

DOCUMENT 00001

PROJECT MANUAL

INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

BERRYESSA UNION SCHOOL DISTRICT

John Cimino
Interim Program Manager
Measure L Bond Program
Berryessa Union School District
1376 Piedmont Road
San Jose, CA 95132

Advertisement Dates: 3/31/15 and 4/7/15

Mandatory Job Walk Date: Thursday April 9, 2015 at 2:00pm

Bid Due Date: April 23, 2015 at 1:00pm

Contract Number: B-03-2014-15

DOCUMENT 00010

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NOTICE INVITING BIDS

1. **NOTICE:** The BERRYESSA UNION SCHOOL DISTRICT (the "District"), will receive sealed Bids in the Purchasing Department, located at 1376 Piedmont Road, San Jose, California 95132-2498, Telephone (408) 923-1871 BEFORE 1:00 p.m. on April 23, 2015 for the following public work:

Bid B-03-2014-15

INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

2. **PROCUREMENT OF BIDDING DOCUMENTS:** Contract documents are available for review in the Facilities Department Office at Berryessa Union School District, 945 Piedmont Road, San Jose, CA 95132. Contact John Cimino 408-724-0461.
3. **INSTRUCTIONS:** Bidders shall refer to Document 00200 Instructions to Bidders for required documents and items to be submitted in a sealed envelope for deposit in the Purchasing Department, located at 1376 Piedmont Road, San Jose, California 95132-2498 BEFORE the time and date set forth in Paragraph 1 above.
4. **MANDATORY PRE-BID SITE VISIT:** The District will conduct a Mandatory Pre-Bid Conference and Site Visit on Thursday April 9, 2015 at 2:00 pm. Bidders must attend the Pre-Bid Conference and Site Visitation and sign an attendance sheet as a condition of bidding. Please meet at the district Facilities Office, 945 Piedmont Road, San Jose, CA 95132.
5. **BID PREPARATION COST:** Bidders are solely responsible for the cost of preparing their Bids.
6. **REQUIRED CONTRACTOR'S LICENSE(S):** A class "C-13" contractor's license is required to bid this contract. Joint ventures must secure a joint venture license prior to award of this Contract.
7. **CONTRACT TIME:** The start date will be June 22, 2015 and substantial completion shall be on August 7, 2015
8. **DESCRIPTION AND LOCATION OF THE WORK:** The Work includes the installation of chain link security fencing and gates at four school sites
 - Brooktree Elementary School, 1781 Olivetree Dr., San Jose, CA 95131
 - Majestic Way Elementary School, 1855 Majestic Way, San Jose, CA 95132
 - Northwood Elementary School, 2760 East Trimble Rd., San Jose, CA 95132
 - Vinci Park Elementary School, 1311 Vinci Park Way, San Jose, CA 95131

Bidding Documents contain the full description of the Work.

9. **SUBSTITUTION OF SECURITY:** The District will permit the successful bidder to substitute securities for any retention monies withheld to ensure performance of the contract, as set forth in Document 00680 Escrow Agreement For Security Deposits In Lieu Of Retention and incorporated herein in full by this reference, in accordance with Section 22300 of the California Public Contract Code.
10. **PREVAILING WAGE LAWS:** The successful Bidder must comply with all prevailing wage laws applicable to the Project, and related requirements contained in the Contract Documents. Pursuant to law, the Director of the State Department of Industrial Relations has determined general prevailing wages. The wage so established and the conditions pertaining thereto are available from the Department of Industrial Relations at www.dir.ca.gov.

11. SB 854 COMPLIANCE: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

12. FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER:

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement is as follows:

June 20, 2014 [immediate]: Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.

April 1, 2015: For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.

Anytime: For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.

January 1, 2016: The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

Exceptions: The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.

These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.

- 12. BID BOND, PAYMENT BOND, PERFORMANCE BOND:** Each bid must be accompanied by a fully executed Bid Bond or by a Certified or Cashier's Check equal to ten percent (10%) of amount of the Base Bid, payable to the Owner, which shall be given as a guarantee that the successful bidder will enter into a contract for construction satisfactory to the Owner and will provide the required bonds and certificates of insurance in proper form and which shall be deemed liquidated damages for failure or refusal to do so. The successful bidder shall furnish a Faithful Performance Bond for one hundred percent (100%) and Payment Bond (Labor and Materials) for one hundred percent (100%) of the awarded contract amount together with proof of adequate Workman's Compensation and other insurance as specified
- 13. RESERVATION OF RIGHTS:** The District specifically reserves the right, in its sole discretion, to reject any or all Bids, to re-bid, or to waive inconsequential defects in bidding not involving time, price or quality of the work. The District may reject any and all Bids and waive any minor irregularities in the Bids.

END OF DOCUMENT

DOCUMENT 00200

INSTRUCTIONS TO BIDDERS

Bids are requested by the BERRYESSA UNION SCHOOL DISTRICT (the "District"), for a general construction contract, or work described in general, as follows:

CONTRACT NUMBER: B-03-2014-15
INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

1. **RECEIPT OF BIDS:** Sealed Bids will be received by the District BEFORE 1:00 p.m. on April 23, 2015. District will accept Bids only from Bidders duly licensed in accordance with the California Business & Professions Code. District will receive Bids in opaque sealed envelope(s), containing the respective items described in Paragraphs 6 and 7 below. All Bid envelopes will be time-stamped to reflect their submittal time. Envelopes shall be due before 1:00 p.m. District shall reject all Bids received after the specified time and will return such Bids to Bidders unopened. Bidders must submit Bids in accordance with this Document 00200.
2. **CONTACT INFORMATION:** Sealed Bids shall be received in the Purchasing Department, located at 1376 Piedmont Road, San Jose, California 95132-2498. The telephone number for the Purchasing Department is (408) 923-1871.
3. **PROCUREMENT OF BID DOCUMENTS:** Contract documents are available for review in the Facilities Department Office located at 945 Piedmont Road, San Jose, CA 95132. The contact person is John Cimino, Interim Program Manager, 408-724-0461. Contract documents will be available for review at the mandatory pre-bid conference and job walk.
4. **MANDATORY PRE-BID SITE VISIT AND CONFERENCE:** The District will conduct a Mandatory Pre-Bid Conference and Site Visit on Thursday April 9, 2015 at 2:00 pm to consider such matters as Bidders may request with site visitation to immediately follow. Please meet at the district Facilities Office, 945 Piedmont Road, San Jose, CA 95132. Bidders must attend the Pre-Bid Conference and Site Visit and sign an attendance roster as a condition of bidding. The site visitation may be the Bidders' only opportunity to investigate conditions.
 - 4.1 Other Pre-Bid site visitations may be scheduled at the District's sole discretion, and staff availability.
 - 4.2 District will transmit to all parties recorded as having received Bidding Documents such Addenda as District in its discretion considers necessary in response to questions arising at the Pre-Bid Conference. Bidders shall not rely on oral statements. Oral statements will not be binding or legally effective. District will issue Minutes of the Pre-Bid Conference, which shall constitute the sole and exclusive record and statement of the results of the Pre-Bid Conference. The Minutes issued by District are not Contract Documents.
5. **BID SUBMISSION:** Bidder should mark its Bid envelopes as: INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES BID #B-03-2014-15. Bids shall be deemed to include the written responses of the Bidder to any questions or requests for information of District made as part of Bid evaluation process after submission of Bid. Bidder's failure to submit all required documents strictly as required entitles District to reject the Bid as non-responsive.
 - 5.1 The submission of a Bid does not commit the District to award a contract for the Project, to pay costs incurred in the preparation of a Bid, or to procure or contract for any goods or services.
6. **REQUIRED CONTENTS OF BIDS:** All Bidders must submit Bids containing each of the fully executed documents supplied in this Project Manual.

- 6.1 Bidders must submit Bids on Document 00400 Bid Form in accordance with the provisions of Document 00400. The District will reject as non-responsive any Bid not submitted on the required form. Bids must be full and complete. Bidders must complete all Bid items and supply all information required by Bid documents and specifications. The District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must submit clearly written Bids without erasure or interlineation. Bidders must clearly make any changes in the Bid. Bidders shall make any change in the Bid by crossing out the original entry, entering and initialing the new entry. The District reserves the right to reject any Bid not clearly written. Bidders may not modify the Bid Form or qualify their Bids.
- 6.2 Bidders must submit Document 00411 (Bond Accompanying Bid) accompanied by a cashier's check, certified check (certified without qualification and drawn on a solvent bank of the State of California or a National Bank doing business in the State of California) or surety bond of not less than 10% of the base Bid, payable to "Berryessa Union School District", and completed in accordance with the provisions of Document 00411. (District may retain Bid securities and Bid bonds of other than the Apparent Low Bidder for a period of 90 Days after award or full execution of the Contract, whichever first occurs.)
- 6.3 Bidders must submit Document 00420 (Bidder Registration and Experience Form) completed in accordance with the provisions of Document 00420. The District shall reject as non-responsive any Bid submitted without the Bidder Registration and Experience Form.
- 6.4 Bidders must submit Document 00430 (Subcontractors List) completed in accordance with the provisions of Document 00430. The Subcontractors List must include the names of all subcontractors and their respective Bid item sub-Bids for those subcontractors who will perform any portion of work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of the total Bid amount. Any violation of this requirement may result in a Bid being deemed non-responsive and not being considered.
- 6.5 Bidders must submit Document 00481 (Non-Collusion Affidavit) completed in accordance with the provisions of Document 00481. The District shall reject as non-responsive any Bid submitted without the Non-Collusion Affidavit.
- 6.6 Bidders must submit Document 00482 (Bidder Certification) completed in accordance with the provisions of Document 00482. The District shall reject as non-responsive any Bid submitted without the Bidder Certification.
7. **OTHER REQUIREMENTS PRIOR TO BIDDING:** Submission of Bid signifies Bidder's careful examination of Bidding Documents and complete understanding of the nature, extent, and location of Work to be performed. As a condition to Bidding, Bidder must complete tasks listed in Document 00520 (Agreement), Article 5. Submission of Bid shall constitute Bidder's express representation to the District that Bidder has fully completed these tasks.
8. **EXISTING CONDITIONS DRAWINGS AND DATA:** Bidders may examine any available existing conditions information (e.g., record documents, specifications, studies, drawings of previous work), as well as applicable environmental assessment information (if any) regarding the Project, by giving District reasonable advanced notice. District will make copies available for a fee. A Bidder must give five (5) days advanced notice if copies are desired.
9. **ADDENDA:** Bidders shall direct all questions of a technical nature about the meaning or intent of Bidding Documents to the Project Manager in writing. Interpretations or clarifications considered necessary by the Project Manager in response to such questions will be issued by Addenda mailed, faxed, or delivered to all parties recorded as having received Bidding Documents. Addenda will be written and will be issued to each Bidder to the address or fax number supplied by the Bidder. The Project Manager may not answer questions received less than ten Days prior to the date for opening Bids. Only questions answered by

formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- 9.1 Addenda may also be issued to modify the Bidding Documents as deemed advisable by District.
- 9.2 Addenda shall be acknowledged by number with signature in Document 00400 (Bid Form) and shall be part of the Contract Documents. A complete listing of Addenda may be secured from District.
11. **PREVAILING WAGE RATES:** Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations. The wage so established and the conditions pertaining thereto are also available from the Department of Industrial Relations website at www.dir.ca.gov. Contractor shall post the applicable prevailing wage rates at the Job Site(s).
12. **SB 854 COMPLIANCE:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
13. **FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER:**
- All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). The phase-in timetable for this requirement is as follows:
- June 20, 2014 [immediate]:** Any project that was being monitored by the CMU/Labor Commissioner prior to the adoption of SB 854 will continue to be monitored by the Labor Commissioner afterward; and the contractors on those projects must continue to furnish certified payroll records to the Labor Commissioner until the project is complete.
- April 1, 2015:** For all new projects awarded on or after this date, the contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner.
- Anytime:** For projects besides those listed above, the Labor Commissioner may at any time require the contractors and subcontractors to furnish electronic certified payroll records. The Labor Commissioner anticipates requiring this for green energy school projects that receive Proposition 39 funding.
- January 1, 2016:** The requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.
- Exceptions:** The Labor Commissioner may (but is not required to) excuse contractors and subcontractors from furnishing electronic certified payroll records to the Labor Commissioner on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District, and County of Sacramento) or that is covered by a qualifying project labor agreement.
- These new requirements will apply to all public works that are subject to the prevailing wage requirements of the Labor Code, without regard to funding source.**

14. **WITHDRAWAL OF BIDS:** Bidders may withdraw their Bids at any time prior to the Bid opening time fixed in this Document 00200, only by written request for the withdrawal of Bid filed with the District in the Purchasing Department located at 1376 Piedmont Road, San Jose, California 95132-2498. The Bidder or its duly authorized representative shall execute request to withdraw Bid.
15. **BID OPENING:** District will open all Bidders' Envelopes after 1:00 p.m. on the date specified in Paragraph 1 above, initially evaluate them for responsiveness, and determine an Apparent Low Bidder as specified herein.
16. **DETERMINATION OF APPARENT LOW BIDDER:** Apparent Low Bid will be based solely on the total amount of all Bid items based on assumptions contained in Document 00400 (Bid Form). All Bidders are required to submit Bids on all Bid items.
 - 16.1 If any Apparent Low Bidder is determined to be non-responsive or non-responsible, District may proceed to the next Apparent Low Bidder's Bid pursuant to any procedures determined in its reasonable discretion, and proceed for all purposes as if this Apparent Low Bidder were the original Apparent Low Bidder.
17. **BID EVALUATION:** District may reject any or all Bids and waive any informalities or minor irregularities in the Bids. District also reserves the right, in its discretion, to reject any or all Bids and to re-bid the Project. District reserves the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional Bids, and to reject the Bid of any Bidder if District believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. For purposes of this paragraph, an "unbalanced Bid" is one having nominal prices for some Bid items and enhanced prices for other Bid items.
 - 17.1 In evaluating Bids, District will consider Bidders' qualifications, whether or not the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in Document 00400 (Bid Form) or prior to the Notice of Award.
 - 17.2 District may conduct reasonable investigations and reference checks of Bidder and other persons and organizations as District deems necessary to assist in the evaluation of any Bid and to establish Bidder's responsibility, qualifications, financial ability and ability to perform the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time. Submission of a Bid constitutes Bidder's consent to the foregoing. District shall have the right to consider information provided by sources other than Bidder. District shall also have the right to communicate directly with Bidder's surety regarding Bidder's bonds.
 - 17.3 Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures will be resolved in favor of the words.
18. **BID PROTEST:** Any Bid protest must be submitted in writing to the Purchasing Department located at 1376 Piedmont Road, San Jose, California 95132-2498 Attention: Bonny S Gregorius, Purchasing Manager before 4:00 p.m. of the fifth Business Day following opening of the Bidders' envelopes.
 - 18.1 The initial protest document must contain a complete statement of the basis for the protest.
 - 18.2 The protest must refer to the specific portion of the document that forms the basis for the protest.
 - 18.3 The protest must include the name, address, and telephone number of the person representing the protesting party.

- 18.4 Only Bidders who the District otherwise determines are responsive and responsible are eligible to protest a Bid; protests from any other Bidder will not be considered. In order to determine whether a protesting Bidder is responsive and responsible, District may evaluate all information contained in any protesting Bidder's Bid, and conduct the same investigation and evaluation as District is entitled to take regarding an Apparent Low Bidder.
- 18.5 The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- 18.6 The procedure and time limits set forth in this paragraph are mandatory and are Bidder's sole and exclusive remedy in the event of Bid protest. Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest.
19. **AWARD:** If a Contract is to be awarded, it will be awarded to the lowest responsible responsive Bidder. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
20. **SUBSTITUTIONS:** Bidders must base their Bids on products and systems specified in Contract Documents or listed by name in Addenda.
- 20.1 Except as provided in Paragraph 17.4 below, District will consider substitution requests only for "or equal items." Bidders wanting to use "or equal" item(s) may submit Document 00660 (Substitution Request Form) no later than 10 Days prior to submitting their Bids. After that date, the District will not accept "or equal" substitution requests. To assess "or equal" acceptability of product or system, submittals of substitutions shall contain the information required in Document 00660 (Substitution Request Form). Insufficient information will be grounds for rejection of substitution. District shall, within a reasonable period of time after having received a Request for Substitution, issue in writing its decision as to whether the proposed substitute item is an Equal item. District's decision shall be conclusive on all Bidders.
- 20.2 Approved substitutions shall be listed in Addenda and become part of Contract Documents.
- 20.3 Substitutions may be requested after submitting Bids and Award of Contract only in accordance with requirements specified in the Contract Documents.
- 20.4 As further limitation on Bidder's privilege to substitute items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement, either completed or in the course of completion. As to such items, District will not permit substitution.
21. **POST NOTICE OF AWARD REQUIREMENTS:** Successful Bidder must execute and submit the documents set forth in this Document to the District by 4:00 p.m. of the 10th Day following the Notice of Award. Execution of Contract by District depends upon approval of these documents.
- 21.1 Document 00520 (Agreement) must be executed by successful Bidder. Submit THREE originals, each bearing an original signature and initials on each page.
- 21.2 Document 00610 (Construction Performance Bond) must be executed by successful Bidder and surety, in the amount set forth in Document 00610 (Construction Performance Bond). Submit TWO originals.
- 21.3 Document 00620 (Construction Labor and Material Payment Bond) must be executed by successful Bidder and surety, in the amount set forth in Document 00620 (Construction Labor and Material Payment Bond). Submit TWO originals.

- 21.4 Insurance certificates and endorsements required by Document 00821 (Supplementary Conditions—Insurance) must be submitted by successful Bidder. Submit one original set.
- 21.5 District shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. District may elect to extend the time to receive faithful performance and labor and material payment bonds.
- 21.6 Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles District to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.
22. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS:** If Bidder to whom Contract is awarded shall, within the period described in Paragraph 18 of this Document 00200, fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates, and other documents, District may, in its sole discretion, foreclose on Bidder's surety bond, or deposit Bidder's cashier's check or certified check for collection, and retain the proceeds thereof as liquidated damages for Bidder's failure to enter into the Contract Documents. Bidder agrees that calculating the damages District may suffer as a result of Bidder's failure to execute and deliver all required Contract Documents would be extremely difficult and impractical and that the amount of Bidder's required Bid security shall be the agreed and presumed amount of District's damages.
- 22.1 Upon such failure to timely deliver all required Contract Documents as set forth in Paragraph 18 through Paragraph 18.6 of this Document 00200, District may determine the next Apparent Low Bidder and proceed accordingly. Such Award, if made, will be made within ninety (90) days after the opening of the Bid Proposals.
23. **MODIFICATION OF COMMENCEMENT OF WORK:** District expressly reserves the right to modify the date for the Commencement of Work under the Contract and to independently perform and complete work related to the Project. District accepts no responsibility to Contractor for any delays attributed to its need to complete independent work at the Site.
24. **CONFORMED PROJECT MANUAL:** Following Award of Contract, District may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.
25. **INELIGIBLE CONTRACTORS AND SUBCONTRACTORS.** District shall not accept a Bid from a Bidder who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code section 1777.1 or 1777.7. Bidders and the Contractor who is awarded the project contract shall not utilize, or allow work by, any subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to California Labor Code Section 1777.1 or 1777.7. (See California Public Contract Code Section 6109.) The California Division of Labor Standards Enforcement publishes a list of debarred contractors and subcontractors on the Internet at www.dir.ca.gov/DLSE/debar.html.
26. **DEFINITIONS:** All abbreviations and definitions of terms used in this Document 00200 are set forth in Document 00700 (General Conditions) and Section 01420 (References and Definitions).

END OF DOCUMENT

DOCUMENT 00320

GEOTECHNICAL DATA AND EXISTING CONDITIONS**1. REPORT AND INFORMATION**

- 1.1 **Existence of Reports:** The District, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents.
- 1.2 **Inspection of Reports:** Bidders may inspect geotechnical reports and information regarding existing conditions at the Site. These documents are available for review at the Facilities Office located at 945 Piedmont Road, San Jose, California 95132-2498 and copies may be obtained for the cost of reproduction and handling upon Bidder's payment for the costs. These reports, documents and other information, are not part of the Contract Documents. Nevertheless, by submitting a Bid, Bidder accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- 1.3 **Inclusion in Project Manual:** Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents.

2. USE OF INFORMATION ON EXISTING CONDITIONS

- 2.1 **Aboveground Existing Conditions:** Under no circumstances shall District be deemed to make a warranty or representation of existing aboveground conditions, as-built conditions, or other aboveground actual conditions verifiable by reasonable independent investigation. These conditions are verifiable by Bidder by the performance of its own independent investigation that Bidder must perform prior to bidding and Bidder must not rely on the information supplied by District regarding existing conditions. Bidder represents and agrees that in submitting its Bid, it is not relying on any information regarding existing conditions supplied by District.
- 2.2 **Underground Facilities:** Information supplied regarding existing Underground Facilities at or contiguous to the Site is based on information furnished to District by others (e.g., the Districts or builders of such Underground Facilities or others). Except as expressly set forth in this Document 00320, District does not assume responsibility for the accuracy, completeness or thoroughness of this information, and Bidder is solely responsible for any interpretation or conclusion drawn from this information. Except as expressly set forth in this Document 00320, District will be responsible only for the general accuracy of information regarding Underground Facilities, and only for those Underground Facilities that are owned by District. This express assumption of responsibility applies only if Bidder has conducted the independent investigation required of it and discrepancies were not apparent.

3. LIMITED RELIANCE PERMITTED ON CERTAIN GEOTECHNICAL INFORMATION

- 3.1 **Geotechnical Data:** Except as expressly set forth in this Document 00320, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting its Bid, it is not relying on any geotechnical data supplied by District, except as specifically set forth herein.
- A. Bidder may rely upon the general accuracy of the "technical data" contained in the geotechnical reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required of it and discrepancies were

not apparent. The term “technical data” in the referenced reports and drawings shall be limited as follows:

1. The term “technical data” shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment, or structures that were encountered during subsurface exploration.
2. The term “technical data” does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
3. The term “technical data” shall not include the location of Underground Facilities.
4. Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the “technical data” contained in such reports or drawings.
5. Bidder is solely responsible for any interpretation or conclusion drawn from any “technical data” or any other data, interpretations, opinions, or information contained in supplied geotechnical data.

