flow sensors, control valves, and isolation valves
 - 5. Hose Bibs

6. Any other pertinent underground item, if so deemed by the Landscape Architect.

E. Controller Charts:

1. Provide one controller chart for each controller supplied.
2. Record drawings shall be recommended for approval by the Landscape Architect before charts are prepared.
3. These charts shall be completed and reviewed prior to final observation of the irrigation system, and prior to final payment.
4. Update and prepare new controller charts at end of the 1 year maintenance period.
5. The chart shall show the area controlled by automatic controller and shall be no larger than the 24" x 36" original.
6. The chart is to be a reduced drawing of the actual system. However, the chart shall only be reduced to a size which is completely legible.
7. Chart shall be black line print and shall be colored with a different color for each station.
8. The chart shall be mounted using Velcro, or an approved equal type of tape.
9. When completed and recommended for approval, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils thick.

F. Turnover Items, supply as part of this contract the following items:

1. Contractor is to provide to the Crafton Hills College Maintenance and Operations department the quantity equal to 10% of the equipment and materials installed as part of this project contract. If the quantity is less than ten (10) the contractor shall provide minimum of one (1) extra of each equipment type.
2. Two (2) complete Calsense controller assemblies, Model #CS3-24-S/CS3-SR-KIT/CS3-FL
3. One (1) spare Calsense 2-station decoder, model CS-2W-2ST.
4. One (1) spare Calsense P.O.C. decoder, model CS-2W-POC.
5. One (1) spare Flomex flowmeter, model QS200.
6. Three (3) spare Calsense station add-on card and terminal boards, model CS3-8STA-KIT.
7. Twenty-four (24) spare 3M Scotchcast No. 3570G-N connector sealing packs.
8. Four (4) spare standard valve boxes w/purple lids.
9. Six (6) spare Hunter I-50 rotors w/nozzles.
10. Two (2) keys for each automatic controller.
11. Two (2) service and instructional manuals for each equipment type installed.
12. Backflow device valve handles and Water Department inspection documentation.

3.9 TESTS

A. Pressure Tests:

1. All pressure lines shall be tested under hydrostatic pressure of 125 pounds per square inch, and all non-pressure lines shall be tested under the existing static pressure and both be proved watertight. Contractor shall provide all equipment for hydrostatic tests at no cost to the Owner.
2. Pressure shall be sustained in the lines for not less than two (2) hours. If leaks develop, the joints shall be replaced and the test repeated until the entire system is proved watertight.

3. Tests shall be observed and recommended for approval by the Landscape Architect prior to backfill.

3.10 REVIEWS

- A. Normal Progress Reviews: Normal progress reviews shall be requested from the Architect at least 48 hours in advance of any anticipated review. A review will be made by the Architect on each of the steps listed below. The Contractor will not be permitted to initiate the succeeding steps of work until he has received written approval to proceed by the inspector.
 1. Immediately prior to the commencement of the work of the section.
 2. Irrigation materials and equipment to be used.
 3. After trenching and before backfill.
 4. Completion of line testing, test to be made prior to backfill.
 5. After placement of each controller.
 6. Final review and receipt of "Record Drawings"/"Controller Charts".
 7. Final acceptance of project by Owner.
 8. In no event shall the Contractor cover up or otherwise remove from view any work under this contract without prior approval. Any work covered prior to review shall be opened to view by the Contractor, at his expense.
- B. Unprepared Review Requests: In the event the Contractor requests review of work and said work is incomplete, the Contractor shall be responsible for review cost.
- C. Completion: The work will be accepted, in writing, when the whole shall have been completed satisfactorily to the Owner and the Architect. In judging the work, no allowance for deviation from the original plans and specifications will be made unless already approved by Owner, in writing, at the proper times.
 1. Leave the entire installation in complete operating order, free from any and all defects in material, workmanship or finish, regardless of any discrepancies and/or omissions in plans or specifications.
 2. Remove from the site all debris and rubbish resulting from the work, and leave the installation in clean condition.

3.11 GUARANTEE

- A. General: The entire irrigation control system, including all work done under this contract, shall be guaranteed against all defects and fault of material and workmanship for a period of one (1) year following the filing of the Notice of Completion. All materials used shall carry a manufacturer's guarantee of one (1) year.

Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by the Contractor at no additional expense to the District within ten (10) calendar days of receipt of written notice from the District. When the nature of the repairs as determined by the District constitute an emergency (e.g. broken pressure line) the District may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the District by the Contractor, all at no additional cost to the District.

- B. Form of Guarantee: Guarantee shall be submitted on Contractors own letterhead as follows:

FORM OF GUARANTEE FOR SPRINKLER IRRIGATION SYSTEM

We hereby guarantee that the irrigation control system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the drawings and specifications, ordinary wear and tear and unusual abuse, or neglect excepted. We agree to repair or replace any defects in materials or workmanship which may develop during the period of one year from date of filing of the Notice of Completion and also the repair or replace any damage resulting from the repairing or replacing of such defects at no additional cost to the District. We shall make such repairs or replacements within 10 calendar days following written notification by the District. In the event of our failure to make such repairs or replacements within the time specified after receipt of written notice from the District, we authorize the District to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT: _____
LOCATION: _____
SIGNED: _____
ADDRESS: _____

PHONE: _____

- C. After the system has been completed, the Contractor shall instruct the District M&O Department Representative in the operation and maintenance of the system and shall furnish a complete set of operating instructions.
- D. Any setting of trenches which may occur during the one-year period following acceptance shall be repaired to District's satisfaction by the Contractor without any additional expense to the District. Repairs shall include the complete restoration of all damage to planting, paving or other improvements of any kind as a result of the work.

3.12 MAINTENANCE

- A. Maintenance of irrigation system prior to job completion, and during the Landscape Maintenance period, shall be the responsibility of the Contractor including, but not limited to, the following:
 - 1. Volume of water being applied (coordinate with landscape maintenance.)
 - 2. Programming of the controller (coordinate with landscape maintenance.)
 - 3. Repairing leaking valves, etc.
 - 4. Any other problem areas which occur after installation attributed to the irrigation system.
 - 5. Repair or replace equipment due to acts of vandalism, theft or pest damage.

END OF SECTION

SECTION 02800 - PLANTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the "Standard Specifications for Public Works Construction, (SSPWC)" latest edition, shall apply except as modified herein.

1.2 SCOPE

- A. Work of this Section includes all material, equipment, and labor necessary for and incidental to completing all Landscape Planting work as indicated on the Drawings, or as reasonably implied, or as designated herein, including, but not limited to, the following.
 - 1. Soil testing approvals.
 - 2. Weed abatement.
 - 3. Soil preparation.
 - 4. Finish grading.
 - 5. Preparation of all planting holes.
 - 6. Furnishing and installation of all plant materials unless otherwise noted.
 - 7. Sodding indicated turf area.
 - 8. Furnishing and installation of all required fertilizers, planting backfill materials, top
 - 9. Dressing and miscellaneous materials.
 - 10. Providing plant establishment (30 days).
 - 11. Providing landscape maintenance (90 days).
 - 12. Clean-up and weeding of all landscape areas.
 - 13. One year guarantee.

1.3 RELATED WORK SPECIFIED ELSEWHERE

- A. Irrigation: Section 02441

1.4 QUALITY ASSURANCE

- A. The Contractor shall provide at least one person who shall be present at all times during execution of this portion of the work, who shall be thoroughly familiar with the type of materials being installed and the proper materials and methods for their installation, and who shall direct all work performed under this Section.
- B. All plants and planting material shall meet or exceed the specifications of Federal, State and County laws requiring inspection for plant disease and insect control.
- C. Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock as adopted by the American Association of Nurserymen, and California Department of Agriculture regulations.

- D. The Applicator of all weed control materials shall be licensed by the State of California as a Pest Control Operator and a Pest Control Advisor in addition to any subcontractor licenses that are required.
- E. All materials and methods used for Weed Abatement must conform to Federal, State, and Local Regulations.

1.5 APPROVALS

- A. All irrigation system work shall be inspected for recommended approval by the Landscape Architect and/or the District prior to start of any work in this section.

1.6 TESTING

- A. An Agricultural Soil Suitability Report for all planting areas shall be obtained by the Contractor, after completion of rough grading, and prior to start of soil preparation work. The Contractor, at his own expense, shall submit at least four (4) site soil samples to a Soil Laboratory recommended by the Landscape Architect. Samples are to be taken from the top six inches (6") of soil in areas to receive planting. All test results and recommendations shall be provided to the Landscape Architect and/or the District. The requirements for fertilization and amendments as specified herein, may be modified as necessary prior to start of work in this section.
- B. After the completion of soil preparation and prior to the start of any planting, soil samples shall again be taken. Quantity and methods shall be the same as previously executed. Contractor shall not commence planting until so directed by the Landscape Architect and the District.