3. INVESTIGATIONS

- 3.1 Before submitting a Bid, each Bidder shall be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents. Bidders shall advise District in writing during the Bid period of any questions, suppositions, inferences or deductions Bidders may have for District’s review and response.
- 3.2 District has provided time in the period prior to bidding for Bidder to perform these investigations.

4. ACCESS TO SITE FOR INVESTIGATIONS

- 4.1 During the Pre-Bid Site Visit(s), District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00200 (Instructions to Bidders) and Document 00700 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Bidder shall supply all equipment required to perform any investigations as each Bidder deems necessary. District has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

DOCUMENT 00335

HAZARDOUS MATERIALS SURVEY

1. SUMMARY

- 1.1 This Document 00335 describes hazardous material surveys included with the Contract Documents and use of data therein.

2. REPORTS AND INFORMATION

- 2.1 The Berryessa Union School District, its consultants, contractors and tenants have prepared documents providing a general description of the Site and locations of hazardous materials subject of the Work. These documents are made available for review and copying. The documents are the following:

1. ASBESTOS REPORT

3. USE OF DATA AND INFORMATION

- 3.1 Data and information regarding the locations of hazardous materials are part of Contract Documents. Bidders may rely on this data and information for general accuracy regarding the location of potentially hazardous materials subject of the Work.
- 3.2 The District does not warrant and makes no representation regarding the completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, or associated structural features. Bidder represents and agrees that in submitting a Bid it is not relying on any such data, information or deductions.

4. INVESTIGATIONS

- 4.1 See Document 00320 (Geotechnical Data and Existing Conditions regarding access to the Site for investigation. Additionally, any investigation performed by Bidder to verify hazardous materials/waste conditions must comply with the provisions of Document 00700 (General Conditions), including but not limited to the requirements regarding compliance with all laws, permits, giving of all notices, and indemnification. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies. Bidders shall also present proof of any additionally required insurance satisfactory to District.

END OF DOCUMENT

DOCUMENT 00400

BID FORM

TO THE BERRYESSA UNION SCHOOL DISTRICT

THIS BID IS SUBMITTED BY:

(Firm/Company Name)

Contract No. B-03-2014-15
INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Berryessa Union School District, ("District") in the form included in the Contract Documents, Document 00520 (Agreement), to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Contract Documents, Document 00100 (Advertisement for Bids), and Document 00200 (Instructions to Bidders), including, without limitation, those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 Days after the day of Bid opening.
3. In submitting this Bid, Bidder represents:
 - (a) Bidder has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Bidder

- (b) Bidder acknowledges receipt of Pre-Bid Conference minutes, if any.
 - (c) Bidder has visited the Site and performed all tasks, research, investigation, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Document 00520 (Agreement), Article 5.
 - (d) Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by the District is acceptable to Contractor.

4. **BASE BID PRICE:** Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money:

_____ (\$ _____)

- Brooktree Elementary School unit price _____
- Majestic Way Elementary School unit price _____
- Northwood Elementary School unit price _____
- Vinci Park Elementary School unit price _____

- 4.1 Allowances: Bidder acknowledges that the quantities listed in Section 01035 Quantity Allowances are included in the above Base Bid Price.

5. Subcontractors for work included in all Bid items are listed on the attached Document 00430 (Subcontractors List).

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

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the undersigned Bidder within the time described in Paragraph 2 of this Document 00400 or at any other time thereafter before it is withdrawn, the undersigned Bidder will execute and deliver the documents required by Document 00200 (Instructions to Bidders) within the times specified therein. These documents include, but are not limited to, Document 00520 (Agreement), Document 00610 (Construction Performance Bond), and Document 00620 (Construction Labor and Material Payment Bond).

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

9. The undersigned Bidder herewith encloses cash, a cashier's check, or certified check of or on a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do a surety business in the State of California, in form specified in Document 00200 (Instructions to Bidders), in the amount of ten percent (10%) of the Total Bid Price and made payable to "Berryessa Union School District."

10. The undersigned Bidder agrees to commence Work under the Contract Documents on the date established in Document 00700 (General Conditions) and to complete all Work within the time specified in Document 00520 (Agreement). The undersigned Bidder acknowledges that the District has reserved the right to delay or modify the commencement date. The undersigned Bidder further acknowledges District has reserved the right to perform independent work at the Site, the extent of such work may not be determined until after the opening of the Bids, and that the undersigned Bidder will be required to cooperate with such other work in accordance with the requirements of the Contract Documents.

11. The undersigned Bidder agrees that, in accordance with Document 00700 (General Conditions), liquidated damages for failure to complete all Work in the Contract within the time specified in Document 00520 (Agreement) shall be as set forth in Document 00520 (Agreement).

12. In accordance with subdivision (b) (1) of Section 1771.5 of the Labor Code, the following notice is given: Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of

Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

13. **SB-854 COMPLIANCE:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

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

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

NAME OF BIDDER: _____

licensed in accordance with an act for the registration of Contractors,

and with license number: _____ Expiration: _____

DIR Registration Number _____

(Place of Incorporation, if Applicable)

(Principal)

(Principal)

(Principal)

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

(Signature of Bidder)

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

Business Address:

Contractor's Representative(s):

(Name/Title)

(Name/Title)

(Name/Title)

Officers Authorized to Sign Contracts

(Name/Title)

(Name/Title)

(Name/Title)

Telephone Number(s):

(Area Code) (Number)

(Area Code) (Number)

Fax Number(s):

(Area Code) (Number)

(Area Code) (Number)

Date of Bid:

END OF DOCUMENT

DOCUMENT 00411

BOND ACCOMPANYING BID

KNOW ALL BY THESE PRESENTS:

That the undersigned _____,
(Name of Contractor)

as Principal and the undersigned as Surety are held and firmly bound unto the Berryessa Union School District,

("District"), as obligee, in the penal sum of _____ Dollars

(\$_____) lawful money of the United States of America being at least ten percent (10%) of the

aggregate amount of said Principal _____'s
base Bid, for the payment of which, well and truly to be made, we bind ourselves, our successors, executors,
administrators, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal is submitting a Bid for:

Contract No. B-03-2014-15

INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Bid submitted by the said Principal be
accepted and the Contract be awarded to said Principal and said Principal shall within the required periods enter into
the Contract so awarded and provide the required Construction Performance Bond, Construction Labor and Material
Payment Bond, insurance certificates, and all other endorsements, forms, and documents required under Document
00200 (Instructions to Bidders), then this obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument this _____ day of
_____, 2015
(Month)

(Corporate Seal) By _____
Principal

By _____
Surety

(Corporate Seal) By _____
Attorney in Fact

NOTE: The bonding company must be licensed to do business in the State of California. Provide a copy of the
Power of Attorney showing the bonding company authorization of the California attorney-in-fact who executes the
bond for the company. The Contractor's and bonding company agent's signatures on each bond, and the signatures
on the Powers of Attorney must all be NOTORIZED.

END OF DOCUMENT

Bid Bond

00411- 1

Installation of Security Fencing at
Four School Sites

DOCUMENT 00420

BIDDER REGISTRATION FORM

INSTRUCTIONS

In order to register to undertake work for the Berryessa Union School District, Bidder **must**:

- 1) Fill out this registration form completely; do not leave blanks.
- 2) Provide certificates of insurance or a letter evidencing coverage complying with Paragraph 4.2 of Document 00700 (General Conditions).

CONTRACTOR REGISTRATION

Contractor's License # _____

Date: _____ Fed I.D. # _____

Full Corporate Name of Company: _____

Street Address: _____

Mailing Address: _____

Phone: _____ Fax: _____

Name of Principal Contact: _____

Type of Business: _____ Sole Proprietor _____ Partnership
 _____ Non-Profit 501 C3 _____ Corporation
 _____ other (please explain: _____)

License classifications held in California: _____

Has your Contractor's license been revoked at any time in the last five years?

☐ Yes ☐ No

INSURANCE

Workers' Compensation:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

General Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Automobile Liability:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

All-risk Course of Construction:

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

Environmental Impairment Liability Insurance

Carrier: _____

Address: _____

Phone and Fax: _____

Policy Number: _____

Policy Limits: \$ _____

A.M. Best Rating: _____

In the last five (5) years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

☐ Yes ☐ No

If Yes, explain on a separate, signed page the name of the insurance carrier, the form of insurance and the year of the refusal.

BIDDER CERTIFIES, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE AND AUTHORIZES THE BERRYESSA UNION SCHOOL DISTRICT, AND ITS AGENTS AND REPRESENTATIVES TO VERIFY ANY OF THE ABOVE INFORMATION.

SIGNATURE

DATE

SAFETY EXPERIENCE

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

1. List Bidder's interstate Experience Modification Rate (EMR) for the last three years.

2012 _____ 2013 _____ 2014 _____

If your EMR rate for any of these three years is or was 1.00 or higher you may, if you wish, attach a letter of explanation.

1. Use Bidder's last year's Cal/OSHA 200 log to fill in the following number of injuries and illnesses:

a. Number of lost workday cases _____

b. Number of medical treatment cases _____

c. Number of fatalities _____

2. Employee hours worked last year _____

3. State the name of Bidder's safety engineer/manager: _____

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

5. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful," or "repeat" violations of its safety or health regulations in the past five (5) years?

☐ Yes ☐ No

If Yes, on a separate, signed page describe the citation(s), including information about the date, the nature of the violation, the project, the penalties paid, if any, and if the citation was appealed.

6. Has the Federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five (5) years?

☐ Yes ☐ No

If Yes, on a separate, signed page describe the citation(s), including information about the date, the nature of the violation, the project, the penalties paid, if any, and if the citation was appealed.

I CERTIFY, UNDER PENALTY OF PERJURY, THAT THE FOREGOING INFORMATION IS CURRENT AND ACCURATE.

Name of Company

By: _____
Signature

Print Name

Date

PROJECT REFERENCE LIST

Please provide at least four (4) recent public project references Berryessa may contact

Project Name: _____

Project Dollar Amount and Date of Completion: _____

Owner: _____

Address: _____

Phone/Fax Numbers: _____

Contact Name: _____

Project Name: _____

Project Dollar Amount and Date of Completion: _____

Owner: _____

Address: _____

Phone/Fax Numbers: _____

Contact Name: _____

Project Name: _____

Project Dollar Amount and Date of Completion: _____

Owner: _____

Address: _____

Phone/Fax Numbers: _____

Contact Name: _____

Project Name: _____

Project Dollar Amount and Date of Completion: _____

Owner: _____

Address: _____

Phone/Fax Numbers: _____

Contact Name: _____

FINANCIAL INFORMATION

1. Number of years your organization has been in business as a contractor: _____
2. Number of years your organization has conducted business under its present name: _____
3. Attach a current (current = 3 months or less) audited, reviewed or compiled Financial Statement for your organization prepared by a Certified Public Accountant (CPA) licensed under the laws of the State of California utilizing generally accepted accounting practices applied in a consistent manner.
The Financial Statement must include a current balance sheet and income statement showing:
 - A. Current Assets (cash, accounts receivable, accrued income, deposits, material inventory, etc.)
 - B. Net Fixed Assets
 - C. Other Assets
 - D. Current Liabilities (accounts payable, accrued salaries, accrued payroll taxes, etc.)
 - E. Other Liabilities (capital, capital stock, earned surplus, retained earnings, etc.)
4. State your firm's gross revenues for each of the last three years:

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

Name of Company

By: _____
Signature

Print Name

Date

ORGANIZATIONAL PERFORMANCE

1. At any time in the last five (5) years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your behalf, in connection with a construction project, either public or private?

☐ Yes ☐ No

If Yes, explain on a separate, signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

2. At any time during the last five (5) years, has your firm, or any of its owners or officers been convicted of a crime involving the awarding of a contract of a public construction project, or the bidding or performance of a public contract?

☐ Yes ☐ No

If Yes, explain on a separate, signed page identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

3. At any time in the last five (5) years has your firm assessed or paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

☐ Yes ☐ No

If Yes, explain on a separate, signed page identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

4. In the last five (5) years has your firm, been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

If Yes, explain on a separate, signed page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

5. In the past five (5) years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

☐ Yes ☐ No

If Yes, explain on a separate, signed page identifying the claim by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. In the past five (5) years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

☐ Yes ☐ No

If Yes, on a separate signed page, identify the claim by providing the name, date of the claim, name of the entity against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

7. Has there been more than one occasion during the last five (5) years in which your firm (not one of your subcontractors) was required to pay back either back wages or penalties for your own firm's failure to comply with the California state prevailing wage laws and/or Federal Davis-Bacon prevailing wage requirements?

☐ Yes ☐ No

If Yes, on a separate, signed page describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid, and the amount of back wages and penalties that you were required to pay.

8. At any time in the last five (5) years, has your firm been found to have violated any provisions of California's apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public work projects?

☐ Yes ☐ No

If Yes, on a separate, signed page provide the date(s) of such findings and attach copies of the Department's final decision(s).

BERRYESSA UNION SCHOOL DISTRICT

FINGERPRINTING POLICY

FINGERPRINTING AND CRIMINAL RECORDS CHECK OF CONTRACTOR'S EMPLOYEES

Contractor shall comply with the provisions of Education Code Section 45125.2. This new provision of the Education Code requires that K-12 school districts which contract with an entity for the construction, reconstruction, rehabilitation or repair of a school facility where the employees of the entity will have contact, other than limited contact, with students shall ensure student safety by one or more of the following methods:

- ☐ 1. Installation of a physical barrier at the work site to limit contact with students.
- ☐ 2. Provide continual supervision and monitoring of all of the entity's employees by an employee of the entity whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (as defined by the Penal Code).
- ☐ 3. Provide surveillance of the entity's employees by school personnel.

If one or more of these methods is utilized, then the entity is not required to comply with Education Code Section 45125.1 (which requires fingerprinting of all entity employees).

Education Code Section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees. Contractor shall not permit any employees to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the Berryessa Union School District that such employee has not been convicted of a felony as defined in Education Code Section 45125.1. Contractor's responsibility shall extend to all employees, subcontractors, and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the District, and/or acting as independent contractors of the Contractor. Verification of compliance with this section shall be provided in writing to the District prior to each individual's commencement of employment or participation in the project and prior to permitting contact with pupils.

As suppliers of goods and services to the Berryessa Union School District, the firm listed below certifies and agrees to comply with Education Code Sections 45125.1 and 45125.2.

Company Name

Authorized Signature

Title

Date

END OF DOCUMENT

DOCUMENT 00430

SUBCONTRACTORS LIST

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

Full Name of Subcontractor and Address of Mill or Shop	Description of Work: Reference To Bid Items	Sub's License Number/ Sub's DIR Registration Number

(Bidder to attach additional sheets if necessary)

Name of Contractor: _____

END OF DOCUMENT

Subcontractors List

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

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

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

END OF DOCUMENT

DOCUMENT 00482

BIDDER CERTIFICATIONS

**INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES
CONTRACT NUMBER B-03-2014-15**

TO BE EXECUTED BY ALL BIDDERS AND SUBMITTED WITH BID

The undersigned Bidder certifies to the Berryessa Union School District as set forth in sections 1 through 3 below.

1. STATEMENT OF CONVICTIONS

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

2. CERTIFICATION OF WORKER'S COMPENSATION INSURANCE

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

3. CERTIFICATION OF PREVAILING WAGE RATES, RECORDS AND SB 854

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

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

By my signature hereunder, as the Contractor, I certify that I am aware of Sections 1725.5, 1777.1(a) and 1777.7 of the California Labor Code and Contractor and Subcontractors and am eligible to bid and work on public works projects.

BIDDER:

(Name of Company)

Date: _____, 2015

By: _____
(Signature)

Name: _____
(Print Name)

Its: _____
(Title)

END OF DOCUMENT

DOCUMENT 00505

NOTICE OF INTENT TO AWARD FOR CONSTRUCTION

DATE POSTED:

CONTRACT NUMBER: B-03-2014-15

PROJECT TITLE: INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

_____, the _____ of
the Berryessa Union School District, intends to recommend to the Board of Trustees of the Berryessa Union School
District the Award of the above-referenced Project to _____.
(Name of Contractor)

BERRYESSA UNION SCHOOL DISTRICT

By: _____

(Print name)

Title: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00510

NOTICE OF AWARD

<DATE>

<ADDRESS>

CONTRACT NO.: B-03-2014-15
CONTRACT FOR: INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

The Contract Sum is _____ Dollars (\$_____).

1. One electronic copy of the proposed Contract Documents listed below accompany this Notice of Award.
2. You must comply with the following conditions precedent by 4:00 p.m. on _____, 2015
 - a. Deliver to District THREE fully executed counterparts of Document 00520 (Agreement). Each copy of Document 00520 (Agreement) must bear your original signature on the signature page and your initials on each page.
 - b. Deliver to District TWO originals of Document 00610 (Construction Performance Bond), executed by you and your surety.
 - c. Deliver to District TWO originals of Document 00620 (Construction Labor and Material Payment Bond), executed by you and your surety.
 - d. Deliver to District TWO original sets of the insurance certificates with endorsements required under Document 00700 (General Conditions).
3. Failure to comply with these conditions within the time specified will entitle District to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.
4. Within 10 days after you comply with the conditions in Paragraph 2 of this Document 00510, District will return to you one fully signed counterpart of Document 00520 (Agreement).
5. Before you may start any Work at the Site, you must attend a preconstruction conference. The preconstruction conference may be arranged through John Cimino, Interim Program Manager, Measure L Bond Program (408) 724-0461. Questions regarding bonds and insurance may be directed to Bonny S Gregorius, Purchasing Manager at 408-923-1871.

6. **SB 854 COMPLIANCE:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

7. **FURNISHING OF ELECTRONIC CERTIFIED PAYROLL RECORDS TO LABOR COMMISSIONER:**

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

BERRYESSA UNION SCHOOL DISTRICT

By: _____

BONNY S GREGORIUS
PURCHASING AND CONTRACTS MANAGER

Board Approval Date: _____

END OF DOCUMENT

DOCUMENT 00520

AGREEMENT

THIS AGREEMENT, dated this [date] day of [Month], [200__], by and between [Name of Contractor] whose place of business is located at [Address of Contractor] ("Contractor"), and the BERRYESSA UNION SCHOOL DISTRICT ("District"), acting under and by virtue of the authority vested in the District by the laws of the State of California.

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

CONTRACT NUMBER B-03-2014-15

INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

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

Article 1. Work

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

Article 2. Architect/Project Manager

- 2.1 The District's Assistant Superintendent of Business Services or designee shall have final authority over all matters pertaining to the Contract Documents and shall have authority to modify the Contract Documents on behalf of the District, to accept work, and to make decisions or actions binding on the District, and shall have signature authority on behalf of the District.
- 2.2 The District may assign all or part of the Project Manager's rights, responsibilities and duties to a Construction Manager.

Article 3. Contract Time and Liquidated Damages

- 3.1 Contract Time

Contractor shall commence Work on the date established in the Notice to Proceed. District reserves the right to modify or alter the Commencement Date of the Work.

Agreement

Initial

Contractor shall achieve Substantial Completion of the entire Work within ____ Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment in accordance with Section 01770 (Contract Closeout) ____ Days from the date when the Contract Time commences to run as provided in Document 00700 (General Conditions).

3.2 Liquidated Damages

District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss in the form of Contract administration expenses (such as Project management and consultant expenses), if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Contractor and District agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District because of a delay in completion of all or any part of the Work. Accordingly, District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

3.2.1 Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

3.2.2 Five Hundred dollars (\$500.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by District resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by District as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from District (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

Article 4. Contract Sum

4.1 District shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as set forth in Contractor's Bid, attached hereto.

Article 5. Contractor's Representations

In order to induce District to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which have been made available for Bidders or which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and

Agreement

Initial

Document 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

Article 6. Contract Documents

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

Document 00510	Notice of Award
Document 00520	Agreement
Document 00550	Notice to Proceed
Document 00610	Construction Performance Bond
Document 00620	Construction Labor and Material Payment Bond
Document 00630	Guaranty
Document 00700	General Conditions
Document 00821	Supplementary Conditions – Insurance
Document 00910	Addenda
Specifications	
Drawings	

- 6.2 There are no Contract Documents other than those listed in this Document 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms and abbreviations used in this Agreement are defined in Document 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

Agreement

Initial

- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contract Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 SB 854 COMPLIANCE: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).
- 7.7 Pursuant to California Labor Code §1861, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.8 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.9 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County Superior Court. Both parties hereby waive their rights under California Code of Civil Procedure §394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue.

Agreement

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

CONTRACTOR: [CONTRACTOR'S NAME]

By: _____
(Signature)

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

By: _____
(Signature)

Its: _____
Title (If Corporation: Secretary, Assistant
Secretary, Chief Financial Officer or
Assistant Treasurer)

DISTRICT:

BERRYESSA UNION SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

BOARD APPROVAL DATE: _____

END OF DOCUMENT

Agreement

Initial

DOCUMENT 00610

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, 2015 is in the penal sum of _____ [which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 12, attached to this page. Any singular reference to _____ ("Contractor"), _____ ("Surety"), Berryessa Union School District ("District"), or other party shall be considered plural where applicable.

CONTRACTOR:**SURETY:**_____
Name_____
Name_____
Address_____
Principal Place of Business_____
City/State/Zip_____
City/State/Zip**INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES****CONTRACT NUMBER: B-03-2014-15**

- Brooktree Elementary School, 1781 Olivetree Dr., San Jose, CA 95131
- Majestic Way Elementary School, 1855 Majestic Way, San Jose, CA 95132
- Northwood Elementary School, 2760 East Trimble Rd., San Jose, CA 95132
- Vinci Park Elementary School, 1311 Vinci Park Way, San Jose, CA 95131

DATED _____, 2015 in the Amount of \$ _____ (the "Penal Sum").