1.7 SUBMITTALS

- A. Materials lists: Within forty-five (45) days after award of the Contract, submit a complete list of all materials proposed to be furnished and installed under this Section, demonstrating complete conformance with the requirements specified.
 - 1. Materials list shall include the weed control materials and quantities per acre intended for use in controlling the weed types prevalent and expected on the site, as supplied by the Pest Control Advisor. Pest Control Advisor shall furnish the Landscape Contractor and Landscape Architect data to demonstrate the compatibility of the weed control materials and methods with the intended plant and seed varieties.
- B. Certificates: Deliver all certificates to the Landscape Architect upon delivery to job site. Include:
 - 1. Quantity of commercial fertilizers used.
 - 2. Quantity of soil amendments.
 - 3. Quantity of seed.
 - 4. Quantity of plant material.

1.8 PRODUCT HANDLING

- A. Delivery and Storage:
 - 1. Deliver all items to the job site in their original containers with all labels intact and legible at time of Landscape Architect's review.
 - 2. Immediately remove from the site all plants which are not true to name, and all materials which do not comply with the specified requirements.

3. Use all means necessary to protect plant materials before, during, and after installation and to protect the work and materials of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the recommended approval of the Landscape Architect and at no additional cost to the District.

1.9 RESPONSIBILITY AND COORDINATION DURING WEED ABATEMENT

- A. During Weed Abatement procedures, the Landscape Contractor is responsible for the erection of all signs and barriers required to prevent intrusion into the treated areas and to notify the public.
- B. No material or methods used for Weed Abatement shall affect the landscape planting or hydroseed germination. No material or method shall render the job site unusable for more than ten (10) days from date of application.

PART 2 - MATERIALS

- A. All materials shall conform to the requirements of Section 212 of the Standard Specifications, except as modified herein.

2.2 LANDSCAPE FINISH GRADING

- A. Site topsoil material - No import soil.

2.3 NON-SELECTIVE HERBICIDES

- A. Non-selective contact herbicide and/or non-selective systemic herbicides (as recommended by the Pest Control Advisor).

2.4 SELECTIVE HERBICIDES

- A. Selective pre-emergent herbicides ('Ronstar G' or equal or as recommended by the Pest Control Advisor).

2.5 SOIL CONDITIONERS AND FERTILIZERS

- A. Soil conditioners may include any or all of the conditioners herein specified and shall be applied at rates indicated on the plans or as determined by the Agronomical Soils Report.

SoilPro Products Compost

Available from:

Inland Empire Regional Composting Authority
12645 Sixth Street
Rancho Cucamonga, CA 91739
909-993-1500

2.6 PLANT MATERIALS

- A. Nomenclature: The scientific and common names of plants herein specified conform to industry standards. (Refer to list of plant materials on Drawings).
- 1. Right of Review: The Landscape Architect reserves the right to recommend approval or rejection at any time upon delivery or during the work, any or all plant material regarding size, variety or condition.

2.7 SODDED TURF

- A. Sod type per planting plan. Submit product information to District for approval.

PART 3 - EXECUTION

Installation shall conform to the requirements of Section 308 of the "Standard Specifications," except as modified herein.

3.1 GENERAL

- A. Prior to the start of work of this Section, all trash and deleterious materials on the surface of the ground shall be removed and legally disposed of.

3.2 WEED ABATEMENT

- A. Prior to the installation of the irrigation system, all weed growth shall be removed within the areas designated to be cleared and grubbed. Refer to plans for limit of work.
 - 1. If in the opinion of the Pest Control Advisor, perennial grasses and weeds existing in the planting areas will require control prior to removal, spray these areas per Pest Control Adviser's recommendations. Allow herbicide to kill all weeds. Rake or hoe off all dead weeds to a depth of one to two inches (1" to 2") below the surface of the soil. Physically remove all weeds from the site.
- B. Upon completion of the irrigation system and rototilling of soil amendments into the soil and immediately preceding the installation of plant material, perform weed abatement as follows, and per Pest Control Advisors recommendation.
 - 1. Apply Sulfate of Ammonia at the rate of five pounds (5 lbs.) per one thousand square feet (1,000 sf.) to all planting areas.
 - 2. Irrigate area for fourteen (14) consecutive days, to germinate existing weed seeds.
 - 3. Apply by spray a non-selective herbicide to eradicate all existing weeds. Do not irrigate for seven (7) days after application.
 - 4. Remove weeds after herbicide has had time to sufficiently kill. Remove all dead weeds by rake or hoe to a depth of one to two inches (1" to 2") below the surface of the soil. Remove all weed residue and top growth and dispose of in a legal manner.