CONTRACTOR AS PRINCIPAL**SURETY**

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Performance Bond

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no District Default, Surety's obligation under this Bond shall arise after:
 - 3.1 District has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 District has agreed to pay the Balance of the Contract Sum:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract (but District may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without District's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract and, upon determination by District of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to District the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with District, determine in good faith its monetary obligation to District under Paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefor to District with full explanation of the payment's calculation. If District accepts Surety's tender under this Paragraph 4.4, District may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If District disputes the amount of Surety's tender under this Paragraph 4.4, District may exercise all remedies available to it at law to enforce Surety's liability under Paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten Days after receipt of an additional written notice from District to Surety demanding that Surety perform its obligations under this Bond. At all times District shall be entitled to enforce any remedy available to District at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect Work, mitigate damages, advance critical Work to mitigate schedule delay, or coordinate Work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of Defective Work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper back-charges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than District or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, Modification, deletion, or addition to the Contract Documents, or of the Work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the Work is located. Communications from District to Surety under Paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under Paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to District shall be mailed or delivered as provided in Document 00520 (Agreement). Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted here-from and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions

- 12.1 Balance of the Contract Sum: The total amount payable by District to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the Construction Contract.
- 12.2 Construction Contract: The agreement between District and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700 (General Conditions).
- 12.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

NOTE: **The bonding company must be licensed to do business in the State of California. Provide a copy of the Power of Attorney showing the bonding company authorization of the California attorney-in-fact who executes the bond for the company. The Contractor's and bonding company agent's signatures on each bond and the signatures on the Powers of Attorney must all be NOTORIZED.**

END OF DOCUMENT

DOCUMENT 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the Berryessa Union School District ("District") has awarded to _____, (Contractor) as Principal Contract Number B-03-2014-15 dated the _____ day of _____, 2015 (the "Contract"), titled INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES in the amount of _____, which Contract is by this reference made a part hereof, for the work described as follows:

CONTRACT NUMBER: B-03-2014-15
INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____, as Surety, are held and firmly bound unto District in the sum of 100% OF THE CONTRACT PRICE (\$_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.
6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.

Labor and Material Payment Bond

Installation of Security Fencing at Four
School Sites

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing District's rights against the other.
8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

NOTE: The bonding company must be licensed to do business in the State of California. Provide a copy of the Power of Attorney showing the bonding company authorization of the California attorney-in-fact who executes the bond for the company. The Contractor's and bonding company agent's signatures on each bond and the signatures on the Powers of Attorney must all be NOTORIZED.

END OF DOCUMENT

DOCUMENT 00630

GUARANTY

TO: The Berryessa Union School District:

**Bid #B-03-2014-15
INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES**

- Brooktree Elementary School, 1781 Olivetree Dr., San Jose, CA 95131
- Majestic Way Elementary School, 1855 Majestic Way, San Jose, CA 95132
- Northwood Elementary School, 2760 East Trimble Rd., San Jose, CA 95132
- Vinci Park Elementary School, 1311 Vinci Park Way, San Jose, CA 95131

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

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

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

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

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

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Document 00700 (General Conditions) and Section 01420 (References and Definitions).

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

Date: _____, 2015

(NAME OF CONTRACTOR)

By: _____
Signature

Print Name

Title

Street Address

City, State, Zip code

END OF DOCUMENT

DOCUMENT 00650

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [date] day of [Month], 2015, by and between the Berryessa Union School District ("District"), and [Name of Contractor] ("Contractor"), whose place of business is at [Address of Contractor].

RECITALS

A. District and Contractor entered into Contract Number B-03-2014=15 (the "Contract") for:

INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

- Brooktree Elementary School, 1781 Olivetree Dr., San Jose, CA 95131
- Majestic Way Elementary School, 1855 Majestic Way, San Jose, CA 95132
- Northwood Elementary School, 2760 East Trimble Rd., San Jose, CA 95132
- Vinci Park Elementary School, 1311 Vinci Park Way, San Jose, CA 95131

B. The Work under the Contract has been completed.

AGREEMENT

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

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

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

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

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the Contract, except for the claims described in Paragraph 4 of this Document 00650. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650. Nothing in this Agreement and Release shall limit or modify Contractor's continuing obligations described in Paragraph 6 of this Document 00650.

4. The following claims submitted under Document 00700 (General Conditions), Article 12, are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release.

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

Claim No.	Date Submitted	Description of Claim	Amount of Claim

5. Consistent with California Public Contract Code §7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 of this Document 00650, Contractor hereby releases and forever discharges District, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor shall immediately defend, indemnify and hold harmless District, any of the District's Representatives, Project Manager, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor's suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in Paragraph 4 of this Document 00650.
8. Contractor hereby waives the provisions of California Civil Code §1542, which provide as follows:

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

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into Agreement and Release of Any All Claims

this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

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

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

BERRYESSA UNION SCHOOL DISTRICT

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

[CONTRACTOR]

By: _____
Signature

Name: _____
Print

Its: _____
Title

END OF DOCUMENT

DOCUMENT 00660

SUBSTITUTION REQUEST FORM

To: John Cimino, Interim Program Manager, Measure L Bond Program
(408) 724-0461

Project: INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

Contract Number: B-03-2014-15

Contractor: _____

Subcontractor/Supplier: _____

Drawing Sheet Reference/Detail No: _____

The undersigned Bidder submits for consideration the following equipment instead of the specified item for the above Project:

<u>Section</u>	<u>Paragraph</u>	<u>Specified Item</u>
_____	_____	_____
_____	_____	_____

Proposed Substitution: _____

The undersigned encloses the information required herein. If this Document 00660 is being submitted by a Bidder wishing to use "equal" item(s) as provided in Document 00200 (Instructions to Bidders), the undersigned Bidder must also enclose the technical information (other than cost) otherwise required for a post-Award of Contract Request for Substitution ("RFS") under Section 01600 (Product Requirements). However, if this Document 00660 is being submitted under provisions of Contract Documents after Award of Contract, the undersigned Contractor must include all information required under Section 01600 (Product Requirements).

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

A. Does the substitution affect dimensions shown on Drawings?

B. Are the manufacturer's guarantees and warranties on the proposed substitution items identical to those on the specified items? If there are differences, please specify each and every difference in detail.

C. What effect does the substitution have on other contractors, trades, or suppliers?

D. What are the differences between the proposed substitution and the specified item? If proposed substitution has a color or pattern, provide a color board showing proposed substitution in relation to the other adjacent colors and patterns.

E. Will granting the requested substitution cause any schedule delay? (If yes, please explain)

The undersigned Bidder certifies that the function, appearance, and quality of the proposed substitution are equivalent or superior to those of the specified item.

Submitted by:

Bidder/Contractor
[note applicable]

For Use by District:

_____ Accepted _____ Accepted as Noted

Signature

_____ Not Accepted _____ Received Too Late

Name

By: _____
District's Representative

Date: _____

Address

Remarks: _____

City/State/Zip

Telephone: _____

Date: _____

END OF DOCUMENT

DOCUMENT 00680

ESCROW AGREEMENT FOR SECURITY DEPOSIT IN LIEU OF RETENTION

California Public Contract Code §22300

THIS ESCROW AGREEMENT ("Escrow Agreement") is made and entered into this [_____] day of [_____] 2015, by and between the Berryessa Union School District, (the "District"), whose address is 1376 Piedmont Road, San Jose, California 95132-2498 [_____] ("Contractor"), whose place of business is located at [_____] and **[District, as escrow agent OR [_____] a state or federally chartered bank in the State of California, whose place of business is located at [_____] ("Escrow Agent").**

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

1. Pursuant to California Public Contract Code §22300, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to Contract Number B-03-2014-15 entered into between District and Contractor for INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES in the amount of _____ dated _____ 2015 (the "Contract"). Alternatively, on written request of Contractor, District shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten Days of the deposit. The market value of the securities at the time of substitution shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Contractor. Securities shall be held in name of _____, and shall designate Contractor as the beneficial owner.
2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified in Paragraph 1 of this Document 00680.
3. When District makes payment(s) of retention earned directly to Escrow Agent, Escrow Agent shall hold said payment(s) for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. Such expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
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 District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities in event of default by Contractor. Upon seven Days written notice to Escrow Agent from District of the default, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.

8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Document 00680 and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

ON BEHALF OF DISTRICT:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF CONTRACTOR:

Title

Name

Signature

Address

City/State/Zip Code

ON BEHALF OF ESCROW AGENT:

Title

Name

Signature

Address

City/State/Zip Code

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

DISTRICT

Title

Name

Signature

CONTRACTOR

Title

Name

Signature

ATTEST

Signature

Print Name

Secretary

ESCROW AGENT

Title

Print Name

Signature

REVIEWED AS TO FORM:

Counsel for District

Print Name

Date

At the time the Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed counterpart of this Document 00680.

END OF DOCUMENT

DOCUMENT 00700

GENERAL CONDITIONS

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GENERAL CONDITIONS

1. GENERAL

1.1 Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Project Manager or any District's Representative and Contractor; (2) District and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than District and Contractor. District shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

1.2 Exercise of Contract Responsibilities

In exercising its responsibilities and authorities under the Contract Documents, District does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Project Manager nor any District's Representative assumes any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assumes any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

1.3 Defined Terms

All abbreviations and definitions of terms used and not otherwise defined in this Document 00700 are set forth in Section 01420 (References and Definitions). This Document 00700 subdivides at first level into Articles, and then into paragraphs.

1.4 Title 24

Contractor shall perform all obligations imposed upon contractors performing work on California schools, including but not limited to, Title 24 of the California Code, the Montoya Law, and all other rules and regulations applicable to California school construction.

2. BIDDING

2.1 Investigation Prior to Bidding

2.1A Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of Document 00520 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required work, investigations, research, and analysis. Bid prices shall include entire cost of all "incidental work" to complete the Work, as that term is defined in Paragraph 5.1C of this Document 00700.

2.1B **Conditions Shown on Contract Documents:** Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. District warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.

1. **Aboveground and As-Built Conditions:** There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation all aboveground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on District-supplied information regarding aboveground conditions and as-built conditions.
2. **Subsurface Conditions:** Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. District is not responsible for (1) the completeness of any subsurface condition information for bidding or construction, (2) Contractor's conclusions or opinions drawn from any subsurface condition information, or (3) subsurface conditions that are not specifically shown. (For example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

2.1C **Conditions Shown in Reports and Drawings Supplied for Informational Purposes:** The District may have made available during Bidding certain geotechnical reports, "as built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site, but not included there within the Plans and/or Specifications. These materials are not Contract Documents and, except for any "technical data" regarding actual subsurface conditions (actual reported soil types, obstructions, structures, materials encountered) and "Underground Facilities" data, Contractor shall not in any manner rely on the information in these materials. Contractor shall rely on the results of its own independent investigation of all such conditions affecting the Work and must not rely on information provided by District.

2.2 **Subcontractors**

- 2.2A Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without District's written approval. At District's request, Contractor shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
- 2.2B Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Contractor all the obligations and responsibilities that Contractor assumes toward District under the Contract Documents. (These agreements include by example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)
- 2.2C Contractor shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guarantees relating to the Work performed by the Subcontractor under the Contract Documents.

3. **COMMENCEMENT OF THE WORK**

3.1 **Commencement of Work**

- 3.1A The Contract Time will commence to run on the date indicated in the Notice to Proceed. District may give a Notice to Proceed at any time within 90 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. **INSURANCE**

4.1 **Insurance**

See Document 00821 (Supplementary Conditions - Insurance), incorporated herein by this reference.

5. **DRAWINGS AND SPECIFICATIONS**

5.1 **Intent**

5.1A Contractor shall interpret words or phrases used to describe Work (including services), materials, or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.

5.1B As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, Shop Drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

5.1C Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents. Contractor shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

5.2 **Drawing Details**

5.2A A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by District. Repetitive features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

5.3 **Interpretation of Drawings and Specifications**

5.3A Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to District, in writing. District will issue with reasonable promptness written responses, clarifications or interpretations as District may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give District prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with District's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00700.

5.4 Checking of Drawings

- 5.4A Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to District, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from District before proceeding with any Work affected thereby. Contractor shall provide District with a follow-up correspondence every ten Days until it receives a satisfactory interpretation or clarification.

5.5 Standards to Apply Where Specifications Are Not Furnished

- 5.5A The following general specifications shall apply wherever in the Specifications, or in any directions given by District in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do Work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to District the materials to be used or Work to be performed under this Paragraph 5.5A ten Business Days prior to furnishing such materials or performing such Work.

5.6 Deviation From Specifications and Drawings

- 5.6A As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Drawings and Specifications will be permitted. The Contractor must perform Work in strict accord with Drawings and Specifications. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Contractor, and certified by the authorized officer representing District. As appropriate, Change Orders changing the approved Drawings and technical specifications are subject to approval by the Division of the State Architect under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by Project Manager.
- 5.6B District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00700.

5.7 Precedence of Documents

- 5.7A In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
1. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 2. Document 00520 (Agreement), and terms and conditions referenced therein;

3. Document 00800 (Supplementary Conditions), if included;
4. Document 00700 (General Conditions);
5. Division 1 Specifications;
6. Drawings and Division 2 through 16 Specifications;
7. Written numbers over figures, unless obviously incorrect;
8. Figured dimensions over scaled dimensions;
9. Large-scale Drawings over small-scale Drawings.

5.7B Any conflict between Drawings and Division 2 through 16 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.

5.7C Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

5.7D In the event the Specifications include divisions above Division 16 (e.g., Division 17 and above), then such divisions shall be included within the Contract Documents unless identified otherwise.

5.8 **Ownership and Use Of Drawings, Specifications and Contract Documents**

5.8A Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of District. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. **CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS**

6.1 **Construction by District or by Separate Contractor**

6.1A District may perform with its own forces, construction or operations related to the Project, or the Site during Contractor's operations. District may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility owners perform other work. Contractor shall adjust its schedule and fully coordinate with and shall afford all other contractors, utility owners and District (if District is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.

7. **DISTRICT'S REPRESENTATIVES AND AUTHORITIES**

7.1 **District's Representative(s)**

7.1A District's Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Contractor through District's Representative, and Contractor shall issue all communications to District through District's Representative in a written document delivered to District. Should any direct communications between Contractor and

District's consultants, architects or engineers not identified in Article 2 of Document 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to District.

7.2 Means and Methods of Construction

7.2A Subject to those rights specifically reserved in the Contract Documents, District will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. District will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

8. CONTROL OF THE WORK

8.1 Observation of Work by Regulatory Agencies

8.1A During construction, reconstruction, repair, alteration of or addition to any school building, the Division of the State Architect, as required by applicable law, shall make such inspection in its judgment is necessary or proper for enforcement of the Act, and the protection of the safety of pupils, the teachers and the public. If at any time as the work progresses, prior to the issuance of the final approval, it shall be found that modifications or changes are necessary to secure safety, orders shall be by the Division of the State Architect for such modifications or changes. Refer to section 4-334, Part 1, Title 24, California Code of Regulations.

8.2 Observation of Work by Project Inspector

8.2A District shall provide an Inspector and assistant Inspectors, if necessary, duly approved by the Division of the State Architect, who shall act under the direction of the Architect and the Division of State Architect as prescribed by law. The general duties of Inspector in fulfilling his or her responsibilities shall be in accordance with sections 4-333, 4-337 and 4-342, Part 1, Title 24, of the California Code of Regulations. The Contractor in no way is relieved of any responsibility by the activities of Inspector.

8.3 Observation of Work by District

8.3A Work shall be performed under District's general observation and administration. Contractor shall comply with District's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. District's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

8.3B District may engage an independent consultant or Project Manager (collectively for purposes of this Paragraph, "Project Manager") to assist in administering the Work. If so engaged, Project Manager will advise and consult with District, but will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District. Project Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Project Manager will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.

8.3C Project Manager may review Contractor's Submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.

8.3D Project Manager may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Project Manager may recommend to District that it disapproves or rejects Work that Project Manager believes to be Defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by Contract Documents. District will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

8.3E Project Manager may conduct inspections to recommend to District the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents.

8.4 Supervision of Work by Contractor

8.4A Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.

8.4B Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without District's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

8.5 Access to Work

8.5A During performance of Work, District and its agents, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.

8.6 Existing Utilities Shown or Indicated in Contract Documents

8.6A Drawings or specifications may indicate above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities, and additional information may be on file at the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate these known existing installations before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to District are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to District for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this Document 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this Document 00700.

8.6B At no additional cost to District, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably

- discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should District determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, District may restore service and deduct the costs of such action by District from the amounts due under the Contract.
- 8.6C Consistent with Government Code Section 4215, as between District and Contractor, District will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding. District will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or information made available for bidding with reasonable accuracy, and equipment on the Project necessarily idled during such Work.
- 8.6D Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to District, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage.
- 8.6E Nothing in this Document 00700 shall be deemed to require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site. Contractor shall immediately secure all available information and notify District and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.
- 8.7 **Protection Of Underground Facilities When Digging Trenches or During Excavation**
- 8.7A Before commencing Work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, including but not limited to information supplied for bidding purposes, and subject to the terms and conditions of these documents. Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:
- “Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”
- 8.7B Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching Work, Contractor shall provide District with copies of all USA records secured by Contractor. Contractor shall advise District of any conflict between information provided for bidding purposes, the Drawings and specifications, and that provided by USA records. Contractor's excavation shall be subject to and comply with the Contract Documents.

- 8.7C If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by District for bidding or in information on file at USA or otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 13 of this Document 00700), identify the owner of such Underground Facility and give written notice to that owner and to District. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- 8.7D Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by District only where the Underground Facility:
1. Was not shown or indicated in the Contract Documents or in the information supplied for bidding purposes or in information on file at USA; and
 2. Contractor did not know of it; and
 3. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Sum or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in the information supplied to Contractor for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor.)
- 8.7E Contractor shall bear the risk that Underground Facilities not owned or built by District may differ in nature or locations shown in information made available by District for bidding purposes, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations on District's Project, and Contractor is to apply its skill and industry to verify the information available.
- 8.7F The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, information made available for bidding and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary back-hoeing and potholing; (c) coordinating the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

9.1 Warranty and Guaranty

- 9.1A **General Representations and Warranties:** Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of

Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

9.1B **Extended Guarantees:** Any guarantee exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guarantee documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

9.1C **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this Paragraph 9.1C are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to District that:

1. To Contractor's knowledge after due inquiry, no lead or Asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or Asbestos-containing materials were discovered, Contractor made immediate written disclosure to District.
2. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
3. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to District.
4. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any Work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide District with copies thereof.

9.2 **Inspection of Work**

9.2A All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of section 4-335 and section 4-333 of Part 1, Title 24, California Code of Regulations and the terms of the Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

9.2B Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, Samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare Samples or test specimens at its expense and furnish them to District. Contractor

- shall submit all Samples in ample time to enable District to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
- 9.2C Contractor shall give District timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
 - 9.2D If applicable laws or regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
 - 9.2E If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Contractor shall uncover the Work at District's request. Contractor shall bear the expense of uncovering Work and replacing Work.
 - 9.2F In any case where Contractor covers Work contrary to District's request, Contractor shall uncover Work for District's observation or inspection at District's request. Contractor shall bear the cost of uncovering Work.
 - 9.2G Whenever required by District, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, Modifications, and extra Work, except as otherwise herein specified, will pay for examination.
 - 9.2H District shall select testing agencies approved by the Division of the State Architect to conduct required tests and inspections for the project. A list of required structural tests and inspections prepared by the Architect and approved by the Division of the State Architect shall be provided to the designated testing agency and Project Inspector prior to the start of construction. Refer to section 4-335(a), Part 1, Title 24, California Code of Regulations.
 - 9.2I The testing agency shall forward the test results to the Division of the State Architect, the Architect, the Contractor, District and the Project Inspector within 14 days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.
 - 9.2J Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by District, to perform Work in conformance with the Contract Documents and to immediately correct Defective Work immediately upon Contractor's knowledge.
 - 9.2K Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract

Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

9.3 **Correction of Defective Work**

9.3A If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Contractor to replace any such Defective Work, or stop any portion of Work to permit District (at Contractor's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of the District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.

9.3B District may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from monies due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with District's calculations, it may make a claim as provided in Article 12 of this Document 00700. District's rights under this Paragraph 9.3B shall be in addition to any other rights it may have under the Contract Documents or by law.

9.3C **Correction Period:** If within one year after the date of Final Acceptance, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work (completed or incomplete) is found to be Defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work. Contractor shall remove any Defective Work rejected by District and replace it with Work that is not Defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

9.3D In special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order.

9.3E Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been corrected, removed, or replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

9.4 **Acceptance and Correction of Defective Work by District**

9.4A District may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from monies due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with District's calculations, Contractor may make a claim as provided in Article 12 of

this Document 00700. If District accepts any Defective Work after final payment, Contractor shall pay to District, an appropriate amount as determined by District.

- 9.4B District may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with Paragraph 9.3B of this Document 00700; or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow District, its representatives, agents, employees, and other contractors and Project Manager's consultants access to the Site to enable District to exercise the rights and remedies under this Paragraph 9.4B. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with District's calculations, Contractor may make a claim as provided in Article 12 of this Document 00700.

9.5 **Rights Upon Inspection, Correction or Acceptance**

- 9.5A Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by District of its rights and remedies under this Article 9. Where District exercises its rights under this Article 9, it retains and may still exercise all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents for cause and/or make a claim or back charge where a Change Order cannot be agreed upon.
- 9.5B Inspection by District or its authorized agents or representatives shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments, final payment or otherwise shall not operate to waive District's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of any defective Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.
- 9.5C Neither acceptance of the whole or any part of Work by District nor any verbal statements on behalf of District or its authorized agents or representatives shall operate as a waiver or Modification of any provision of the Contract Documents, or of any power reserved to District herein nor any right to damages provided in the Contract Documents.

9.6 **Proof of Compliance of Contract Provisions**

- 9.6A In order that District may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to District properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

10. **CONTRACTOR'S ORGANIZATION AND EQUIPMENT**

10.1 **Contractor's Legal Address**

- 10.1A Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in

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

10.2 Contractor's Superintendents or Forepersons

- 10.2A Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions that District may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

10.3 Proficiency in English

- 10.3A Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

10.4 Contractor's and Subcontractors' Employees

- 10.4A Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.