3.3 SOIL PREPARATION AND FINE GRADE

- A. Soil Preparation: Prior to spreading soil amendments and prior to installation of irrigation systems, cross-rip or otherwise till to a depth of ten inches (10") all planting areas to receive soil

preparation. All rock one inch (1") and larger shall be removed to a depth of twelve inches (12"). Dispose of all debris off-site in a legal manner.

- B. Planting Areas: To all planting areas (turf, shrub and groundcover), uniformly broadcast soil amendments and thoroughly incorporate to a minimum six inch (6") depth by means of a rototiller or equal.
- C. Soil Amendments are to be thoroughly incorporated at the following rates per one thousand square feet (1,000 sf.) by rototilling or other approved method:
 - 1. 3 cu. yds. SoilPro
 - a. (Mix to be used for bidding purposes only, to be verified with Agronomical Soils Test.)
- D. Finish Grade:
 - 1. Rough grade has been left within one tenth (1/10) of one foot (1") of finish grade.
 - 2. Work such as fine grading and light cultivation are required of all planting areas indicated on plan to prepare grades prior to planting.
 - 3. After approximate finished grades have been established, all soil areas shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve inches (12").

3.4 FINAL GRADES

- A. After the foregoing specified deep watering, minor modifications to grade may be required to establish the final grade. These areas shall not be worked until the moisture content has been reduced to a point where working it will not destroy soil structure.
- B. Finish grading shall ensure proper drainage of the site.
- C. Finished surfaces shall be smooth and even between contours; shapes shall be to the satisfaction of the Landscape Architect.
- D. All areas shall be graded so the final grades will be one inch (1") below adjacent paved areas, sidewalks, valve boxes, clean-outs, drains, manholes, etc.
- E. Surface drainage shall be away from all building foundations.
- F. Eliminate all erosion scars.
- G. The Contractor shall request a review by the Landscape Architect for recommended approval of the final grades and elevations before beginning planting operations.

3.5 SODDED TURF

- A. Turf grass shall be planted by sod laying.
- B. Sodding - irrigate areas to be sodded prior to installation. Moisture shall be uniformly present to a depth of 2". Sod shall be installed within one day of delivery, rolls shall be placed in shaded areas prior to installation. Sod shall conform to all lawn shapes as designated per plan and shall be installed in such a manner as to visually eliminate all joints and edges of sod strips. Following installation, irrigate turf areas thoroughly to provide even moisture penetration. Roll all sod prior to beginning installation within two (2) hours - prior to beginning irrigation, sod shall be uniformly smooth in appearance and shall be flush with the finished grade of all walks, curbs, etc.

- C. Maintenance - three (3) weeks following installation of turfgrass, areas shall be mowed regularly at intervals not exceeding once per week. Mowing shall be done with sharp, well adjusted mowers or cut more than half the existing top growth in one mowing. Mowing heights shall be per manufacturer's recommendations. Turfgrass areas that do not properly grow shall be resodded as necessary. At the termination of the maintenance period all turfgrass areas shall be completely covered, leaving not barren spots larger than three inches (3") x three inches (3").

3.6 WATERING

- A. Apply water to all planted areas during operations and thereafter, until acceptance of the work.
- B. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas sufficiently moist at all times, well below the root system of grass and plants.
- C. All turf areas shall be kept damp at all times and irrigation should be adjusted accordingly. This normally would involve four (4) to six (6) watering periods daily, each watering period (ON) regulated to just dampen the mulch without creating run off.
- D. Intervals between irrigation (OFF) sequence should be judged by the length of the time mulch remain damp. Once the mulch begins to dry out, the water (ON) sequence should be repeated.