10.5 Contractor to Supply Sufficient Workers and Materials

- 10.5A Unless otherwise required by District under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
- 10.5B At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Contractor does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may elect. District may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate Work elements during the time period that District exercises this right. District will deduct from monies due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.

10.5C Exercise by District of the rights conferred upon District in Paragraph 10.5B of this Document 00700, is entirely discretionary on the part of District. District shall have no duty or obligation to exercise the rights referred to in Paragraph 10.5B of this Document 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of District's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon District under Paragraph 10.5B of this Document 00700 are cumulative to District's other rights under any provision of the Contract Documents.

10.6 Contractor's Use of the Site

10.6A Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between District and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy District-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior approval from District.

10.7 Temporary Facilities

10.7A Unless expressly provided otherwise in the Contract Documents, Contractor shall provide all temporary electricity, water, telephone, sanitary facilities, barriers and enclosures, tree and plant protection, and any other necessary services required for construction, testing or completion of the Work and to assure non-interference with District operations, ingress or egress of the public to near the Site and public safety.

11. PROSECUTION AND PROGRESS OF THE WORK

11.1 Schedules and Examinations of Contract Documents

11.1A Contractor shall submit schedules, reports, and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01315 (Project Meetings), 01320 (Progress Schedules and Reports), and 01330 (Submittal Procedures).

11.1B Contractor shall submit to District for review and discussion at the Preconstruction Conference described in Section 01315 (Project Meetings):

1. Progress Schedules and Reports as required by Sections 01320 (Progress Schedules and Reports) and 01330 (Submittal Procedures).
2. A preliminary schedule of Submittals that shall list each required Submittal and the times for submitting, reviewing and processing such Submittal. If no such schedule is agreed upon, then all Submittals shall be completed and submitted within 21 Days after the Notice of Award.
3. A preliminary Schedule of Values for all the Work that shall conform to Section 01200 (Measurement and Payment).

11.1C Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first Application for Payment, a conference attended by Contractor, District, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with Paragraph 11.1B of this Document 00700 and first reviewed at the Preconstruction Conference. Contractor shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be due or owing to Contractor until the schedules are submitted to and acceptable to District and/or Project Manager as meeting the requirements of the Contract Documents. District's acceptance of Contractor's schedules will not create any duty of care or impose on District any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Contractor from Contractor's full responsibility therefor.

11.2 Cost Data

- 11.2A Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work.
- 11.2B District shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job Progress Reports, photographs, and as-built drawings maintained by Contractor. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this Paragraph 11.2B at any time during the Project and for a period of five years following Substantial Completion.
- 11.2C Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Contractor shall deliver to District, the Project Record Documents.

12 CLAIMS BY CONTRACTOR**12.1 Obligation to File Claims for Disputed Work**

- 12.1.A Should it appear to Contractor that the Work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of this Contract, performance of the Contract, and/or compliance with Contract procedures, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER, then Contractor shall first follow procedures set forth in the Contract (including but not limited to other Articles of this Document 00700 and Section 01250.) If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 12. District shall decide the issue in writing and District's written decision shall be final and conclusive. If Contractor disagrees with District's decision, or if Contractor contends that District failed to provide a decision, then Contractor's SOLE AND EXCLUSIVE REMEDY is to file a written claim setting forth Contractor's position as required herein.

12.2 Form and Contents of Claim

- 12.2.A Contractor's written claim must identify itself as a "Claim" under this Article 12 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; and (6) documentation supporting items 1 through 5. The Claim shall be submitted to District within thirty (30) calendar days of receiving District's written decision, or the date Contractor contends such decision was due, and shall be priced like a change orders according to Section 01250 herein, and must be updated monthly as to cost and entitlement if a continuing claim. Routine

contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a claim. Contractor shall bear all costs incurred in the preparation and submission of a claim.

12.3 Administration During/After Claim Submission

- 12.3.A After their submission, claims less than \$375,000 shall also be subject to the Local Agency Disputes Act. District may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by District to evaluate and decide Contractor's claim. Notwithstanding and pending the resolution of any claim or dispute, Contractor shall diligently prosecute the disputed work to final completion in accordance with District's determination.

12.4 Compliance

- 12.4.A The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also a two-step claim presentment procedure by agreement under Section 930.2 of the California Government Code, that shall survive termination, breach or completion of the Contract Documents. The first step is compliance with the claim procedure set forth above. The second step is submission of a claim in compliance with the Government Code. Pursuant to Government Code Section 930.2: (i.) the one-year period in Government Code section 911.2 shall be reduced to 150 days; such period shall, however, commence no later than substantial completion of the Project or termination under Article 13, whichever first occurs, and (ii.) any and all Government Code Claims shall affirmatively indicate that Contractor has complied with the claims procedure herein and recite all previous dispositions under paragraph 12.3 above.
- 12.4.B Failure to submit and administer claims as required in Article 12 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent litigation, Government Code Claim, or legal action. District shall not be deemed to waive any provision under this Article 12, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 12.

13. LEGAL AND MISCELLANEOUS

13.1 Laws and Regulations

- 13.1A Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
- 13.1B Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

13.2 Permits and Taxes

- 13.2A Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable); pay all charges and fees, including fees for street opening permits; comply with, implement and acknowledge effectiveness of all permits; initiate and cooperate in securing all required notifications or approvals therefore; and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits,

school, sanitation, and water fees for the completed construction, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

13.3 Responsibility of Contractor and Indemnification

- 13.3A District and each of its officers, employees, consultants and agents including, but not limited to, the Board, Project Manager and each District's Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.
- 13.3B To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, District and each of its officers, employees, consultants and agents, including but not limited to the Board, Project Manager and each District's Representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder.
- 13.3C With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants and agents including, but not limited to District, the Board, Project Manager and each District's Representative.
- 13.3D Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
- 13.3E To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of Contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor for District's costs and damages resulting therefrom and withhold such sums from progress payments or other Contract moneys which may become due.
- 13.F The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

13.4 Concealed or Unknown Conditions

- 13.4A If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to District promptly before conditions are disturbed, except in an emergency as required by Paragraph 16.4A of this Document 00700, and in no event later than seven Days after first observance of:

1. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or
 2. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.
- 13.4B In response to Contractor's Notice of Differing Site Conditions under this Paragraph 13.4B, District will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, District will negotiate the appropriate change order following the procedures set forth in the Contract Documents. If District determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, District will so notify Contractor in writing, stating reasons (with Contractor retaining its rights under Article 12 of this Document 00700.)
- 13.4C Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if Contractor knew or should have known of the existence of such conditions at the time Contractor submitted its Bid, failed to give proper notice, or relied upon information, conclusions, opinions or deductions of the kind that the Contract Documents preclude reliance upon.
- 13.5 Notice of Hazardous Waste or Materials Conditions**
- 13.5A Contractor shall give a written Notice of Hazardous Materials Condition to District promptly, before any of the following conditions are disturbed (except in an emergency as required by Paragraph 16.4 of this Document 00700), and in no event later than 24 hours after first observance of any:
1. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, Asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or
 2. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site ("other materials").
- 13.5B Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
- 13.5C Contractor's Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
- 13.5D Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
1. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or

- 2 Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 3. Contractor failed to give the written notice within the time required by Paragraph 13.5A of this Document 00700.
- 13.5E If District determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, District will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If District determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, District will notify Contractor in writing, stating the reasons for its determination.
- 13.5F In addition to the parties' other rights under Paragraph 13.5E of this Document 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, District may order the disputed portion of Work deleted from the Work, or performed by others, or District may invoke its right to terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant.
- 13.5G If Contractor does not agree with any District determination of any adjustment in the Contract Sum or Contract Time under this Paragraph 13.5, Contractor may make a claim as provided in Article 12 of this Document 00700.
- 13.6 Suspension of Work**
- 13.6A District may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01250 (Modification Procedures). No adjustment shall be made to extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible.
- 13.7 Termination of Contract for Cause**
- 13.7A The Contractor shall be in default of the Contract Documents and District may terminate the Contractor's right to proceed under the Contract Documents, for cause, in whole or in part, should the Contractor commit a material breach of the Contract Documents and not cure such breach within ten (10) calendar days of the date of notice from District to the Contractor demanding such cure; or, if such breach is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for the Contractor to avail itself of a time period in excess of 10 calendar days, the Contractor must provide District within the ten (10) day period with a written plan acceptable to District that demonstrates actual resources, personnel and a schedule to promptly to cure said breach, and then diligently commence and continue such cure according to the written plan).
- 13.7B In the event of termination by District as provided above for cause, the Contractor shall deliver to District possession of the Work in its then condition, including but not limited to, all designs, engineering, Project records, cost data of all types, plans and specifications and contracts with vendors and subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. The Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this Section shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of the Contract

Documents or otherwise, but rather, the Contractor shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and/or failure to comply with the Contract Documents.

- 13.7C In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and the Contractor shall have no greater rights than it would have had following a termination for convenience. Any Contractor claim arising out of a termination for cause shall be made in accord with Article 12 herein. No other loss, cost, damage, expense or liability may be claimed, requested or recovered by the Contractor.

13.8 Termination of Contract for Convenience

- 13.8A District may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination shall be effected by District delivering to the Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated, and the effective date of the termination.

- 13.8B Contractor shall comply strictly with District's direction regarding the effective date of the termination, the extent of the termination, and shall stop work on the date and to the extent specified.

- 13.8C Contractor shall be entitled to a total payment on account of the Contract work so terminated measured by (i.) the actual cost to Contractor of Work actually performed, up to the date of the termination, with profit and overhead limited to twelve percent (12%) of actual cost of work performed, up to but not exceeding the actual contract value of the work completed as measured by the Schedule of Values and Progress Schedule, (ii.) offset by payments made and other contract credits. In connection with any such calculation, however, District shall retain all rights under the Contract Documents, including but not limited to claims, indemnities, or setoffs.

- 13.8D Under no circumstances may Contractor recover legal costs of any nature, nor may Contractor recover costs incurred after the date of the termination.

13.9 Contingent Assignment of Subcontracts

- 13.9A Contractor hereby assigns to District each Subcontract for a portion of the Work, provided that:

1. The assignment is effective only after District's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to Paragraphs 13.7 or 13.8 of this Document 00700.
2. The assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing;
3. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
4. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in this Document 00700), sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and
5. Nothing in this Paragraph 13.9 shall modify or limit any of Contractor's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

13.10 Remedies and Contract Integration

- 13.10A Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between District and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the State of California, County of Santa Clara. All District remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances District shall have any and all other equitable and legal rights and remedies which it would have according to law.
- 13.10B The Contract Documents, any Contract Modifications, and Change Orders shall represent the entire and integrated agreement between District and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written Modifications. District and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written Modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications; the parties are not and will not rely on any other information, which shall be inadmissible in any proceeding to enforce these documents.
- 13.10C Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

13.11 Patents

- 13.11A Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless District and each of its officers, employees, consultants and agents, including, but not limited to, the Board and each District's Representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnitees include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

13.12 Substitution for Patented and Specified Articles

- 13.12A Except as noted specifically in the instructions to Bidders or in Contract Documents, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or Approved Equal" and Contractor may offer any substitute material or process that Contractor considers "equal" in every respect to that so designated and if material or process offered by Contractor is, in opinion of District, Equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting Document 00660 (Substitution Request Form) as provided in Document 00200 (Instructions to Bidders). A substitution will be approved only if it is a true Equal item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

13.13 Interest of Public Officers

13.13A No representative, officer, or employee of District no member of the governing body of the locality in which the Project is situated, no member of the locality in which District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

13.14 Limit of Liability

13.14A DISTRICT, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, PROJECT MANAGER AND EACH OTHER DISTRICT REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

14.1 Alterations, Modifications and Force Account Work

14.1A As provided in the latest edition of Part I of Title 24, California Code of Regulations, no modification or deviation from the Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. As appropriate, Change Orders are subject to approval by the Division of the State Architect. Refer section 4-338, Part 1, Title 24, California Code of Regulations.

14.1B Project Manager, before the date of completion of Work, may order changes in Work herein required, and may order extra materials and extra Work in connection with performance of Contract, and the Contractor shall promptly comply with such orders. Any such orders shall be diligently carried out by the Contractor in accordance with the Contract Documents. As appropriate, such Change Orders are subject to approval by the Division of the State Architect. Refer to Section 4-338, Part 1, Title 24, California Code of Regulations. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the time or cost of any part of Work, price fixed in Contract shall be increased or decreased by amount as the Contractor and District may agree upon as reasonable and proper allowance for increase or decrease in cost of Work, and absent such agreement, then as District may direct (with Contractor retaining its rights under Article 12 herein).

14.1C District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, District reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.

14.1D Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:

1. The Work performed in connection with the change to be made;
2. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and

3. The extent of the adjustment in the Contract Time, if any.

14.1E A Change Order will become effective when signed by District, notwithstanding that Contractor has not signed it.

14.1F Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01250 (Modification Procedures). Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays.

14.1G A performance bond rider covering the changed Work must be executed and delivered to District before proceeding with the changed Work.

15. TIME ALLOWANCES

15.1 Entitlement to Change of Contract Time

15.1A The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.

15.1B The Contract Time will be adjusted in an amount equal to the time lost due to:

1. Changes in the Work ordered by District;
2. Acts or neglect by District, Project Manager, any District's Representative, utility owners or other contractors performing other work, provided that Contractor has fully and completely performed its responsibilities under the Contract Documents; or
3. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this Paragraph 15.1, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.

15.1C The Contract Time shall not be extended for any cause identified in Paragraph 15.1B above, however, unless:

1. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor);
2. A claim for delay is made as provided herein; and
3. Contractor submits a critical path analysis that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

15.2 Weather Related Delays

15.2A Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions and resulting delays which fall within the parameters listed herein. Adverse weather delays may be allowed only if the number of work days of adverse weather exceeds these parameters on a monthly basis and the Contractor can prove that adverse weather actually caused delays. Contractor must give written notice of intent to claim an adverse weather day within one day of the adverse weather day occurring. The claim must be approved by the District will make the final decision on the Contractor's claim for adverse weather

- Days. Rain parameters are as follows: Rain days: January, [6]; February, [6]; March, [6]; April, [3]; May, [1]; June, [0]; July, [0]; August, [0]; September, [1]; October, [2]; November, [4]; December, [5]. The rain Days shall be pro-rated in the individual month the Contractor starts and finishes work. In order to qualify as a rain day with respect to the foregoing parameters, daily rainfall must exceed .10 of an inch or more at the City of San Jose, California, station, as measured by the National Oceanic & Atmospheric Administration, and Contractor must prove that the rain actually caused delay as set forth above. Notwithstanding the above allowances, Contractor shall at all times employ all available rain mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed in this Paragraph 15.2A.
- 15.2B Contractor shall include the foregoing rain parameters as a monthly activity in its Progress Schedule. As Work on the critical path is affected by rain, Contractor shall notify District and request that the Days be moved to the affected activities. Any adverse weather Days remaining shall be considered Project float.
- 15.2C Adverse weather delay for rain shall be recognized for the actual period of time Contractor proves it was delayed by rain exceeding the specified parameters. For example, and not by way of limitation, if rain exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves that rain exceeding the specified parameters causes delay to Contractor for a period longer than the number of rain Days incurred (e.g., if it rains during grading Work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.
- 15.2D Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, covering Work and material that could be affected adversely by weather, and using all necessary construction means and methods to dry and/or aerate wet soils. Failure to do so shall be cause for District not to grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.
- 15.3 **Notice of Delay**
- 15.3A Within seven Days of the beginning of any delay, Contractor shall notify District in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor is entitled as a result of the occurrence of the delay event, and shall include a written schedule document that demonstrates delay to the critical path using a critical path analysis (or a Time Impact Analysis if so specified in Document 01320). District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph.
- 15.4 **Time Extensions and/or Compensation Entitlement for Delays**
- 15.4A Contractor may receive a time extension and be compensated for delays caused directly and solely by District.
- 15.4B The Contractor may receive time extension (without compensation) during periods of delay concurrently caused by the Contractor and the District. The Contractor may receive time extension and be compensated for delays caused directly and solely by the District except that the Contractor shall not be entitled to damages for delay to the Work caused by the District's right to sequence the Work in a manner which would avoid disruption to the District's tenants and its contractors or other prime contractors and their respective subcontractors, exercised as a result of the Contractor's failure to perform its cooperation and coordination responsibilities required by the Contract Documents, the District's enforcement of any government act or regulation, or the provisions of the Contract Documents. Where the Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of both the District and the Contractor (including, but not limited to, adverse weather of all types), an extension of Contract Times (without compensation), in an amount equal to the time loss due to such delay

- shall be the Contractor's sole and exclusive remedy for such delay. The Contractor shall not be entitled to any time extension or compensation, including but not limited to extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by the Contractor's failure to perform its obligations under the Contract Documents.
- 15.4C Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and District, e.g., adverse weather conditions exceeding Contract Documents parameters, acts of third parties unrelated to Contractor's obligations herein, earthquakes, acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.
- 15.4D Contractor shall not be entitled to any time extension or compensation during periods of delay caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or concurrently caused by Contractor and either District or others.
- 15.4E Contractor shall not be entitled to compensation for delay to the Work caused by the following reasons:
1. District's right to sequence the Work in a manner which would avoid disruption to District's contractors and their subcontractors and District's employees, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; District's enforcement of any government act or regulation; or the provisions of the Contract Documents;
 2. For changed Site conditions that are beyond the parties' contemplation, except that District may approve direct costs associated with unknown conditions (but not costs or damages which result from such delays); and
 3. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by District or its consultants in a reasonable time commensurate with Contract Documents requirements.
- 15.4F (As used herein, "compensation" includes any and all claims of any type for costs or damages resulting from delay, including but not limited to, and by way of example only, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays.)
- 15.5 Liquidated Damages**
- 15.5A Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined in Document 00520, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
- 15.5B District may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

16. **WORKING CONDITIONS AND PREVAILING WAGES**

16.1 **Use of Site/Sanitary Rules**

- 16.1A All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval.
- 16.1B Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
- 16.1C During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall clean the site, remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
- 16.1D Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

16.2 **Protection of Work, Persons, and Property**

- 16.2A Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with Work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to Work, property or structures, and all injuries to persons, either on the Site or constituting the Work (e.g., materials in transit), arising from the performance of Work of the Contract Documents from a cause.
- 16.2B Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
- 16.2C Contractor shall remedy all damage, injury or loss to any property referred to in Paragraph 16.2A of this Document 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is

- completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
- 16.2D Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
- 16.2E District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until any and all suits or claims against Contractor for injury to persons or property shall be settled and District receives satisfactory evidence to that effect.
- 16.3 Responsibility for Safety and Health**
- 16.3A Contractor shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and District's safety regulations as amended from time to time. Contractor shall comply with all District directions regarding protective clothing and gear.
- 16.3B Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard.
- 16.3C Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed, District-designated routes for ingress and egress thereto, and any other District-designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.
- 16.4 Emergencies**
- 16.4A In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from District, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by District. Contractor shall give District prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If District determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.
- 16.5 Use of Roadways and Walkways**
- 16.5A Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with District's prior concurrence, Contractor may provide a detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.
- 16.6 Nondiscrimination**
- 16.6A No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the

Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

16.7 Prevailing Wages

- 16.7A Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
- 16.7B Contractor shall forfeit, as a penalty to District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any Work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this Paragraph 16.7B and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this Document 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by District. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
- 16.7C Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of Work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
- 16.7D Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

16.8 SB 854 Compliance

- 16.8A No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 16.8B All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

16.9 Labor Compliance Program:

16.9A This contract may be subject to a labor compliance program, as described in subdivision (b) of Section 1771.5 of the Labor Code. The Labor Compliance Program ("LCP") is incorporated by reference into the Contract and it will be enforced as required by state law and regulations and the Director of the Department of Industrial Relations. The Contractor shall comply with all requirements identified in the Labor Compliance Program.

16.9B Contractor or Subcontractor agrees that submission of Certified Payroll Records as well as all related or subsequent requests for supporting documents made by the Owner or its LCP shall be a condition precedent to receipt of a progress, final or retention payment. The Owner shall withhold any portion of the progress payment up to and including the entire payment until the Certified Payroll Records requirement is met by the Contractor or Subcontractor. If the Contractor or Subcontractor is determined to have failed to pay workers in compliance with the applicable prevailing wage sections of the Labor Code, the Owner's LCP, the Owner shall continue to withhold progress, final or retention payments until sufficient funds have been withheld for payment of wages to workers and all applicable penalties imposed by the LCP.

16.9C The Contractor and Subcontractors shall maintain, and furnish with each Application for Payment to the District, certified copies of all weekly payrolls for the period covered by the Application for Payment containing a statement of compliance signed under penalty of perjury.

16.9D The Labor Compliance Officer shall review, and, if appropriate, audit payroll records to verify compliance with Chapter 1, Part 7 of Division 2 of the California Labor Code. The District shall withhold contract payments when payroll records are delinquent or inadequate.

16.9E The Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of a written notice requesting Certified Payroll Records or supporting documents. In the event that the Contractor or Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the Owner or its LCP, forfeit twenty-five dollars (\$25) 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.

16.9F A pre-job conference shall be held with the Contractor and Subcontractors to discuss Federal and State labor law requirements applicable to the Project.

16.10 Environmental Controls

16.10A Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any Work performed under the Contract Documents including, without limitation, any toxic, water, stormwater management and soil pollution controls and air pollution controls specified in Government Code Section 11017. Contractor shall be responsible for insuring that Contractor's Employees, Subcontractors, and the public are protected from exposure to airborne hazards or contaminated water, soil, or other toxic materials used during or generated by activities on the Site or associated with the Project.

16.11 Shoring Safety Plan

16.11A Any conflict between this Paragraph 16.9 and Division 2 of the Specifications shall be resolved in favor of the most stringent requirement.

16.11B At least five Days in advance of any excavation five feet or more in depth, Contractor shall submit to District a detailed plan showing the shoring, bracing and sloping design (including calculations) and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California shall prepare

and sign any plan that varies from the shoring system standards established by the State Construction Safety Orders.

- 16.11C During the course of Work, Contractor shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Contractor will be solely responsible for any damage or injuries that may result from excavating or trenching. District's acceptance of any drawings showing the shoring or bracing design or Work schedule shall not relieve Contractor of its responsibilities under this Paragraph 16.9.
- 16.11D Appoint a qualified supervisory employee who shall be responsible to determine the sloping or shoring system to be used depending on local soil type, water table, stratification, depth, etc.

END OF DOCUMENT

DOCUMENT 00821

SUPPLEMENTARY CONDITIONS - INSURANCE

1. SUMMARY

- A. This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions).

2. SUPPLEMENTS

- A. Add new paragraph 4.2:
- 4.2.A. At or before the date specified in Document 00200 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:
1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a Standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse, and underground hazards. The limits of such insurance shall not be coverage of less than \$1,000,000.00 each occurrence, \$2,000,000.00 general aggregate limit, and \$2,000,000.00 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000.00 each person Bodily Injury, \$1,000,000.00 each occurrence Bodily Injury, and \$1,000,000.00 each occurrence Property Damage.
 3. All-Risk Course of Construction Insurance including damage to property owned by District, Contractor or third parties caused by fire. Insurance shall be in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Deductible shall not exceed \$10,000.00. Each loss shall be borne by Contractor.
 4. Workers' Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as "Workers' Compensation Insurance and Safety Act," approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount.
 5. Environmental Impairment Liability Insurance covering bodily injury and property damage utilizing an occurrence policy form, in an amount no less than \$1,000,000.00 combined single limit for each occurrence.

- 4.2.B. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) for all insurance policies except Workers' Compensation shall have an A. M. Best Company rating of A or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of District, warrant such increase. Contractor shall increase required insurance amounts upon direction by District.
- 4.2.C. Required Endorsements: The policies required under paragraphs 4.2.A.1, 4.2.A.2 and 4.2.A.5 of this Document 00700 shall be endorsed as follows:
1. Name District, its Board of Directors, and their employees, representatives, consultants, and agents, and Project Manager as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 2. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs 4.2.A.1 and 4.2.A.2 [Option: and 4.2.A.5] of this Document 00700.
 3. Insurance shall be primary to District and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.
- 4.2.D. Additional Endorsement: The policy required under paragraph 4.2.A.1 of this Document 00700 shall be endorsed as follows:
1. Name the State of California, its officers, agents, employees, and servants as additional insured, but only with respect to liability arising out of the activities of the named insured.
- 4.2.E. Certificates of insurance and endorsements shall have clearly typed thereon District Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Purchasing Manager) at the address listed in Document 00520 (Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Written notice of cancellation for non-payment shall be mailed within 10 Days of cancellation. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- 4.2.F. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

- 4.2.G. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.
- 4.2.H. Nothing in paragraph 4.2 of this Document 00700 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- 4.2.I. Except for, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten Days of District's request.
- 4.2.J. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").
1. Each Professional shall maintain the following insurance:
 - a. Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's Work on the Project, in an amount not less than \$1,000,000.00 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
 - b. All insurance required by paragraphs 4.2.A.1, 4.2.A.2, and 4.2.A.4 of this Document 00700. Professional shall satisfy all other provisions of paragraph 4.2 of this Document 00700 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

END OF DOCUMENT

DOCUMENT 00822

APPRENTICESHIP PROGRAM

1. COMPLIANCE REQUIRED

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

2. CERTIFICATION OF APPROVAL

- A. California Labor Code §1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one *hour* of apprentices work for every five *hours* of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:
1. When unemployment for the previous three month period in the area exceeds an average of 15 percent;
 2. When the number of apprentices in training in the area exceeds a ratio of one to five;
 3. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
 4. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

3. FUND CONTRIBUTIONS

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

4. APPRENTICESHIP STANDARDS

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

END OF DOCUMENT

DOCUMENT 00910

ADDENDA

CONTRACT NUMBER B-03-2014-15

INSTALLATION OF SECURITY FENCING AT FOUR SCHOOL SITES

[DOCUMENT TO BE COMPLETED AS ADDENDA DURING BID PERIOD]

The following Addenda were issued, modifying the Project Manual:

Addendum No. 1, issued on **[date]**

Addendum No. 2, issued on **[date]**

[continue as appropriate]

(Addenda have been incorporated into the conformed Project Manual.)

END OF DOCUMENT

SECTION 01035

ALLOWANCES

Part 1 – General

1.01 RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions of Division 1 Specification sections, apply to work of this section.

1.02 DESCRIPTION OF REQUIREMENTS:

- A. Definition: An allowance is a value to be included in the Base Bid. The value of each allowance is to be used by the School District to fund the cost for repairs or replacements but not shown on the drawings or covered in another specification section as being repaired or replaced.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each allowance to complete and fully integrated into the project.
- C. Include as part of each allowance, miscellaneous devices, appurtenances and similar item incidental to or required for a complete installation.

PART 2 – PRODUCTS

Not used

PART 3 – EXECUTION

3.01 SCHEDULE OF ALLOWANCES:

- A. Allowance for Repairs or replacement: Include an allowance of \$2,000 in the Base Bid for repairs and replacement but not shown on the Drawings or covered in another specification section as being repaired or replaced.
- B. The value of necessary repairs and replacement of such hidden conditions will be reviewed and addressed at the time of discovery on a time and material basis without allowance for the extension of time to complete all work.

END OF SECTION

SECTION 01100

SUMMARY

PART 1 GENERAL

1.1 SUMMARY

A. Section includes:

1. Summary of Work and Work Restrictions including:

- a. Work Covered By Contract Documents
- b. Bid Item, Allowances and Alternates
- c. Work Under Other Contracts
- d. Future Work
- e. Work Sequence
- f. Work Days and Hours
- g. Shutdown for Discovery of Cultural Resources
- h. Cooperation of Contractor and Coordination with Other Work
- i. Partial Occupancy/Utilization Requirements
- j. Contractor Use of Site
- k. Air Quality Standards
- l. Construction Staking and Monument Protection
- m. Protection of Existing Structures and Underground Facilities
- n. Permits
- o. District-Furnished Products

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Work comprises of Bid B-03-2014-15 Installation of Security Fencing at Four School Sites.

Contract Documents fully describe the Work.

B. The Work of this Contract comprises construction of all the Work indicated, described in the Specifications, or otherwise required by the Contract Documents.

C. Unless provided otherwise in the Contract Documents, all risk of loss to Work covered by Contract Documents shall rest with Contractor until Final Acceptance of the Work.

D. Cost of maintenance of systems and equipment prior to Final Acceptance will be considered as included in prices Bid and no direct or additional payment will be made therefor.

1.3 BID ITEMS, ALLOWANCES AND ALTERNATES

- A. Any Bid item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Bid items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Section 01200 (MEASUREMENT AND PAYMENT).
- C. For all Bid items, furnish and install all Work, including connections to existing systems, indicated and described in Specifications and all other Contract Documents. Work and requirements applicable to each individual Bid item, or unit of Work, shall be deemed incorporated into the description of each Bid item (whether Lump Sum or Unit Price).
- D. Descriptions of Lump Sum Items (listed by Bid item numbers):
- E. Descriptions of Unit Price Items and Basis of Measurement for Payment (listed by Bid item numbers):
- F. Allowances: **\$2,000** (See Section 01035 Quantity Allowances)
- G. Alternates: (N/A)

1.4 DESCRIPTIONS OF BID DIVISIONS

- A. BID DIVISION DESCRIPTIONS - Bid Division Descriptions are listed below and described on the pages immediately following. Also refer to other portions of this section for further details.
- B. General - For the purpose of clarity, the scope of work for each Bid Division has been divided into two categories: "INCLUDED", and "NOT INCLUDED".
 - a. Items listed under "INCLUDED" are the standard and/or "conventional" work scope of each Bid Division as well as some items which may be considered less obvious or "unconventional," but which are included in the work scope of a particular Bid Division.
 - b. Information provided under the heading "NOT INCLUDED" is for the purpose of indicating the beginning and termination of a point, and/or to provide an understanding of fringe involvement's either not included or included in Bid Divisions. (Information under this heading is not always necessary to delineate a Bid Division.)
 - c. Bid Divisions are the categories of Work into which the Project will be divided for bidding and construction. Bid Divisions should not be confused with Specification Sections.
 - d. Bid Division Descriptions (Section 01100) are written descriptions of the Scope of the Work included in each of the Bid Divisions.
 - e. The General Conditions, Divisions 0 and 1 remain a requirement for every Bid Divisions, for the Work of each Bid Division.
 - f. Each Bid Division Contractor shall enter into an agreement with the District, creating a multiple prime contract approach to complete the work of this project.
 - g. Bid Division Descriptions have been written to clearly define the Scope of Work for each Bid Package. Assigning or separating any portion of the Technical Specification typically

does this. Contractors are encouraged to request information or clarification by submitting a written request to the office of the Construction Manager. The District will not be responsible for a Contractor's incorrect interpretation of the Descriptions.

- h. Although each Bid Division involves a standard segment of "conventional" trade contracting, multiple contract project delivery requires that adjustments be made to permit the completion of each Bid Division as a separate segment of construction. Each Contractor shall carefully review the total scope of responsibilities with respect to the Work of the Bid Division(s), and shall provide for the total scope in Contractor's Proposal.
- i. Each Contractor shall become familiar with the work scopes of all other Bid Divisions, which interface with the Bid Division of which a proposal is being submitted. Each Contractor shall consider that the work of Contractor's Bid Division(s) may follow the work of another Bid Division, that other Contractors may perform work after the work of Contractor's Bid Division(s), and that other Contractors must work simultaneously with the work of Contractor's Bid Division(s). Each Contractor shall include provisions for such sequencing and scheduling and for cooperation and coordination with such other Contractors in the Bid Proposal.
- j. Bidders shall construe nothing contained in the Bidding Documents, including the Bid Division descriptions, as an assignment of work to any construction industry trade. Each Bidder is responsible for Bidder's own work assignments within the Bid Division.
- k. Some "Work Included" applies to multiple Bid Divisions, and is required to be performed by more than one Bid Division. The appearance of the same Work, by naming of the same specification section or terms, within separate Bid Divisions shall be bid as if required by each division. Immediately after the opening of the bids, Contractor shall identify any such duplication, implied or otherwise. The District will then review the item and make a selection as to which division will perform the Work. The division not selected to perform the Work will provide a full credit to the District, inclusive of all mark-ups, bonds, multipliers, overhead and profit.
- l. If conflicts exist within the contracts documents, each Contractor in every Bid Division shall base their lump sum bid pricing on the portion of the Contract Documents that are the higher quality, greater quantity, more architecturally pleasing, more complex approach, more stringent or limiting requirement. Contractor shall present the conflicting issues to the Architect through the RFI process and provide a proposed cost savings if the Architect is to permit the implementation the reduced quality, quantity, complexity, or allow the less stringent, limiting or architecturally pleasing option. Contractor shall install the portion of the Contract Documents that are the higher quality, greater quantity, more architecturally pleasing, more complex approach, more stringent or limiting requirement, unless directed otherwise.

1.5 **WORK UNDER OTHER CONTRACTS**

None expected

1.6 **FUTURE WORK**

A. None expected

Summary

Installation of Security Fencing at Four
School Sites

1.7 WORK SEQUENCE

- A. Construct Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District.

1.8 WORK DAYS AND HOURS

- A. Work Days and hours: Monday-Friday inclusive, 7:00 a.m.-5:00 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless Contractor requests otherwise from District in writing at least 48 hours in advance and District approves in its sole discretion.
- C. Contractor will not be permitted to schedule utility shutdowns on Fridays.

1.9 SHUTDOWN FOR DISCOVERY OF CULTURAL RESOURCES

- A. If discovery is made of items of historical archaeological or paleontological interest, immediately cease all Work in the area of discovery. Archaeological indicators may include, but are not limited to, dwelling sites, locally darkened soils, stone implements or other artifacts, fragments of glass or ceramics, animal bones, human bones, and fossils. After cessation of excavation, immediately contact District. Do not resume Work until authorization is received from District. When resumed, excavation or other activities shall be as directed by District.

1.10 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00700 (General Conditions), Paragraph 6.
- B. Constantly review Contract Documents, submittals, changes, and prepare overlay drawings as necessary to avoid conflicts, errors, omissions and untimely construction.

1.11 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS

- A. Allow District to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by District shall not in any way evidence the completion of the Work or any part of it.
- C. Contractor shall not be held responsible for damage to the occupied part of the Work resulting from District occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
 - 1. Responsibility for operation and maintenance of said equipment shall remain with Contractor.
 - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
 - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.

- 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Contractor of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to Defective materials or workmanship or to operations of Contractor, shall be made at expense of Contractor, as required in Document 00700 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Section 01100 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Contractor of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.
- H. District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in this Section 01100, if any, prior to Substantial Completion of all of the Work. Notify District in writing when Contractor considers any such part of the Work ready for its intended use and Substantially Complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

1.12 **CONTRACTOR USE OF SITE**

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of District or other contractor.
- E. Coordinate parking, storage, staging, and Work areas with District.
- F. District will provide a storage area for Contractor's equipment and materials.
- G. Do not store construction materials in the Dripline of any tree.
- I. **For access to District property:** The entrance to the access road is protected with a gate and lock. Contractor shall insert Contractor's own lock in series and ensure that the entrance is locked at the end of each workday and at other times as may be necessary to control unauthorized entry.
- J. **For work in District building:** Contractor shall contact District at least 2 Business Days prior to entering the building and performing Work to allow District to arrange access into the building.
- K. Prior to commencement of Work or excavation, Contractor and the District shall jointly survey the area adjacent to the Project area making permanent note and record of such existing damage such as cracks, sags or other similar damage. This record shall serve as a basis for determination of subsequent damage to structures, conditions or other existing improvements due to Contractor's operations. All parties making the survey shall sign the official record of existing damage. Cracks, sags or damage of any nature to the adjacent Project area, not noted in the original survey but subsequently noted, shall be reported immediately to the District.

- L. The Contractor shall follow all city ordinances in force during the duration of this Contract.
- M. Dumpsters shall be removed from the Site before 7:00 a.m. or after 5:00 p.m. on any school day.
- N. It is essential that the Contractor perform the Work with as little interference and disturbance as possible to the surrounding neighborhood.
- O. Access Request forms shall be submitted 48 hours in advance of anticipated on-site Work to gain permission to enter Site and to allow notification to occupants.
- P. When suspect materials, outside the scope of Work, are encountered during the Work or restoration process, the Contractor shall immediately contact the Project Manager for evaluation and approval of the methods for dealing with the material.

1.13 AIR QUALITY STANDARDS

- A. Ensure that idling time for all heavy equipment is minimized to reduce on-Site emissions.
- B. Maintain equipment in good mechanical condition.
- C. Cover trucks hauling dirt.
- D. Limit dust emissions during periods of high winds (greater than 15 miles per hour).
- E. Replace ground cover in disturbed areas as soon as possible.
- F. Enclose, cover, water, or apply soil binders to exposed stockpiles.
- G. Remove earth tracked onto neighboring paved roads at least once daily.
- H. Limit equipment speed to 10 miles per hour in unpaved areas.

1.14 CONSTRUCTION STAKING AND MONUMENT PROTECTION

- A. Notify District 3 Business Days prior to the need for initial staking. District will provide engineering surveys to establish construction stakes that in District's judgment are necessary to enable Contractor to proceed with the Work.
- B. If Contractor finds any additional staking necessary, notify District in writing 2 Business Days in advance. District shall have no liability for any inadequacy unless Contractor notifies District and District fails to cure within 3 Business Days of such notice.
- C. Contractor shall be responsible for laying out the Work, shall protect and preserve the established construction stakes and property monuments, and shall make no changes or relocations without the prior written approval of District. Whenever Contractor knows or reasonably should know that any Work activity is likely to damage or destroy any construction stakes or property monuments, or require relocation because of necessary changes in grades or locations, provide at least 2 Business Days advance notice to District. In any event, notify District whenever any construction stakes or property monuments are lost or destroyed or require relocation because of necessary changes in grades or locations. District shall replace or repair construction stakes or property monuments at Contractor's expense.
- D. Perform brush clearing and traffic control, as necessary, in District's sole judgment.

- E. Illegible survey requests or requests for surveys without proper (at least 3 Business Days) notification, may result in delayed surveys. No extension of Contract Time will be allowed due to such delays.
- F. If District's survey crews are not available to perform the survey staking following proper notification, Contractor shall provide its own survey staking. Provide District with Contractor's survey staking information in writing within 3 Business Days after it becomes available to Contractor.

1.15 **PROTECTION OF EXISTING STRUCTURES AND UNDERGROUND FACILITIES**

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water lines, gas lines, electrical lines, hot water lines, and other similar items and Underground Facilities that are known to District.
 - 1. At least 2 Business Days, or as otherwise noted, prior to commencement of excavation, notify the owners of the following Underground Facilities:
 - a. Sewer lines: City of San Jose Dept. of Transportation,
Phone: (408) 277-4373
 - b. Water/Sewer lines: City of San Jose Municipal Water Dept.,
Phone: (408) 277-4036
 - c. Water/Sewer lines: City of San Jose Public Works Dept.,
Phone: (408) 277-4333
 - d. Telephone conduit: AT&T Phone: USA Toll Free: (800) 750-2355
 - e. Cable: Comcast Inc Phone: USA Toll Free: (800) 984-2824
- B. Where overhead service to a structure, known to receive service, does not exist, then underground service shall be assumed to exist.
- C. Attention is also directed to the existence of overhead power and telephone lines.
- D. Perform pot-holing by hand within 24 inches (in any direction) of the Underground Facilities. This may be done on an area-by-area basis, but shall be accomplished at least 7 Days in advance of the date of construction within such area.
- E. Telemetry antennas: Ensure that the telemetry and voice communication antennas located on any school roof remains operational. District's telemetry system is critical to the function and operation of District's water supply and distribution system. Coordinate relocation of equipment related to the telemetry and voice communication systems with District. Notify District 3 Days prior to conducting any Work in the vicinity of the telemetry antenna.
- F. No attempt has been made to locate private utilities on private property such as sprinkler irrigation systems or electrical conduits. Contact the property owners prior to construction.
- G. In addition to reporting, if a utility is damaged, Contractor must take appropriate action as provided in Document 00700 (General Conditions).
- H. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Contractor's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00700 (General Conditions).

1.16 PERMITS

- A. Permits, agreements, or written authorizations that are known by District to apply to this Project will be secured by the District as required.
- B. All other permits that may be required, such as electrical, mechanical, fire prevention, irrigation, grading, slope protection, tree cutting, etc., have not been applied for and shall be obtained by Contractor. Applicable permit fees will be reimbursed to the extent specified in Document 00700 (General Conditions).

1.17 ACTUAL DAMAGES FOR PERMIT VIOLATIONS

- A. In addition to damages which are impracticable or extremely difficult to determine, for which liquidated damages will be assessed as described in Paragraph 15.5 of Document 00700 (General Conditions), District may incur actual damages, including fines imposed by any regulatory agency, resulting from loss of use in violation of legal or regulatory requirements where the violations result from Contractor's activities. Continuous operation of the appropriate components in compliance with legal or regulatory requirements is essential to avoid discharges that would violate applicable regulations. Violations or threatened violations may subject District to fines per day or occurrence and/or other costs or civil liabilities.
- B. Contractor shall be liable for and shall pay District the amount of any actual losses in addition to liquidated damages or other remedies provided by the Contract Documents.
- C. The amount of liquidated damages provided in Paragraph 15.5 of Document 00700 (General Conditions) is not intended to include, nor does the amount include, any damages incurred by District for reasons other than those listed in that paragraph. Any money due or to become due to Contractor may be retained by District to cover both the liquidated and the actual damages described above and, should such money not be sufficient to cover such damages, District shall have the right to recover the balance from Contractor or its sureties.

PART 2 PRODUCTS

2.1 PRODUCTS ORDERED IN ADVANCE

- A. As provided in Section 01200 (MEASUREMENT AND PAYMENT), and subject to all other provisions of the Contract Documents, District will pay for identified materials and equipment indicated in the Drawings as District provided.

2.2 DISTRICT-FURNISHED PRODUCTS

- A. District-Furnished Products:
 - 1. Please refer to the Drawings
- B. District's Responsibilities:
 - 1. Arrange for and deliver District-reviewed Shop Drawings, Product Data, and Samples, to Contractor.
 - 2. Arrange and pay for delivery to Site.

3. On delivery, inspect products jointly with Contractor.
 4. Submit claims for transportation damage and replace damaged, Defective, or deficient items.
 5. Arrange for manufacturers' warranties, inspections, and service.
- C. Contractor's Responsibilities:
1. Review District-reviewed Shop Drawings, Product Data, and Samples.
 2. Receive and unload products at Site; inspect for completeness or damage jointly with District.
 3. Handle, store, install, and finish products.
 4. Repair or replace items damaged after receipt.
 5. Install into Project per Contract Documents.

PART 3: EXECUTION

3.1 WORK SPECIFICALLY REQUIRED OF EACH BID DIVISION

- A. All Work is divided into Bid Divisions as listed above and as described below and, shall be bid and accomplished according to the Bid Divisions listed.
- B. The Scope of "Work Included" is inclusive, but is not limited to the Bid Division description below. Each Contractor is responsible for providing Work that could be reasonable assumed by the Architect to be part of this Contractor's Bid Division, AND, which is not identified as "Work Not Included" in the Contractors Bid, or in the Bid Division Description. The Architect shall have sole authority to determine what is not in the Contractor's Scope of Work.
- C. Each Bid Division as laid out in the 01100's is provided as an aid and overview of Scope, and in no way is to be construed as ALL INCLUSIVE detailed description, each Bid Division shall be fully responsible for all work in ALL Contract Documents, including the General Conditions, Divisions 0 and 1.
- D. District staff, students, parents, community and other third parties will have access to the campus. The various school campuses must maintain their operations throughout the execution of the work of this contract. Maintaining the access, safety and protection of the existing developments is critical and required by every Bid Division. If the Contractor fails to provide safe, proper and well planned access for District staff, students, parents and the community during the course of the work (or at the end of a working day) the District will provide the required safety and access measures. The work provided by the District, or their designated Contractor, shall be performed in accordance with General Conditions Failure of the Contractor to Correct Work, without the requirement of a 48 hour notice.
- E. Contractor is fully aware and has taken into consideration that the Work of this project is preceding under accelerated timeframes with multiple prime contracts, at the same time and all costs associated with the unique conditions of this project are taken into account when submitting their lump sum bid. This includes working multiple crews at the same time with proper supervision, coordination; scheduling and cooperation are a critical part of this project.
- F. Contractor shall include in their submitted lump sum bid all costs associated with completing the

work of this Project in accordance with the Preliminary Project Schedule, (1) page dated May 28, 2009. This shall include all punchlist, and coordination with other Bid Divisions and the District.