3.7 ESTABLISHMENT AND MAINTENANCE PERIOD

- A. The Contractor shall continuously maintain all areas involved in this contract during the progress of the work and during the establishment and maintenance period until final acceptance of the work by the District.
- B. Plant establishment period: The contractual establishment period shall be for no less than thirty (30) continuous calendar days. The contractual establishment period begins on the first day after all planting in this project is completed and accepted and the planted areas are brought to a neat, clean and weed free condition.
 - 1. Any day upon which no work will be required, as determined by the Landscape Architect, will be credited as one of the plant establishment working days regardless of whether or not the Contractor performs plant establishment work.
 - 2. Any day when the Contractor fails to adequately maintain plantings, replace unsuitable plants or do weed control or other work, as determined necessary by the Landscape Architect, will not be credited as one of the plant establishment working days.
 - 3. In order to carry out the plant establishment work, the Contractor shall furnish sufficient men and adequate equipment to perform the work during the plant establishment period.
 - 4. Improper maintenance or possible poor condition of any planting at the termination of the scheduled establishment period may cause postponement of the final acceptance of Plant Establishment. Contractor shall bear all costs for extension of the Plant Establishment period.
- C. Plant Maintenance Period: The contractual maintenance period shall be no less than thirty (30) continuous calendar days, and shall begin at the acceptance of the Plant Establishment Period.
 - 1. All areas shall be kept free of debris, and all planted areas shall be weeded at intervals of not more than ten (10) days. Watering, trimming, fertilization, spraying and pest control, as may be required, shall be included in the maintenance period. Maintenance shall include pest control (squirrel, gopher, rabbits, etc.).
 - 2. Post fertilize all turf areas at the end of 30 days (of maintenance) at the rate of five pounds (5 lbs.) per one thousand square feet (1,000 s.f.) using ammonium sulfate, evenly applied

and thoroughly watered in. For the final feeding of all areas, use 12-8-8 Gro-Power Controlled Release Nitrogen at the rate of thirty pounds (30 lbs.) per one thousand square feet (1,000 s.f.).

3. Mowing of turf will commence when turf grass has reached a height of one and one-half inches (1 1/2"). Turf shall be cut with a reel type mower at a one (1) inch height. Mowing will be at least weekly after the first cut. Turf must be well established and free of bare spots and weeds to the satisfaction of the Landscape Architect prior to final acceptance by the District. Excess grass clippings, as determined by the Landscape Architect, shall be picked up and removed from the site and premises.
4. The Contractor shall maintain the irrigation systems in a like new operating condition; adjusting head heights and spray arcs as necessary. The Contractor is responsible for proper watering of all planting areas, for providing any necessary supplemental water as may be required, and shall replace any material damaged due to improper moisture.
5. During the maintenance period, the Contractor shall be responsible for maintaining adequate protection for all planting areas. Any damaged areas shall be repaired and any plant materials replaced at the Contractor's expense.
6. The Contractor's maintenance period will be extended past thirty (30) days if these provisions are not filled.

3.8 GUARANTEE AND REPLACEMENT

- A. All plant material installed under the contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for a period of one (1) year. Any plant found to be dead or in poor condition due to such faulty materials or workmanship, as determined by the Landscape Architect, shall be replaced by the Contractor at his expense.
- B. Any material found to be dead, missing, or in poor condition during the establishment period shall be replaced immediately. The Landscape Architect shall be the judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the contractor within fifteen (15) days of written notification by the District.
- C. Replacement shall be made to the same specifications required for original plantings within five (5) working days after written notification.
- D. Material and Labor involved in the replacing of material shall be supplied by the Landscape Contractor at no additional cost to the District.

3.9 REVIEWS

- A. Normal progress reviews shall be requested from the Landscape Architect at least forty-eight (48) hours in advance of an anticipated inspection. A review will be made by the Landscape Architect on each of the steps listed below. The Contractor will not be permitted to initiate the succeeding steps of work until he has received written recommendation of approval to proceed by the Landscape Architect.
 1. Immediately prior to the commencement of the work on this Section.
 2. Preparation of areas of turf installation.
 3. Final review, start of establishment & maintenance period.
 4. After thirty (30) day plant establishment & maintenance.
 5. Final acceptance of project/thirty (30) day maintenance.

END OF SECTION

SECTION 03 10 00 - CONCRETE FORMWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the "Standard Specifications for Public Works Construction," latest edition, Section 302-6, shall apply except as modified herein.

1.2 SCOPE

- A. Work of this Section includes all materials, labor and equipment necessary for and incidental to completing the Concrete Form work, as shown on the Drawings, as reasonably implied, or as specified herein, including, but not limited to, the following:
 - 1. Forms for all concrete.
 - 2. Shoring and bracing.
 - 3. Setting of embedded items.
 - 4. Removal of forms.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Concrete: Section 03 30 00

1.4 STANDARDS

- A. Materials and workmanship shall conform to the requirements of all applicable building codes, except that requirements specified herein shall govern where they exceed those in the Building Code. Refer and comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified:

American Concrete Institute, ACT 347, "Recommended Practice for Concrete Form work."