- G. Contractor shall be prepared to timely execute the documentation requirements, scheduling requirements, detailed daily coordination required and project management needs for this project.
- H. The construction access point into the each site is restricted. Contractors will be required to work through and cooperate with the detailed construction coordination required to install new work and coordinate the work with the occupants, functions of the District. Contractors are to include the resulting off hour work, split delivery times and truck access times and phased access to this area in their lump sum bid price. Additionally other work will be ongoing before, during and after this project timeline and cooperation from all parties is required.
- I. It is understood and agreed that while work is being performed, a full time Foreman/Superintendent will be on site to direct and supervise all work.
- J. Furnish, install and remove any and all necessary temporary bracing, scaffolding, shoring or false work required. Include all temporary items necessary to protect the integrity of all structures and finishes until the completion of the final work and/or until such temporary items are no longer necessary. Note that most if not all of the work of this scope will take place after the finish pavement, building and adjacent materials are installed and protection of those finished materials is critical to the success of the project. Provide all visqueen, tenting, cardboard, trench plates, plywood and planking built-up required to complete and to protect the existing surfaces from the work, materials and equipment of this scope.
- K. Contractor is to prime and paint surfaces of all items that will be concealed or exposed that are to be painted.
- L. Continuous housekeeping and daily clean up is MANDATORY. The Contractor shall put debris in own debris boxes and/or remove debris from the site at Contractor's own expense prior to the end of the work day or as directed by the Construction Manager. All debris boxes and containers shall be kept free of graffiti at all times. If Contractor fails to perform daily clean up, the Construction Manager shall order the clean up done at Contractor's expense.
- M. Contractor is notified that the District and other Contractors shall be performing other work at this site and all work must be coordinated through the District Contractor shall coordinate their work with all other work on site and not encumber their other work with the work of this project. Contractor shall limit their loud or noise disruptive to teaching to off hours.
- N. The drawings show a diagrammatic distance relationship only, Contractor shall field verify all actual dimensions of work prior to submitting their bid. All costs associated for actual routing and dimensions are to be included in the submitted bid value.

END OF SECTION

SECTION 01200

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes:
 - 1. Description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.2 REFERENCES

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

1.3 SCOPE OF WORK

- A. The Contract Sum for performance of the Work under Contract Documents, or under any Bid item, allowance, or Alternate, shall include full compensation for all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of the Work, whether or not expressly specified or indicated.

1.4 DETERMINATION OF QUANTITIES

- A. Quantity of Work to be paid for under any item for which a unit price is fixed in Contract Documents shall be, as determined by District, number of units of Work satisfactorily completed in accordance with Contract Documents or as directed by District. Unless otherwise provided, determination of number of units of Work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for Work done outside of limits. Unit Prices shall apply to Work covered by unit prices so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in Document 00400 (Bid Form) or otherwise referenced in Section 01100 (Summary). If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Contractor's incremental cost differential resulting from increased or decreased economies of scale.

1.5 BASIS OF PAYMENT

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by District and certified by Contractor, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and Work is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

- C. Allowances: Allowance items (if any) will be paid for as provided in Section 01100 (Summary). Funds authorized for Allowance Work will not be released for Contract payments unless District has authorized Allowance Work in writing. Unused allowance amounts at Contract completion shall reduce the Contract price accordingly.
- D. District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to delete entire Bid item or items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of District. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of Work actually done and estimated amount as set forth herein, or for elimination of Bid items.
- E. No payment shall be made for materials or equipment not yet incorporated into the Work, except as expressly specified otherwise in Section 01100 (Summary).

1.6 **PROGRESS PAYMENTS**

- A. If requested by Contractor, progress payments will be made monthly.
- B. Schedule of Values:
 - 1. Within ten Days from issuance of Notice of Award and prior to the Contractor's first Application for Payment, Contractor shall submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Contractor shall furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. This breakdown shall be referred to as the Schedule of Values.
 - 2. Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor's total Contract Sum, less any allowances designated by District. Scheduling, record documents and quality assurance control shall be separate line items.
 - 3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
 - 4. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.

C. Monthly Report Sheets and Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices, reconcile the amount of Work completed monthly with District, and sign District's monthly report sheet certifying to the Work done. Monthly report sheets shall be considered the true record of the Cost of the Work and Contractor shall submit in a form acceptable to District an itemized cost breakdown of Contractor's record of Cost of the Work together with supporting data and any certification required by District. In addition:

1. On or before the sooner of (a) the 20th Day of each month and (b) receipt of District's approval of the updated Schedule as required by Section 01320 (Progress Schedules and Reports), Contractor shall submit to District four copies of an Application for Payment for the cost of the Work put in place during the period from the 15th Day of the previous month to the 15th Day of the current month, along with one copy of the District-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. District and Contractor will reconcile any differences in the field, based on the reconciled monthly report sheets. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor's Application for Payment being delayed for more than a Day for Day basis.

District suggests the use of AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT with G703, CONTINUATION SHEET or something similar for applications for payment. This form requires NOTORIZATION.

2. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01320 (Progress Schedules and Reports), justifies denying the entire Application for Payment.
3. Each Application for Payment shall list each Change Order and Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the Work activities, consistent with the descriptions of original Work activities. Contractor shall submit a monthly Change Order/CCD status log to District.
4. If District requires substantiating data, Contractor shall submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Contractor shall submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
5. If Contractor fails or refuses to participate in monthly Work reconciliations or other construction progress evaluation with District, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to District.

D. Progress Payments

1. District will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or Defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
3. Pursuant to California Public Contract Code §20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, District shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the California Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven-Day return requirement set forth herein.
4. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
5. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. This also includes copies of certified payroll from contractor and subcontractors for the current payment period.

E. Compliance with SB 854

1. No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

2. In accordance with subdivision (b) (1) of Section 1771.5 of the Labor Code, the following notice is given: Contractor and any subcontractors are required to review and comply with the provisions of the California Labor Code, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning the determination and payment of prevailing wages, retention, inspection, and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid constitutes Contractor's representation that it has thoroughly reviewed these requirements.

1.7 FINAL PAYMENT

- A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punch list, testing, record documents and Contractor maintenance after Final Acceptance, District will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including, without limitation, retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.
- B. Prior progress payments and change orders shall be subject to audit and correction in the final payment. District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.
- C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to final payment, Document 00650 (Agreement and Release of Any and All Claims).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01250

MODIFICATION PROCEDURE

PART 1 GENERAL

1.1 GENERAL

- A. Only Contractor or District may initiate changes in scope of Work or deviation from Contract Documents.
 - 1. Contractor may initiate changes by submitting a Request for Information (RFI), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
 - a. RFI's shall be submitted to seek clarification of or request changes in the Contract Documents.
 - b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).
 - c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).
 - 2. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
 - 3. District may initiate changes in the Work or Contract Time by issuing RFP's to Contractor. Such RFP's will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
 - 4. District may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by District only.

1.2 PROCEDURES

- A. **Cost Proposal and Procedures:** Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of actual, current costs of credits, deducts, and extras; and itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.
 - 1. If District accepts a Cost Proposal, District will prepare Change Order for District and Contractor signatures.
 - 2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Section

01250, Contractor shall have seven Days in which to respond to District with a revised Cost Proposal.

3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to Gale and Associates. Contractor shall use RFI format provided by District. Contractor must submit time critical RFI's at least 30 Days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

1. Architect will respond within seven Days from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.
2. If Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.
3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to District clarifying original RFI. Additionally, Architect may return RFI requesting additional information should original RFI be inadequate in describing condition.
5. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify Architect in writing within seven Days after receiving the response. If Architect disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 Days. If Architect agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor's failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Supplemental Instruction: Architect may issue Supplemental Instruction to Contractor.

1. If Contractor is satisfied with Supplemental Instruction and does not request a change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
2. If Contractor believes that Supplemental Instruction results in a change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to Architect within 21 Days of receiving the Supplemental Instruction.

D. Construction Change Directives: If at any time Architect believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, Architect may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to Architect's CCD within 10 Days.

1. Contractor's response must be any one of following:
 - a. Return CCD signed, thereby accepting Architect's response, time, and cost.
 - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if Architect so requests.
 - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00700 (General Conditions), and submit its Claim within 30 Days.
 2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - c. Cost to be determined in a manner agreed.
 3. CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
 4. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Architect on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Contractor may file a Claim per Article 12 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in this Section 01250.
 5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to District for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.
- E. **District Requested RFP:** Contractor shall furnish a Cost Proposal within 21 Business Days of Architect's RFP. Upon approval of RFP, District will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 12 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. **Differing Site Conditions:** Contractor shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to Paragraph 13.4 of Document 00700 (General Conditions), which shall govern. If Architect determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.

- G. **Hazardous Waste Conditions:** Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to Paragraph 13.5 of Document 00700 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.

1.3 COST DETERMINATION

- A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs, and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCD's, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against District, its representatives or agents, whether arising from breach of Contract, negligence, or strict liability, unless specifically authorized in the Contract Documents.
- B. **Overhead and Profit:** (Overhead shall be as defined in this Section 01250)
1. Overhead and profit on labor for extra Work shall be 15 percent.
 2. Overhead and profit on materials for extra Work shall be 15 percent.
 3. Overhead and profit on equipment rental for extra Work shall be 10 percent.
 4. When extra Work is performed by a first tier Subcontractor, Contractor shall receive a 5 percent markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.
 5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the 10 percent markup as mutually agreed.
 6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of Contract tiers.
 7. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in this Section 01250. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall apply.
 8. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.
- C. Taxes:
1. All State sales tax, use tax, and Santa Clara County and applicable City sales taxes shall be included.
 2. Federal and Excise tax shall not be included.

- D. **District-Operated Equipment:** When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:
1. Payment for equipment will be made in accordance with this Section 01250.
 2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location of Work, whether or not owner-operator is actually covered by such an agreement.
- E. **Accord and Satisfaction:** Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay, and any other type of claim. Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00700 (General Conditions) no later than 30 Days of Contractor's first written notice of its intent to reserve rights.

1.4 COST BREAKDOWN

- A. **Labor:** Contractor will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:
1. **Actual Wages:** Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 2. **Labor Surcharge:** Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in Paragraph 1.4(A)(1) of this Section 01250, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. **Material:** Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
 3. If cost of a material is, in opinion of District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Section 01250.
- C. **Equipment Rental:** For Contractor- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which

schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by District. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
 - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:
 - a. District will pay for costs of loading and unloading equipment.
 - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
 - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
 - d. District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which District directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

- C. **Work Performed by Special Forces or Other Special Services:** When District and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may

be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in Paragraph 1.3B of this Section 01250, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

1.5 **FORCE-ACCOUNT WORK**

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to this Section 01250.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between District and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.
- D. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made.
- E. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District when 75 percent of the NTE amount has been expended.
- F. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this Paragraph 1.5 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.6 **DISTRICT-FURNISHED MATERIALS**

- A. District reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.7 **OVERHEAD DEFINED**

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
2. Routine field inspection of Work proposed
3. General Superintendence
4. General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries
8. Janitorial services
9. Temporary on-Site facilities:
 - a. Offices
 - b. Telephones
 - c. Plumbing
 - d. Electrical: Power, lighting
 - e. Platforms
 - f. Fencing, etc.
 - g. Water
10. Home Office Overhead
11. Insurance and Bond premiums
12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
13. Surveying
14. Estimating
15. Protection of Work
16. Handling and disposal fees
17. Final cleanup
18. Other incidental Work

1.8 **RECORDS AND CERTIFICATION**

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each Day. Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size, type, and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

- B. No payment for Force-Account Work shall be made until Contractor submits original invoices substantiating materials and specialists charges.
- C. District shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor's claims for Modification of Contract, including Force-Account Work and CCD Work.
- D. Further, District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, bidding records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00700 (General Conditions).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

COST PROPOSAL FORM FOLLOWS ON NEXT PAGE

END OF SECTION

COST PROPOSAL (CP)

Installation of Security Fencing at Four School Sites
Contract Number B-03-2014-15

CP Number: _____

Date: _____

In Response To _____
RFP #, etc.**To: Berryessa Union School District**

Attention: John Cimino, Interim Program Manager
945 Piedmont Road
San Jose, CA 95132
Phone: (408) 724-0461

Subject Ref. No: _____
(for Project Manager use only)

Fax: (408) ____ - ____

From: [Insert Contractor's Name/Address]

This Cost Proposal is in response to the above-referenced _____ [insert RFP, etc. as applicable].
Brief description of change(s): _____

ITEM DESCRIPTION	PRIME CONTRACTOR	SUB 1	SUB 2	SUB 3	SUB 4	TOTAL
MATERIAL						
Direct Labor Cost						
EQUIPMENT						
Other (Specify) Extended Overhead						
TOTAL COST						
Subcontractor's Overhead & Profit 15 percent						
Contractor's Overhead & Profit 15 percent						
Overhead & Profit to Contractor for Subcontractor's Work 5 percent						
(Percent of Total Cost above not including any Overhead & Profit)						
GRAND TOTAL						
REQUESTED CHANGE IN CONTRACT TIME (DAYS)						

By Contractor:

Signature:

Date:

SECTION 01315

PROJECT MEETINGS

PART 1 GENERAL

1.1 PRECONSTRUCTION CONFERENCE

- A. Architect will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).
- B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.
- C. Agenda will include, but not be limited to, the following items.
 - 1. Schedules
 - 2. Personnel and vehicle permit procedures
 - 3. Use of premises
 - 4. Location of the Contractor's on-Site facilities
 - 5. Security
 - 6. Housekeeping
 - 7. Submittal and RFI procedures
 - 8. Inspection and testing procedures, on-Site and off-Site
 - 9. Utility shutdown procedures
 - 10. Control and reference point survey procedures
 - 11. Injury and Illness Prevention Program
 - 12. Contractor's Initial Schedule
 - 13. Contractor's Schedule of Values
 - 14. Contractor's Schedule of Submittals
 - 15. Jurisdictional agency requirements
- D. Architect will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.2 WEEKLY PROGRESS MEETINGS

- A. District will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by District.
 - 1. Meetings shall be held at the work site unless otherwise specified.
 - 2. Architect will prepare agenda and distribute it 3 Days in advance of meeting to Contractor.
 - 3. Participants with agenda items shall present them.
 - 4. Project Manager shall preside at the meetings.
 - 5. The Architect shall record and distribute the meeting minutes. Minutes shall be distributed by the Architect to the Contractor within 5 business days after the meeting. Contractor shall distribute the minutes to those affected by decisions made at meeting. Attendees shall have five business days to submit comments or additions to the minutes. Minutes shall constitute final memorialization of results of meeting.

- B. Progress meetings shall be attended by Contractor's job superintendent, major Subcontractors and suppliers, District, and others as appropriate to agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
 - 1. Review, revise as necessary, and approve previous meeting minutes
 - 2. Review of Work progress since last meeting
 - 3. Status of Construction Work Schedule, delivery schedules, adjustments
 - 4. Submittal, RFI, and Change Order status
 - 5. Review of the Contractor's safety program activities and results, including report on all serious injury and/or damage accidents
 - 6. Other items affecting progress of Work

1.3 **PROGRESS SCHEDULE AND BILLING MEETINGS**

- A. A meeting will be held on approximately the 20th of each month to review the schedule update submittal and progress payment application.
 - 1. At this meeting, at a minimum, the following items will be reviewed:
 - a. Percent complete of each activity;
 - b. Time impact evaluations for Change Orders and Time Extension Request;
 - c. Actual and anticipated activity sequence changes;
 - d. Actual and anticipated duration changes; and
 - e. Actual and anticipated Contractor delays.
 - 2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor's General Superintendent and Scheduler shall attend these meetings.
 - 3. Contractor shall plan on the meeting taking no less than four hours.

1.4 **SAFETY MEETINGS**

- A. Conduct monthly Contractor Safety Committee meetings.
- B. Conduct weekly toolbox safety talks.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01320

PROGRESS SCHEDULES AND REPORTS

PART 1 GENERAL

1.1 GENERAL

- A. Progress Schedule shall be based on and incorporate Milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each Milestone shown on Progress Schedule shall adhere to times in Document 00520 (Agreement), unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. A Change Order shall formalize any such agreement.
 - 1. District is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
 - 2. Contractor is not entitled to extra compensation in the event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
- C. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.

1.2 INITIAL AND ORIGINAL PROGRESS SCHEDULE

- A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor's schedule for up to 30 Days after the Notice to Proceed.
- B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.
- C. Contractor shall submit its Original Schedule for review no later than 15 days prior to submittal of the first progress payment application. Original Schedule and all updates shall comply with all standards herein.

1.3 SCHEDULE FORMAT AND LEVEL OF DETAIL

- A. Each Schedule (Initial, Original, and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
 - 1. All Contractor, Subcontractor, and assigned Contractor Work shall be shown in a logical Work sequence that demonstrates a coordinated plan of Work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
 - 2. Activities related to the delivery of Contractor- and District-furnished equipment to be Contractor-installed per Contract shall be shown.
 - 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site Work) and Contractor/Subcontractor responsibility to which they pertain.
 - 4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, Project Float, resources, predecessor and successor activities, planned workday/week for the activity, manpower loading, and scheduled/actual progress payments.
- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all potential Work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.
- D. A two-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly.
- E. Utilize computer-scheduling software, such as Microsoft Project software or approved equivalent, for all scheduling including schedule updates.

1.4 MONTHLY SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor’s Initial Schedule, contractor shall monitor progress of Work and adjust its Schedule each month to reflect actual progress in blue and any anticipated changes to planned activities.
 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
 2. Each update shall continue to show all Work activities including those already completed.
 3. Completed activities (shown in blue) shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.
- B. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Contractor under this Contract, nor District’s review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or Milestone dates or of modifying or limiting, in any way, Contractor’s obligations under this Contract.

1.5 RECOVERY SCHEDULE

- A. If a Schedule update shows a Substantial Completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District reasonably requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man-hour loading assumptions for major Subcontractors.

1.6 TIME IMPACT EVALUATION (“TIE”) FOR CHANGE ORDERS, TIME EXTENSIONS AND DELAYS

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

- B. Contractor shall comply with the requirements of paragraph 1.6A of this Section 01320 for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide District with four copies of each TIE.

1.7 DAILY REPORTS

- A. Contractor shall provide daily construction reports showing personnel, trades, equipment and supervision on site; weather; work started, completed and any impediments, problems or delays, for the workday. Also required is a detail of subcontractors on site which includes number of workers and type of work performed. Submit to District the following morning.

1.8 COST DATA

- A. Contractor shall provide District with copies for each Day Contractor works on the Project, to be delivered to District either the same Day or the following morning before starting Work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of general requirements for Submittals for the Work:
 - a. Procedures
 - b. Quality Assurance Control Submittals
 - 1) Design Data
 - 2) Test Reports
 - 3) Certificates
 - 4) Manufacturers' Instructions
 - 5) Material Safety Data Sheets

1.2 PROCEDURES

- A. Submit at Contractor's expense, all required Submittals in triplicate, including but not limited to, Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Assurance Control Data, and Project Record Documents required by the Contract Documents to District for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon, then all Shop Drawings, Samples, and product data Submittals shall be submitted within twenty-one (21) Days after receipt of Notice of Award from District.
- B. Transmit each item with the appropriate Submittal transmittal form (attached to this Section 01330 as Exhibit A). Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Organize Submittals by Specification Section. Submittals containing information about more than one Specification Section will be returned for re-submittal. Submittals shall include all information requested by each Specification Section. Incomplete Submittals will be returned not reviewed by District.
- C. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Architect the materials and equipment Contractor proposes to provide and to enable Architect to review the information for the limited purposes specified in this Section 01330. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as Architect may require to enable Architect to review the Submittal.
- D. At the time of each submission, give Architect specific written notice of all variations, if any, that the Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to District for review and approval of each such variation. If Architect accepts deviation, Architect will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.
- E. Submittal coordination and verification is the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:

1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 3. All information relative to Contractor's sole responsibility for means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.
- F. Contractor's submission to Architect of a Submittal shall constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this Paragraph 1.2 of this Section 01330, with respect to Contractor's review and approval of that Submittal.
- G. Designation of Work "by others," if shown in Submittals, shall mean that Work will be responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.
- H. After review by Architect of each Submittal, material will be returned to Contractor with actions defined as follows:
1. **NO EXCEPTIONS TAKEN** - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. This does not constitute approval or deletion of specified or required items not shown on the Submittal.
 2. **MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED)** - Same as item 1 above, except that minor corrections as noted shall be made by Contractor.
 3. **REVISE AS NOTED AND RESUBMIT** - Rejected because of major inconsistencies or errors that shall be resolved or corrected by Contractor prior to subsequent review by Architect.
 4. **REJECTED - RESUBMIT** - Submitted material does not conform to Drawings and/or Specifications in major respect, i.e.: wrong size, model, capacity, or material.
- I. Contractor shall make a complete and acceptable Submittal at least by second submission. District reserves the right to deduct monies from payments due Contractor to cover additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor's first re-submittal, following a Submittal which Architect determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above.
- J. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination, or completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from District's review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. Architect's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of Work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by District, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of Work or material and equipment so accepted. Favorable review shall be considered to mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials and equipment proposed.