1.5 QUALITY ASSURANCE

- A. Provide all openings in concrete Form work to accommodate work of other trades; accurately determine size and location of openings, recesses, etc., from trades providing or requiring such items; place items required for incorporating into concrete accurately and securely supported on forms.
- B. Base form and false work design on required values of live and dead loads, weight of moving equipment on Form work, height of concrete drop, foundation pressures, stresses, lateral stability and other safety factors required during construction.
- C. Materials used in Form work may not be reused except for use in other forms, without the Landscape Architect's recommended approval.
- D. Contractor shall verify drawing dimensions with actual field conditions. Inspect related work and adjacent surfaces. Report to the Landscape Architect all conditions which prevent proper execution of this work.

SECTION 03 10 00 - CONCRETE FORMWORK

- E. Use various form types as specified below. Refer to Concrete Section 03300 and use form materials for best results. All forms shall have a smooth straight upper edge and shall be free of any warping.

PART 2 - MATERIALS

All materials shall conform to Section 204 of the Standard Specifications except as modified herein.

2.1 FORM COATINGS

- A. Non-grain-rising and non-staining type that will not leave residue on surface of concrete or adversely affect bonding to concrete of paint, plaster, mortar or other applied materials. Coatings containing mineral oils or other non-drying ingredients will not be permitted. Submit manufacturer's data.

2.2 LUMBER

- A. Lumber shall be "Construction Grade" Douglas Fir.

2.3 PLYWOOD

- A. Plywood shall be of grade Exterior B-B. All plywood shall be at least 5/8" thick, and edge sealed. Plywood for forming exposed concrete shall be Plyform.

2.4 METAL FORMS

- A. Removable metal forms shall be of proper gauges and sizes, carefully aligned and fitted. Removable metal forms shall be properly reconditioned for use, clean, free from dents, bends, rust, oil or other coatings, and shall receive the recommended approval of the Landscape Architect prior to installation.

2.5 FORM TIES

- A. Prefabricated rod, flat band or wire type, or threaded internal disconnecting type of sufficient tensile strength to resist all imposed loads of fresh concrete and with external holding devices of adequate bearing area. Ties shall permit tightening and spreading of forms and leave no metal closer than one and one-half inches (1-1/2") from surfaces.

2.6 FORM TYPES

- A. Use Plywood or Metal Forms as specified above for exposed surfaces.
- B. Use Boards or Plywood as specified above for concealed surfaces.

SECTION 03 10 00 - CONCRETE FORMWORK

PART 3 - EXECUTION

3.1 GENERAL

- A. Build forms to exact shapes, sizes, lines and dimensions as required to obtain accurate alignment, locations and grades, and level and plumb work. Provide for openings, offsets, keyways, recesses, chamfers, blocking, joint screeds, anchorages and other required features.
- B. Use metal spreaders to provide accurate spreading of forms and positive tying of forms together.
- C. Provide for recesses, rebates, drips and profiles as detailed.
- D. Forms shall be of materials and construction adequate to safely support all loads, so that no sagging, leakage or displacement occurs during and after pouring of concrete.
- E. Form joints shall not show in exposed concrete.
- F. Clean-outs and Cleaning - Provide temporary openings in wall and column forms for cleaning and inspection. Prior to pouring, clean all forms and surfaces to receive concrete.
- G. Provide 3/8" x 3/8" chamfer strips for exposed corners unless otherwise indicated. Use eight feet (8') long plywood for exposed surfaces.
- H. Fabricate form for easy removal without hammering or prying against the concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where slope is too steep to place concrete with bottom forms only.
- I. Forms shall be set with the upper edge of the board true to line and grade and shall be staked rigidly in place with stakes set not more than four feet (4') apart.
- J. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt and all other debris just before concrete is placed. Re-tighten forms during and after concrete placement if required to eliminate mortar leaks.
- K. Clean and repair surfaces for forms to be reused in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new form-coating compound material to concrete contact form surfaces.
- L. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove pins and tighten form to close joints. Align and secure joints to avoid offsets. Do not use "patched" forms for exposed concrete surfaces. Forms are to be inspected prior to pouring concrete.

3.2 FORM COATINGS

- A. Coat the contact surfaces of forms with a form-coating compound before reinforcement is placed. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatments of concrete surfaces requiring bond or adhesion, nor impede wetting of surfaces to be cured with water or curing compound.
- B. Thin form-coating compounds only with thinning agent of type, and in amount, and under conditions of the form-coating compound manufacturer's directions. Do not allow excess form-coating material to accumulate in the forms or to come into contact with concrete surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

SECTION 03 10 00 - CONCRETE FORMWORK

3.3 REGRETS & REBATES

- A. Each affected trade required to fasten work to the structure, or to insert therein any piping, conduit, duct, box bolt, anchor, insert or other rough hardware, shall set such items securely and accurately in the forms. Be responsible for any and all changes in such piping, box, bolt, anchor, inserts and other rough hardware after they have been set in the forms.
- B. Conduits and pipes in concrete slabs will be permitted to be embedded therein under the following conditions:
 - 1. Conduit or pipe diameter shall not exceed one-third (1/3) of the slab thickness
 - 2. Minimum spacing of conduit or pipe shall be three (3) diameters
 - 3. There shall be a minimum separation of one inch (1") from parallel reinforcing steel and conduit
 - 4. Minimum concrete coverage over conduits and pipes shall be one inch (1")
 - 5. No crossovers will be permitted except as specifically detailed
 - 6. No reinforcing steel shall be bent or displaced to permit passage of conduit or pipe
 - 7. No conduit or pipe shall be placed in slabs four and one-half inches (4-1/2") and less in thickness, unless specifically detailed or specifically authorized by the Landscape Architect
- C. Build into forms special features as the character and requirements of work dictate.
- D. Place pouring strips in the forms wherever horizontal construction joints are made in exposed concrete. Place pouring strips level and place concrete flush with the top of the pouring strip. After cleaning concrete surfaces and just ahead of placing of subsequent concrete, tighten form ties to conceal shrinkage.
- E. Carefully check with other trades before completing forms and placing concrete to determine all embedded items are in place in the forms. Set miscellaneous anchors, bolts, ties, dowels, plates, etc. necessary to complete the work as detailed. Embed no wood blocks other than treated built-in blocks or nailing blocks in concrete.

3.4 FORM REMOVAL

- A. Remove forms only when concrete has developed sufficient strength to sustain its own weight and super-imposed loads.

3.5 PAYMENT TERMS

- A. Payment for concrete formwork will be at the unit cost price bid for concrete. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in concrete formwork as herein specified. A 10% retention shall apply to all concrete work.

END OF SECTION

SECTION 03 30 00 - CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. The provisions of the "Standard Specifications for Public Works Construction," latest edition, shall apply except as modified herein.

1.2 SCOPE OF WORK

- A. Work of this Section includes all material, equipment, and labor necessary for and incidental to completing all Concrete Work, as shown on the Drawings, as reasonably implied, or as specified herein, including, but not limited to, the following:
 - Exterior walks and slabs as shown on Drawings.
 - Curbs, gutters, and mowing curbs.
 - Cast-in-place concrete.
 - Miscellaneous concrete items.
 - Setting of items to be inserted into concrete.
 - Cement, finish, joints, saw cutting, and patching.
 - Curing.
 - Testing.

1.3 RELATED WORK SPECIFIED ELSEWHERE

Irrigation:	Section 32 80 00
Concrete Form work:	Section 03 10 00

1.4 STANDARDS

- A. Testing, materials and workmanship shall conform to the requirements of all applicable building codes, except that requirements specified herein shall govern where they exceed those in the Building Code.

1.5 SMOOTHNESS TOLERANCE

- A. Cement finish surfaces shall be of such smoothness and evenness that they shall contact the entire length of a ten foot (10') straight edge laid in any direction, with an allowable tolerance of one-eighth inch (1/8"). Any operations necessary to achieve this result shall be performed by the Contractor at no additional cost to the City.
- B. No patching will be permitted to correct defective work; defective Sections shall be removed to the nearest score line or construction joint and replaced. No extension of time will be allowed for correcting defective work.

1.6 INSPECTIONS

- A. Inspections will be required. Contractor shall call for inspection a minimum of forty-eight (48) hours (two working days) prior to need.

SECTION 03 30 00 - CONCRETE

1. The Contractor shall call for inspection upon completion of each of the following specific phases of construction, each prior to pour:
 - a. All form work placement/construction.
 - b. All footing excavation.
 - c. Sub-grade preparation.
 - d. Steel reinforcing placement.
- B. Any work covered prior to inspection shall be opened to view by the Contractor at his expense.

1.7 TESTING

- A. All testing shall be as required by the "Standard Specifications."

PART 2 - MATERIALS

- A. All materials shall conform to Section 201-1.2 of the "Standard Specifications."

2.1 "OR APPROVED EQUIVALENT" PRODUCTS

- A. This project is a Public Works project. Sole sourcing of material is not allowed. Any reference or call out on the plans and/or in the specifications to a specific manufacturer shall be interpreted as "or approved equivalent". The City Engineer's and Landscape Architect's approval is required as to whether or not a product meets the City's standard to be an approved equivalent. Bidders shall use the pricing for the products as specified to avoid risks of disapproval. No substitutions will be considered prior to the award of the contract.