- K. Unless otherwise specified, Architect's review will not extend to the means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
- L. Contractor shall submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.
- M. Contractor shall copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor's files, Subcontractors, and vendors.
- N. After Architect's review of Submittal, Contractor shall revise as noted and resubmit as required. Contractor shall identify changes made since previous Submittal.
1. Contractor shall begin no fabrication or Work that requires Submittals until return of Submittals not requiring re-submittal. Do not extrapolate from Submittals covering similar Work.
 2. Normally, Submittals will be processed and returned to Contractor within 21 Days of receipt.
- O. Contractor shall distribute copies of reviewed Submittals to concerned persons. Contractor shall instruct recipients to promptly report any inability to comply with provisions.
- P. All Submittals shall be number-identified by Contractor, prior to submission to Architect, in accordance with the following:
1. Sequentially number each Submittal (i.e., "1", "2", "3", etc.) as the basis for number identification of Submittals.
 2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, Product Data, Sample, certification, etc.
 3. Number Installation, Operation, and Maintenance Manual with original root number of the favorably reviewed Submittal for the item.
 4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review, or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a re-submittal of Submittal 1 would be numbered 1A). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
 5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by District. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) shall be given a new number.
- Q. Submission Requirements:
1. Deliver Submittals to Architect at least 30 Days before dates reviewed Submittals will be needed.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit Project Record Documents as required by Section 01780 (Project Record Documents).

1.4 SAFETY PLAN, ACCESS PLAN, FENCING PLAN

- A. Submit two (2) copies of Safety Plan, Access Plan and Fencing Plan specific to this Contract to the Architect within five (5) calendar days after the Notice to Proceed. The access plan will show the contractor's proposal for limiting site access. The fencing plan will show where fencing and other access inhibitors will be located in order to protect open trenches and other hazardous areas.
- B. (1) copy of accepted Section 1.04.A Plans will be returned to the Contractor.
- C. No on-site work shall be started until Section 1.04.A Plans have been reviewed and accepted by Architect. Acceptance of Section 1.04.A Plans shall not affect the Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

TRANSMITTAL AND MAINTENANCE SUMMARY FORM[S] FOLLOW THIS PAGE

END OF SECTION

EXHIBIT A**SUBMITTAL
TRANSMITTAL NO. _____**

Project Name: Installation of Security Fencing at Four School Sites			Date Received:	
District: Berryessa Union School District 1376 Piedmont Road San Jose, CA 95132			Checked By:	
Contractor:		Log Page:		
Address:		Address:		
Attention:		Attention:		
Date Transmitted:		Previous Transmittal Date:		
No. Copies	Description	Manufacturer	Dwg. or Data No.	Action Taken*

Remarks:

* The action designated above is in accordance with the following legend:

A – No Exceptions Taken

B – Make Corrections Noted (No Resubmission Required)

C. – Revise as Noted and Resubmit

D – Rejected – Resubmit

1. Not enough information for review

2. No reproducibles submitted

3. Copies illegible

4. Not enough copies submitted

5. Wrong sequence number

6. Wrong re-submittal number

7. Wrong Specification section number

8. Wrong form used

9. See comments

Comments

By _____ Date _____

Distribution: Contractor ☐ File ☐ Field ☐ District ☐ Other ☐

EXHIBIT B
MAINTENANCE SUMMARY

1. EQUIPMENT ITEM: _____
2. MANUFACTURER: _____
3. MODEL NUMBER: _____
4. SERIAL NO. (IF APPLICABLE): _____
5. NAMEPLATE DATE (HP VOLTAGE, SPEED, ETC.): _____
6. MANUFACTURER'S LOCAL REPRESENTATIVE
 NAME: _____
 ADDRESS: _____
 TELEPHONE NUMBER: _____ FAX NUMBER: _____
7. MAINTENANCE REQUIREMENTS:

MAINTENANCE OPERATION

List briefly each maintenance operation required and refer to specific information in manufacturer's standard maintenance manual, if applicable. _____

FREQUENCY

List required frequency of each maintenance operation. _____

LUBRICANT (IF APPLICABLE)

Refer by symbol to lubricant list as required. _____

COMMENTS

8. LUBRICANT LIST: REFERENCE SYMBOL

(A-) (B-) (C-) (D-)

List symbols used. List equivalent lubricants as distributed and recommended by manufacturer's representative listed in item 6 above.

9. SPARE PARTS:

Include your recommendations regarding what spare parts, if any, should be kept on the job.

SECTION 01410

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- C. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with current codes, a Change Order detailing and specifying the required Work shall be submitted to and approved by District before proceeding with the Work.

1.2 REFERENCES TO REGULATORY REQUIREMENTS

- A. Contractor shall comply with all codes, laws, ordinances, rules and regulations applicable to the Work, which shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with these requirements.
 - 1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.
 - 2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.
 - 3. Where such laws, ordinances rules, and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules, and regulations occur subsequent to the time of opening of the Bids.
- B. Change Orders and Claims. The California Public Contract Code (including but not limited to Section 7105 (d)(2)) and the California Government Code (Section 930.2 et. Seq.) apply to all contract procedures for changes, time extensions, change orders (time and money), and claims. Any change, alteration, Modifications, waiver, or omission to implement these procedures, shall have no legal effect unless approved in advance in a fully executed Change Order approved in writing by District's legal counsel.

1.3 PRECEDENCE

- A. Where Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Drawings and Specifications shall take precedence so long as such increase is legal.
- B. Where no requirements are identified on Drawings or in Specifications, Contractor must comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.
- C. Conflicts between referenced regulatory requirements: Comply with the one establishing the more stringent requirement.
- D. Conflicts between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.4 REQUIRED PROVISIONS ON CONTRACT CLAIM RESOLUTION

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

1. For the purposes of this section, "Claim" means a separate demand by Contractor of \$375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by District. In order to qualify as a Claim, the written demand must state that it is a Claim submitted under paragraph 12 of Document 00700 (General Conditions) and be submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12.
2. A voucher, invoice, payment application, or other routine or authorized form of request for payment is not a Claim for purposes of this section. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a Claim under this section by submitting a separate claim in compliance with Contract Documents claim submission requirements.
3. Caution: This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the California Government Code.

B. Procedure:

1. The Claim must be in writing, submitted in compliance with all requirements of Document 00700 (General Conditions), paragraph 12, including, but not limited to, the time prescribed by and including the documents necessary to substantiate the Claim, pursuant to Document 00700 (General Conditions). Claims must be filed on or before the day of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in Document 00700 (General Conditions), paragraph 12 or elsewhere in the Contract Documents.
2. For Claims of fifty thousand dollars (\$50,000) or less
 - a. District shall respond in writing within 45 days of receipt of the Claim, or
 - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of District and Claimant.
 - 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 15 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
3. For Claims over Fifty Thousand Dollars (\$50,000) and less than or equal to \$375,000:
 - a. District shall respond in writing within 60 days of receipt of the Claim, or
 - b. District may request in writing within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims District may have against Claimant.
 - 1) If additional information is thereafter required, it shall be requested and provided in accordance with this section, upon mutual agreement of District and Claimant;

- 2) District's written response to the Claim, as further documented, shall be submitted to Claimant within 30 days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.

4. Meet and Confer:

- a. If Claimant disputes District's written response, or District fails to respond within the time prescribed above, Claimant shall notify District, in writing, either within 15 days of receipt of District's response or within 15 days of District's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand District will schedule a meet and confer conference within 30 days for settlement of the dispute.
- b. Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the California Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim under Paragraph 1.4.B hereunder, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

1.5 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

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

1.6 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

- A. In accordance with the provisions of California Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
 1. At request and expense of Contractor, securities listed in Section 16430 of the California Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.
 2. Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01200 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section 01200. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.
 3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under California Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.
5. California Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.7 COMPLIANCE WITH MONTOYA LAW

- A. In compliance with California Education Code Section 45125.1 (AB 1610), the following requirements apply to all personnel supplied under this contract, including construction contractors, construction contractors' employees, technical consultants, and their employees:
 1. All consultants and contractors providing on site work or services who may have any contact with pupils, must:
 - a. Supply the District with a list of names of all employees, consultants, or subcontractors (hereafter, "personnel") who may work on site and have any contact with pupils; and,
 - b. Certify in writing that none of its personnel that may come into contact with pupils have been convicted of any felony (as defined in California Education Code §45122.1) in any jurisdiction.
 2. All consultants and/or contractors providing on site work or services whose personnel who may have more than "limited contact" with pupils must submit to the United States Department of Justice:
 - a. one completed fingerprint card for every individual that will work on site and have more than "limited contact" with pupils;
 - b. the appropriate Department of Justice form;
 - c. a copy of the district contract; and
 - d. a fee of \$32 per individual (for expedited processing (17 working days), an additional \$10).
- B. If the Department of Justice ascertains that the individual has been convicted of a violent or serious felony (as defined in California Education Code 45122.1, incorporating the definitions of California Penal Code 667.5(c) and 1192.7(c)), then the school district and the contracting entity shall not permit that individual to come in contact with pupils.
- C. The cost of complying with AB 1610, including but not limited to the above procedure and supplying personnel meeting the required standards, shall be included in the contract price.
- D. For purpose of this section, the District shall have full discretion to make determinations of "limited contact" with pupils. In exercising this discretion, per AB 1610, the District may consider the "totality of the circumstances" including the following factors:
 1. Whether the personnel work in areas that are closed-off, semi-enclosed from, or in free contact with pupils; and,
 2. The length of time the contractor is on the school grounds;
 3. Whether the personnel are working on or only near a school site; and
 4. Whether the personnel are working by themselves or with others.

- E. In compliance with AB 1610, all consultants and contractors shall observe the following protocol whenever working on a school site in contact with pupils:
1. Personnel shall avoid any and all contact with District pupils unless previously approved in writing by the District.
 2. "Contact" includes: talking, touching, extended eye-contact, and physical proximity (within five yards).
 3. Personnel shall limit their presence on District grounds to areas strictly required for job performance.
 4. In those limited cases where physical proximity to pupils is required and the District has provided its written approval of such limited contact, employees shall keep this contact to the minimum required for job performance.
 5. If physical proximity with pupils occurs inadvertently for any duration, this contact shall be immediately reported to a District faculty member.
 6. If any pupils' behavior obstructs employees' compliance with the above requirements, this behavior must be reported to a District faculty member on the same day.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural.
- B. While District has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
1. **Addenda:** Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Conference and/or Site Visit.
 2. **Agreement (Document 00520):** Agreement is the basic Contract Document that binds the parties to construction Work. Agreement defines relationships and obligations between District and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
 3. **Alternate:** Work added to or deducted from the base Bid, if accepted by District.
 4. **Application for Payment:** Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
 5. **Approved Equal:** Approved in writing by District as being of equivalent quality, utility and appearance.
 6. **Asbestos:** Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
 7. **Bid:** The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
 8. **Bidder:** One who submits a Bid.
 9. **Bidding Documents:** All documents comprising the Project Manual (including all documents and Specification Sections listed in Document 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
 10. **Board:** The Board of Trustees of the District.
 11. **Business Day:** Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by District. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday.
 - a. New Year's Day, January 1;
 - b. Martin Luther King Jr.'s Birthday, third Monday in January;
 - c. Lincoln's Birthday, February 12;

- d. Presidents' Day, third Monday in February;
 - e. Memorial Day, last Monday in May;
 - f. Independence Day, July 4;
 - g. Labor Day, first Monday in September;
 - h. Veterans' Day, November 11;
 - i. Thanksgiving Day, as designated by the President;
 - j. The Day following Thanksgiving Day;
 - k. Christmas Day, December 25; and
 - l. Each day appointed by the Governor of California and formally recognized by the Santa Clara County Board of Supervisors as a day of mourning, thanksgiving, or special observance.
12. **Change Order:** A written instrument prepared by District and signed by District and Contractor, stating their agreement upon all of the following:
- a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
13. **Code Inspector:** A local or state agency responsible for the enforcement of applicable codes and regulations.
14. **Construction Change Directive ("CCD"):** A written order prepared and signed by District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
15. **Contract Conditions or Conditions of the Contract:** Consists of two parts: General Conditions and Supplementary Conditions.
- a. General Conditions are general clauses that are common to the District Contracts, including Document 00700 (General Conditions).
 - b. Supplementary Conditions modify or supplement General Conditions to meet specific requirements for these Contract Documents, including Document 00800 (Supplementary Conditions), 00806 (Labor Compliance Program), and Document 00821 (Supplementary Conditions - Insurance).
16. **Contract Documents and Contract:** Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00520 (Agreement), plus all changes, Addenda, and Modifications thereto.
17. **Contract Modification:** Either:
- a. a written amendment to Contract signed by Contractor and District; or
 - b. a Change Order; or

- c. a Construction Change Directive; or
 - d. a written directive for a minor change in the Work issued by District.
18. **Contract Sum:** The sum stated in the Agreement and, including authorized adjustments, the total amount payable by District to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
 19. **Contract Time:** The number or numbers of Days or the dates stated in the Agreement to achieve Substantial Completion of the Work or designated Milestones; and/or to complete the Work so that it is ready for final payment and is accepted.
 20. **Contractor:** The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Contractor” means the Contractor or its authorized representative.
 21. **Contractor’s Employees:** Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
 22. **Day:** One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.
 23. **Defective:** An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of Samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by District). District is the judge of whether Work is Defective.
 24. **District:** The Berryessa Union School District.
 25. **District-Furnished, Contractor-Installed:** Items furnished by District at its cost for installation by Contractor at its cost under Contract Documents.
 26. **District’s Representative(s):** See Document 00520 (Agreement).
 27. **Division of State Architect:** A division of the State of California providing, among other things, design and construction oversight for Kindergarten through Twelfth grade schools and community colleges.
 28. **Drawings:** The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.
 29. **Engineer:** If used elsewhere in the Contract Documents, “Engineer” shall mean a person holding a valid California State Architect or Engineer’s license representing the District in the administration of the Contract Documents. Engineer may be an employee of or an independent consultant to District. When Engineer is referred to within the Contract Documents and no Engineer shall be construed to include employees of Engineer and/or employees that Engineer supervises. When the designated Engineer is an employee of District, his or her authorized representatives on the Project will be included under the term Engineer. If Engineer is an employee of District, Engineer is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.
 30. **Equal:** Equal in opinion of District. Burden of proof of equality is responsibility of Contractor.

31. **Final Acceptance or Final Completion:** District's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
- a. All systems having been tested and accepted as having met requirements of Contract Documents.
 - b. All required instructions and training sessions having been given by Contractor.
 - c. All Project Record Documents having been submitted by Contractor, reviewed by District, and accepted by District.
 - d. All punch list Work, as directed by District, having been completed by Contractor.
 - e. Generally all Work, except Contractor maintenance after Final Acceptance/Final Completion, having been completed to satisfaction of District.
32. **Force Account:** Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
33. **Home Office Overhead:** Home office overhead shall not be included as part of the cost of the Work, but shall be part of Contractor's profit and shall include, but is not limited to, the following: accounting functions of Contractor's main office; general expenses of Contractor's main office; interest on capital; and salaries of any home office estimators and administration.
34. **Labor Compliance Program:** Labor Code Section 1771.7 requires that if school districts use funds derived from either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 for a public works project, that the District shall initiate and enforce, or contract with a third party to initiate and enforce, a labor compliance program ("LCP"), as described in subdivision (b) of Section 1771.5, with respect to that public works project;
35. **Milestone:** A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
36. **Modification:** Same as Contract Modification.
37. **Not in Contract:** Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
38. **Notice of Completion:** Shall have the meaning provided in California Civil Code §3093, and any successor statute.
39. **Off Site:** Outside geographical location of the Project.
40. **Overhead:** All on-site payroll costs, and fringe benefits of same, for supervising, estimating, expediting, drafting and clerical services where directly affecting the cost of the Work; small tools (less than Five Hundred Dollars (\$500.00) capital cost per item); equipment maintenance and repairs; temporary construction, utilities, and safety requirements, other than falsework, forming and necessary scaffolding; transportation of materials other than direct identifiable cost of specific deliveries, or as included in the price of material; parking fees for workmen; permit fees; cost of reproduction; and General Insurance and Bonds.
41. **Partial Utilization:** Use by District of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.

42. **PCBs:** Polychlorinated byphenyls.
43. **Phase:** A specified portion of the Work (if any) specifically identified as a Phase in Document 00520 (Agreement) or Document 01100 (Summary).
44. **Product Data:** That information (brochures, catalog sheets, manufacturer's cut sheets, etc.) supplied by vendors having technical and commercial characteristics of the supplied equipment or materials and accompanying commercial terms such as warranties, instructions, and manuals.
45. **Progress Report:** A periodic report submitted by Contractor to District with progress payment invoices accompanying progress schedule. See Document 00700 (General Conditions).
46. **Project:** Total construction of which Work performed under Contract Documents may be whole or part.
47. **Project Manager:** If used elsewhere in the Contract Documents, "Project Manager" shall mean a person holding a valid California State Architect or Engineer's license representing the District in the administration of the Contract Documents. Project Manager may be an employee of or an independent consultant to District. When Project Manager is referred to within the Contract Documents and no Project Manager has in fact been designated, the matter shall be referred to District. The term Project Manager shall be construed to include employees of Project Manager and/or employees that Project Manager supervises. When the designated Project Manager is an employee of District, his or her authorized representatives on the Project will be included under the term Project Manager. If Project Manager is an employee of District Project Manager is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.
48. **Project Manual:** Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, Drawings, and Specifications.
49. **Project Record Documents:** All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings; Installation, Operation, and Maintenance Manuals; and Machine Inventory Sheets.
50. **Request for Information ("RFI"):** A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for District to submit Contract Document clarifications or supplements to Contractor.
51. **Request for Proposals ("RFP"):** A document issued by District to Contractor whereby District may initiate changes in the Work or Contract Time as provided in Contract Documents.
52. **Request for Substitution ("RFS"):** A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
53. **RFI-Reply:** A document consisting of supplementary details, instructions, or information issued by District that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by District. RFI-Replies will be issued through the RFI administrative system.
54. **Samples:** Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
55. **Shop Drawings:** All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
56. **Site:** The particular geographical location of Work performed pursuant to Contract Documents.

57. **Specifications:** The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 16 (*or 17 if used.*)
 58. **Subcontractor:** A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.
 59. **Substantial Completion:** The Work (or a specified part thereof) has progressed to the point where, in the opinion of District as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of District for final payment. The terms “Substantially Complete” and “Substantially Completed” as applied to all or part of the Work refer to Substantial Completion thereof.
 60. **Supplemental Instruction:** A written directive from District to Contractor ordering alterations or Modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
 61. **Underground Facilities:** All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems, or water.
 62. **Unit Price Work:** Shall be the portions of the Work for which a unit price is provided in Document 00520 (Agreement) or Section 01100 (Summary).
 63. **Work:** The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.
- C. The following terms are not necessarily identified with initial caps; however they shall have the meaning set forth below:
1. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of District is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of District. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by District.
 2. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.
 3. **By District:** Work that will be performed by District or its agents at the District’s expense.
 4. **By Others:** Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by District, other contractors, or other means.

5. **Concealed:** Work not exposed to view in the finished Work, including within or behind various construction elements.
6. **Exposed:** Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
7. **Furnish:** Supply only, do not install.
8. **Indicated:** Shown or noted on the Drawings.
9. **Install:** Install or apply only, do not furnish.
10. **Latent:** Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under Document 00700 (General Conditions).
11. **Law:** Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions.
12. **Material:** This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
13. **Provide:** Furnish and install.
14. **Shown:** As indicated on Drawings.
15. **Specified:** As written in Specifications.
16. **Testing and special inspection agency:** An independent entity engaged by District to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

[Supplements Document 00700, Section 10.7.]

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Temporary Electricity
2. Temporary Telephone
3. Temporary Water
4. Temporary Sanitary Facilities
5. Temporary Barriers and Enclosures
6. Tree and Plant Protection
7. Water Control
8. Noise Control
9. Traffic Control
10. Storm Water Pollution Prevention Plan
11. Removal of Temporary Facilities and Controls

1.2 DEFINITIONS

- A. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
- B. Root Protection Zone (RPZ): The areas enclosed with tree protection fencing as indicated. [may be combined with some additional protection in Dripline]
- C. Tree damage: Tree damage shall include, but not be limited to, the following: significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the dripline, compacting the soil within the dripline, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the dripline, or unauthorized removal of more than 1/3 of the live wood, foliage, or roots.

1.3 SUBMITTALS

- A. See Section 01330 (Submittal Procedures)
- B. Tree Protection Plan

1.4 TEMPORARY ELECTRICITY

- A. Contractor may make arrangements with District to use the 120-VAC convenience power receptacles if needed. If voltages other than 120-VAC (or higher loads than the existing circuits can provide) are required, make separate arrangements for such service with Pacific Gas and Electric Company.
- B. Provide, maintain, and pay for electrical power at the Site for construction purposes.

1.5 TEMPORARY TELEPHONE

- A. Provide, maintain, and pay for telephone service to field office at time of Project mobilization.

1.6 TEMPORARY WATER

- A. Provide, maintain, and pay for suitable quality water service required for construction operations.
- B. Contractor may use District-provided water for use on this Project. Contact District three Days prior to commencement of Work to coordinate using District's water. District will provide and install a backflow prevention device and water meter if District determines it to be necessary. The water may be used for testing, disinfecting, and flushing purposes. This water will only be available from 7:00 a.m. to 5:00 p.m. Mondays through Thursdays (excluding holidays). Should District determine, in its sole discretion, that Contractor's use of District's water is excessive, District may terminate water delivery. No other District-provided water will be made available to Contractor for this Project.

1.7 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers.
- B. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for District's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades required by governing authorities for public access to existing buildings.
- C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.9 TREE AND PLANT PROTECTION

- A. Root protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk.
- B. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.
- C. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.
- D. All damage shall be immediately reported to District, who will file a report so that penalties may be determined.
- E. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor \$27.00 per square inch of cross section, measured at 4 ½ feet above ground, but not less than \$250.00, such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately, and District determines that a tree has been irreparably damaged, District will impose the same penalty as for unauthorized removal of a tree.

1.10 WATER CONTROL

- ~~A. See Section [02240 (Dewatering)] for information on water control.~~
- B. Grade Site to drain.
- C. Maintain excavations free of water.
- D. Protect Site from puddling or running water.
- E. Provide water barriers as required to protect Site from soil erosion.

1.11 NOISE CONTROL

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Ensure to District that all construction equipment and vehicles used for the Work are equipped with properly installed engine mufflers.