2.2 CONCRETE

- A. Concrete shall be a minimum five (5) sack mix, with a maximum four inch (4") slump, 2,500 pounds per square inch ultimate compressive strength at twenty-eight (28) days and shall conform to Concrete Class Use Table, Section 201-1, of the Standard Specifications.

2.3 ADMIXTURE:

- A. Admixture shall be WRDA® 64, a polymer based aqueous solution which produces a concrete with lower water content, greater plasticity and higher strength, as manufactured by Grace Construction Products, or equal. The admixture shall not contain calcium chloride and shall comply with ASTM Designation C494, Type A water-reducing (or Type D water-reducing and retarding) admixtures.

2.4 REINFORCING STEEL

- A. Shall be in accordance with Section 201-2 of the "Standard Specifications."

SECTION 03 30 00 - CONCRETE

2.5 EXPANSION JOINTS

- A. Expansion joint material shall be foam material "Flexcell" as manufactured by Celotex Corporation, conforming with ASTM Standard D1751-61, "Fleximastic," conforming to ASTM D1190, or approved equal. Only one type of material to be used throughout the job. Submit samples of preformed materials for approval of the City.

2.6 SCORE JOINTS

- A. Shall be as shown on the plans and details.

2.7 CONCRETE CURING COMPOUND

- A. Shall be Type 1 - in conformance with Section 201-4 of the "Standard Specifications."

2.8 FORM LUMBER

- A. Shall be Douglas Fir, construction grade or better, in conformance with Section 303-1.3 of the "Standard Specifications."

PART 3 - EXECUTION

- A. All work shall conform to the requirements of Section 303 of the "Standard Specifications."

3.1 GENERAL

- A. The Contractor shall provide copies of all load tickets for all transit-mixed concrete delivered to the site.
- B. All concrete slabs shall slope to drain. Depressions in the slab surface that hold water ("bird baths") will not be acceptable.
- C. Install concrete and cement finish work true to lines, dimensions and grades.
- D. Protect all finished concrete from graffiti. The Contractor shall provide watchmen as required to insure a graffiti-free surface. Stoning and/or patching of concrete surfaces will not be permitted. Whole sections must be removed and replaced. A graffitied finish will not be acceptable.
- E. Remove and replace all defective concrete and defective cement finish work. All concrete with cracks shall be deemed unacceptable and the full panel shall be removed and replaced at the Contractor's sole expense. Permission to patch any defective area shall not be a waiver of the City's right to require complete removal of defective work if patching does not restore quality and appearance of work.
- F. No advertising impression, stamp, or mark of any description will be permitted on surface of concrete or cement finish.
- G. Concrete shall be poured prior to 11:00 a.m. Contractor is to guarantee curing of concrete free of graffiti.

SECTION 03 30 00 - CONCRETE

3.2 PLACING CONCRETE

- A. Before placing of any concrete, thoroughly clean all forms, washout with water and make tight. Transport, place and spread concrete in a manner to prevent segregation of aggregate. Reinforcing shall be supported by metal or plastic chairs; concrete supports shall not be used. Refer to Sections 303-1.7 and 303-1.8 of the "Standard Specifications."

3.3 CEMENT FINISH

- A. Exterior slabs and walks-non-slip, uniform light broom surface, transverse to direction of slab, unless otherwise shown on the plans. Finish cast-in-place walls as designated on details.

3.4 CURING

- A. Initial curing shall be moist curing or moisture cover curing, and shall continue for at least 168 cumulative hours (not necessarily consecutive), during which the concrete has been exposed to air temperatures above 50 Degrees F. Avoid rapid drying at the end of the curing period.
- B. Use water that is free of impurities which could etch or discolor concrete surfaces.

Do not use liquid membrane curing compounds on surfaces which are to be covered with a coating material applied directly to the concrete or with a covering material bonded to the concrete, such as other concrete, liquid floor hardener, water-proofing, damp-proof flooring, painting, court surfacing materials and other coatings and finish materials, unless otherwise acceptable to the inspector.

3.5 COORDINATION

- A. All site furnishings, benches, drinking fountains, light poles, etc. shall be set in cured footings prior to placing concrete slabs. All foundations shall cure at least fourteen (14) days prior to placing concrete slabs.

3.6 PAYMENT TERMS

- A. Payment for concrete work will be at the unit cost price bid for concrete. Payment shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work in concrete as herein specified. A 10% retention shall apply to all concrete work.

END OF SECTION