1.12 TRAFFIC CONTROL

- A. Notification:
 - 1. One week prior to commencement of Work, notify residents along the Project roadways, in writing, that traffic flows will be subject to detours and/or delays, and that access to individual driveways may be disrupted during working hours. Provide District with a copy of the notice.
 - 2. At least one week prior to commencement of Work, post the Project area to inform drivers of impending construction Work and likely delays and detours.
 - 3. Notify the property occupants, in writing, at least 3 Days in advance of the trenching across property occupants' driveways. Provide District with a copy of the notice.
 - 4. If any applicable permits require Contractor to notify residents or any organization of traffic detours or delays, provide District a copy of all such notices.
- B. Traffic Control Measures:
 - 1. Traffic control and safety precautions shall conform with the CalTrans "Manual of Traffic Safety Controls for Construction and Maintenance Work Zones," all provisions of the County of Santa Clara OR City of San Jose encroachment permit, and with these Specifications.
 - 2. Pay for all costs for traffic signage, including flagging.
 - 3. Provide safe passage for vehicular and pedestrian traffic through the Work at all times.
 - 4. Traffic on two-lane streets may be reduced to one lane provided that, with all restriction of traffic flow, flaggers, cones, signs, and barricades are furnished as required by District. Permit the traffic equal flow time in each direction.
 - 5. Maintain access to public and private buildings, businesses and driveways. Provide approved metal "bridge" or temporary backfill for access when and where required within ½ hour after request by District except that emergency vehicles and personnel shall be provided immediate access at all times.
 - 6. Restore access to all residences for all non-working hours, holidays, and weekends.

C. Maintain traffic control measures:

1. Maintain traffic control through the Site and provide local access as specified herein regardless of rain or other causes, either within or beyond the control of Contractor, that may force suspension or delay of the Work. At all times keep on the Site such materials, labor forces, and equipment as may be necessary to keep the streets and driveways within the Site open to traffic and in good repair. Expedite the passage of such traffic, using such labor forces and equipment as may be necessary.

1.13 STORM WATER POLLUTION PREVENTION PLAN

- A. Prior to commencement of Work at the Site, provide District a Storm Water Pollution Prevention Plan (SWPPP) prepared in accordance with NPDES General Permit No. CAS 000002 (Water Quality Order 99-08-DWQ) issued by the State Water Resources Control Board.
- B. Prepare the SWPPP in accordance with the requirements of Section A of the NPDES General Permit. Develop and implement a monitoring program in accordance with requirements set forth in Section B of the NPDES General Permit to verify compliance with the NPDES General Permit. Sections A and B [and C?] of the District's General Permit are included at the end of this Section 01500.
- C. Submit SWPPP to District for review in accordance with Section 01330 (Submittal Procedures). The SWPPP shall be provided to District prior to commencement of Work at the Site.
- D. The SWPPP shall include a Site map. Geometric equations, notes, details, and all data not related to water pollution control work shall be removed to improve clarity. A copy of the Drawings shall be used as a base sheet with the pertinent stage of construction drawn in as an overlay to accurately reflect Site conditions at various phases of construction.
- E. Revise and update the SWPPP whenever there is a change in construction operations that may affect the Site drainage patterns or discharge of pollutants to surface waters, ground waters, or a separate municipal storm sewer system.
- F. Failure to fully comply with the requirements of the NPDES General Permit shall subject Contractor to all fines, damages, and job delays incurred due to failure to implement the SWPPP.
- G. A copy of the NPDES General Permit, together with updates and revisions, shall be kept at the Site. Contractor shall furnish copies of the SWPPP at the request of District.

1.14 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations to a minimum depth of 2feet.
- C. Clean and repair damage caused by installation or use of temporary Work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

SECTION 01540

SITE SECURITY AND SAFETY

[Supplements Document 00700, Section 16.2.]

PART 1 GENERAL

1.1 SUBMITTALS

- A. See Section 01330 (Submittal Procedures).
- B. Safety Program.
- C. Fire Protection Plan.

1.2 PROTECTION

- A. Contractor shall continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
- B. Contractor shall properly protect the Work:
 - 1. With lights, guard rails, temporary covers and barricades.
 - 2. Enclose excavations with proper barricades.
 - 3. Brace and secure all parts of the Work against storm and accident.
 - 4. Provide such additional forms of protection that may be necessary under existing circumstances.
- C. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Contractor shall be responsible for the protection in excess of such minimum requirements as required.

1.3 CONTROL OF SITE

- A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.4 SAFETY PROGRAM

- A. Prior to starting any Work at the Site, Contractor shall submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Contractor shall comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances.
- B. Receipt and/or review of the Safety Program by District, Project Manager or District's Representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.
- C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.

D. Safety Program components:

1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).
2. Site-Specific Safety and Health Plan (SSHP): Describing health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4) f.
3. Confined Space Program:
 - a. The Site contains permit- and non-permit-confined spaces. District will provide Contractor with any available information regarding existing permit space hazards, entry operations, and safety information relating to Work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157).
 - b. Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify District of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.
4. Hazardous Waste Testing, Handling, Stockpiling, Transporting and Disposal Plan:
 - a. See Section 02115 (Hazardous Materials Remediation).

E. The wearing of hard hats shall be mandatory at all times for personnel on Site. Contractor shall supply sufficient hard hats to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Contractor shall supply PPE to all personnel under Contractor's direction.

1.5 SAFETY REQUIREMENTS

A. Standards: Contractor shall maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control:

1. Contractor shall store volatile wastes in covered metal containers and remove from premises daily.
2. Contractor shall prevent accumulation of wastes that create hazardous conditions.
3. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

C. Contractor shall conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish or waste material on the Site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

- D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same Day as the occurrence of said incident.

1.6 SITE SAFETY OFFICER

- A. Designate one of Contractor's staff as "Site Safety Officer" whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by District Contractor's intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by District, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by District.
- B. District's risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.7 FIRE PROTECTION PLAN

- A. Prior to starting any Work at the Site, Contractor shall submit one copy of a fire protection plan that has been reviewed and approved by the San Jose Fire Protection District. It is recommended that the plan include, but not be limited to, a discussion of the following items:
1. Equipment spark arresters
 2. Fire-extinguishing equipment on hand
 3. Method of operation in case of fire
 4. Notification to authorities of any fire
 5. Access available during performance of Work
 6. Educating workers of fire protection plan
 7. Storage protection for flammable materials
 8. Ventilation and illumination equipment

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01600

Product Requirements

Supplements document 00700, Section 13.12.

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Product Options and Substitutions
- C. Product Delivery Requirements
- D. Product Storage and Handling

1.2 PRODUCTS

- A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the Work. Products may also include existing materials or components required for reuse.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS

A. Summary:

- 1. This Paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00660 (Substitution Request Form) submittal as provided in Document 00200 (Instructions to Bidders).

B. Contractor's Options:

- 1. For products specified only by reference standard: Select any product meeting that standard.
- 2. For products specified by naming one or more products or manufacturers:
 - a. Select products of any named manufacturer meeting Specifications.
 - b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 00660 (Substitution Request Form), but using the term "Contractor" each place the term "Bidder" appears in that form.

C. Substitutions:

1. Except as provided in Document 00200 (Instructions to Bidders) with respect to “or Approved Equal” items, District will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor or if the product specified no longer complies with local regulations or laws. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with District for work on the Project).
2. Submit separate RFS (and four copies) for each product and support each request with:
 - a. Product identification.
 - b. Manufacturer’s literature.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and dates of installation.
 - e. Name, address, and telephone number of manufacturer’s representative or sales engineer.
 - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.
3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by District in evaluating the proposed substitute. District may require Contractor to furnish additional data about the proposed substitute.
6. District will not consider substitutions for acceptance (or, in District’s sole discretion, District may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
 - a. Results in delay meeting construction Milestones or completion dates.
 - b. Is indicated or implied on submittals without formal request from Contractor.
 - c. Is requested directly by Subcontractor or supplier.
 - d. Acceptance will require substantial revision of Contract Documents.
 - e. Disrupts Contractor’s job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of District.
8. District will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
9. Accepted substitutions will be evidenced by a Change Order or a CCD. All Contract Document requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:

1. Contractor's RFS constitutes a representation and warranty that Contractor:
 - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
 - b. Will provide the same warranty for substitution as for specified product.
 - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
 - d. Waives claims for additional costs which may subsequently become apparent.
 - e. Will compensate District for additional redesign costs associated with substitution.
 - f. Will be responsible for Construction Schedule slippage due to substitution.
 - g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by District.
 - h. Will compensate District for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late requests for substitutions or late ordering of products.

E. District's Duties:

1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

F. Administrative Requirements:

1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS

- A. Deliver products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

1.5 PRODUCT STORAGE AND HANDLING

- A. Store products only in staging area per provisions of Section 01100 (Summary).
- B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

- C. For exterior storage of fabricated products, place on appropriate supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01740

SUPPLEMENTS DOCUMENT 00700

CLEANING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Cleaning
- B. Final Cleaning

1.2 PROGRESS CLEANING

- A. Contractor shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Contractor shall keep all paved roads clean and free of dust, mud, and debris resulting from Contractor's operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
 - 1. All waste materials, debris, and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations.
 - 2. Contractor is cautioned that the City and County of Los Angeles within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
 - 3. Become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to District. Contractor is advised that the property owner is required to obtain a fill permit from PRMD. In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner will be required releasing Contractor, District, and any District consultant from future liability.
- G. If Contractor does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.3 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.
- B. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.
- C. Repair, patch, and touch up marred surfaces to match adjacent finishes.
- D. Clean interior and exterior surfaces exposed to view: remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.
- F. Clean Site.
- G. Mechanically sweep paved areas.
- H. Remove waste and surplus materials, rubbish, and construction facilities from Site.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01770

CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Description of Contract closeout procedures including:
 - a. Removal of Temporary Construction Facilities
 - b. Substantial Completion
 - c. Final Completion
 - d. Project Record Documents
 - e. Project Guarantee
 - f. Warranties
 - g. Turn-In
 - h. Release of Claims
 - i. Fire Inspection Coordination
 - j. Building Inspection Coordination

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with Paragraph 1.15 of Section 01500 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to District, with list of items remaining to be completed or corrected.
- B. Within reasonable time, District will inspect to determine status of completion.
- C. Should District determine that Work is not Substantially Complete, District will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of Substantial Completion. District will re-inspect the Work. If deficiencies previously noted are not corrected on re-inspection, then pay the cost of the re-inspection.
- E. When District concurs that Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by Contractor's list of items to be completed or corrected as verified by District.
- F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by District before a Certificate of Substantial Completion will be issued.
- G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further Site visits are required to review punch list items due to

incompleteness of the Work by Contractor, Contractor will reimburse District for costs associated with these visits.

1.4 FINAL COMPLETION

- A. Final Completion occurs when Work meets requirements for District's Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:
 - 1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
 - 2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of District, and are operative.
 - 3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When District finds Work is acceptable and final closeout submittals are complete, District will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should District determine that Work is incomplete or Defective:
 - 1. District promptly will so notify Contractor, in writing, listing the incomplete or Defective items.
 - 2. Promptly remedy the deficiencies and notify the District when it is ready for re-inspection.
 - 3. When District determines that the Work is acceptable under the Contract Documents, District will request Contractor to make closeout submittals.
- D. Final adjustments of accounts:
 - 1. Submit a final statement of accounting to District, showing all adjustments to the Contract Sum and complete and execute Document 00650 (Agreement and Release of Any and All Claims).
 - 2. If so required, District shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.5 PROJECT RECORD DOCUMENTS

- A. Contract Documents will not be closed out and final payment will not be made until completion and submittal of Project Record Documents described in Section 01780 (Project Record Documents).

1.6 PROJECT GUARANTEE

- A. Requirements for Contractor's guarantee of completed Work are included in Article 9 of Document 00700 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in

accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

- C. District may make repairs to Defective Work as set forth in Document 00700 (General Conditions), Paragraph 9.3.
- D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of Defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
- E. Nothing in this Section 01770 shall be construed to limit, relieve, or release Contractor's, Subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for Defective workmanship or Defective materials under laws of this State pertaining to acts of negligence.

1.7 WARRANTIES

- A. Execute Contractor's Submittals and assemble warranty documents, and Installation, Operation, and Maintenance Manuals described in Section 01330 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.
 - 1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
 - 2. Assemble in Specification Section order.
- B. Submit material prior to final Application for Payment.
 - 1. For equipment put into use with District's permission during construction, submit within 14 Days after first operation.
 - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated Submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect District against failure of Work and against deficient, Defective, and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
 - 1. Unusual or abnormal phenomena of the elements
 - 2. Vandalism after Substantial Completion
 - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of Defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

- F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.
- H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 - 1. Warranty shall be countersigned by manufacturers.
 - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
 - 1. Detailed Specifications for certain materials, equipment or systems require longer warranty periods.
 - 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Contractor, to District free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of District.

1.8 TURN-IN

- A. Contract Documents will not be closed out and final payment will not be made until all keys issued to Contractor during prosecution of Work and letters from property owners, pursuant to Paragraph 1.2.F of Document 01740 (Cleaning), are turned in to District.

1.9 RELEASE OF CLAIMS

- A. Contract Documents will not be closed out and final payment will not be made until Document 00650 (Agreement and Release of Any and All Claims) is completed and executed by Contractor and District.

1.10 FIRE INSPECTION COORDINATION

- A. Coordinate fire inspection and secure sufficient notice to District to permit convenient scheduling (if applicable).

1.11 BUILDING INSPECTION COORDINATION

- A. Coordinate with District a final inspection for the purpose of obtaining an occupancy certificate (if applicable).

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

SECTION 01780

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Administrative and procedural requirements for the following Project Record Documents:

- a. Project Record Drawings, Shop Drawings
- b. Project Record Specifications
- c. Project Record Product Data
- d. Miscellaneous Project Record Submittals

B. Specific Project Record Documents requirements that expand requirements of this Section may be included in the individual Sections of Divisions 2 through 16.

1.2 SUBMITTAL

A. At completion of Project, Contractor shall deliver Project Record Documents to District. Project Record Documents required include:

- 1. Marked-up copies of Drawings
- 2. Marked-up copies of Shop Drawings
- 3. Marked-up copies of Specifications, Addenda, Change Orders, and CCD's
- 4. Marked-up Product Data submittals
- 5. Final set of Project Record Drawings, including electronic version
- 6. Final set of Project Record Specifications
- 7. Final set of Project Record Product Data
- 8. Record Samples
- 9. Field records for variable and concealed conditions
- 10. Record information on Work that is recorded only schematically

B. Contractor shall accompany submittal with transmittal letter containing:

- 1. Date
- 2. Project title and District's Contract number
- 3. Contractor's name and address

4. Number and title of each Project Record Document
5. Certification that each document as submitted is complete and accurate, and signature of Contractor or Contractor's authorized representative.

1.3 GENERAL

- A. District will provide one full size blue-line set of Drawings and one copy of the Project Manual for Contractor's use for recording as-built conditions.
- B. Contractor shall post changes and Modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.
- C. Contractor shall refer instances of uncertainty to District for resolution.
- D. Maintenance of Documents and Samples:
 1. Contractor shall store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
 2. Do not permit Project Record Documents to be used for construction purposes.
 3. Contractor shall maintain Project Record Documents in good order and in a clean, dry, legible condition.
 4. Contractor shall make Project Record Documents and Samples available at all times for inspection by District.

1.4 PROJECT RECORD DRAWINGS, SHOP DRAWINGS, AND SAMPLES

- A. Quality Draftsmanship: All Work on Project Record Drawings and Project Record Shop Drawings shall be performed by competent drafters and shall be clear and fully legible. District shall be the sole judge of the acceptability of the Project Record Drawings and Project Record Shop Drawings.
- B. Mark-up Procedure: During the construction period, Contractor shall maintain a set of blue-line or blackline prints of Drawings and Shop Drawings for Project Record Documents purposes ("Field Set"). Contractor shall stamp each document (on each sheet or page) "PROJECT RECORD" in 2-inch high letters. Contractor shall also maintain a set of Samples for Project Record Documents purposes. Contractor shall keep record documents current. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
 1. Mark Drawings and Shop Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
 - a. Dimensional changes to the Drawings and Shop Drawings
 - b. Revisions to details shown on the Drawings and Shop Drawings
 - c. Depths of various elements of foundation in relation to main floor level or survey datum
 - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements

- e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
 - f. Locations of underground Work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
 - g. Actual numbering and set points of each electrical circuit
 - h. Field changes of dimension and detail
 - i. Revisions to routing of piping and conduits
 - j. Revisions to electrical circuitry
 - k. Actual equipment locations
 - l. Duct, conduit, and cable size and routing
 - m. Changes made by Change Order or CCD
 - n. Details not on original Drawings or Shop Drawings
- 2. Mark completely and accurately Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Drawings location.
 - 3. Mark important additional information that was either shown schematically or omitted from original Drawings.
 - 4. Note CCD numbers; Alternate numbers, Change Order numbers, and similar identification.
 - 5. Mark Drawing and Shop Drawing sets with red, erasable colored pencil.
 - 6. Mark Samples to record changes made after review.
 - 7. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing or Shop Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings or Shop Drawings.
 - a. Accurately record information in an understandable and legible drawing technique.
 - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- C. Preparation of Project Record Drawings and Project Record Shop Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings and Project Record Shop Drawings with District. When authorized, prepare final Project Record Drawings and Project Record Shop Drawings.

1.5 PROJECT RECORD SPECIFICATIONS

- A. During the construction period, Contractor shall maintain one copy of the Specifications, including Addenda and Modifications issued, for Project Record Documents purposes.

- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and CCD Work, and information on concealed installation that would be difficult to identify or measure and record later.
 - 1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
 - 2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and Installation, Operation, and Maintenance Manuals.
 - 3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in Installation, Operation, and Maintenance Manuals instead of submitted as Project Record Product Data.
- C. Preparation of Project Record Specifications: Immediately prior to inspection for Certification of Substantial Completion, review completed Field Set Project Record Specifications with District. When authorized, prepare final Project Record Specifications.
 - 1. After Substantial Completion and before Final Completion, carefully transfer all data shown on the Field Set to a separate clean set of Specifications provided by District. Include the printed designation "PROJECT RECORD SPECIFICATION" in a prominent location on the Specifications.

1.6 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Product Data submittal for Project Record Document purposes.
 - 1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
 - 2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
 - 4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.
 - 5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
 - 6. The Contractor is responsible for mark-up and submittal of Project Record Product Data for the Work.
- B. Material, Equipment, and Finish Data:
 - 1. Provide data for primary materials, equipment, and finishes as required under each Specification Section.
 - 2. Submit two sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume.

3. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
 - a. Trade names
 - b. Model or type numbers
 - c. Assembly diagrams
 - d. Operating instructions
 - e. Cleaning instructions
 - f. Maintenance instructions
 - g. Recommended spare parts
 - h. Product data

1.7 MISCELLANEOUS PROJECT RECORD SUBMITTALS

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified and bound or filed, ready for use and reference. Submit to the District for District's records. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
 1. Field records on excavations and foundations
 2. Field records on underground construction and similar Work
 3. Survey showing locations and elevations of underground lines
 4. Invert elevations of drainage piping
 5. Surveys establishing building lines and levels
 6. Authorized measurements utilizing unit prices or allowances
 7. Records of plant treatment
 8. Ambient and substrate condition tests
 9. Certifications received in lieu of labels on bulk products
 10. Batch mixing and bulk delivery records
 11. Testing and qualification of tradespersons
 12. Documented qualification of installation firms
 13. Load and performance testing
 14. Inspections and certifications by governing authorities

15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

TECHNICAL SPECIFICATIONS

CHAIN LINK FENCES AND GATES

PART 1- GENERAL

1.1 SECTION REQUIREMENTS

A. General: Submit the following:

1. Product data in the form of manufacturer's technical data, specifications, and installation instructions for fence and gate posts, fabric, gates and accessories.
2. Shop drawings showing location of fences, gates, each post, and details of post installation, gate swing, hardware and accessories.
3. Obtain chain link fences and gates as complete units, including necessary erection accessories, fittings and fastenings from a single source or manufacturer.

PART 2- PRODUCTS

2.1 COMMERCIAL FENCE COMPONENTS

A. Fabric: 2-inch mesh fabricated from 9 ga.(0.148) diameter wire knuckled complying with Chain Link Fence Manufacturers Institute's "Product Manual."

1. Steel wire with galvanized finish complying with ASTM A 392, Class 2.

B. Steel Pipe Posts: As follows:

1. Line or Intermediate Posts: 2.375-inch OD.
2. End, Corner, and Pull Posts: 2.875-inch OD.
3. Top Rails: 0.177 wire. Manufacture's longest lengths, with expansion type couplings, approximately 6 inches long, for each joint. Provide means for attaching top rail securely to each corner, pull and end post.
4. Swing-Gate Posts: 4-inch OD Type II steel pipe.
5. Swing-Gate Frames: 2.875-inch OD.

C. Fittings and Accessories: Comply with ASTM F 626.

1. Post and Line Caps: Provide weathertight cap for each post. Provide line post caps with loop to receive tension wire or top rail.
 2. Post Brace Assembly: Same material as top rail with 3/8-inch diameter rod and adjustable tightener.
 3. Bottom Rail: Same material as top rail.
 4. Tension or Stretcher Bars: Galvanized steel bar, 2 inches shorter than fabric height, 3/16 inch thick by 3/4 inch wide.
 5. Tension Bands: 3/4-inch wide galvanized steel bands, 0.074 inch thick.
 6. Brace Bands: 3/4-inch wide galvanized steel bands, 0.105 inch thick.
 7. Tension Wire: 0.177-inch diameter, metallic-coated-steel marcelled wire with finish to match fabric.
 8. Tie Wires: 12 ga. (0.106-inch) diameter, galvanized steel wire with finish to match fabric wire.
- D. Swing Gates: Comply with ASTM F 900. Provide galvanized hardware and accessories for each gate as follows:
1. Hinges: Non-liftoff type, offset to permit 180-degree gate opening.
 2. Latch: Forked type or plunger-bar type with padlock eye.
 3. Keeper: Provide a keeper for vehicle gates that automatically engages gate leaf and holds it in open position until manually released.
 4. Gate Stops: For double gates, provide gate stops set in concrete, designed to engage a center drop rod or plunger bar. Include a locking device permitting both gate leaves to be locked with a single padlock.
- E. Concrete: Provide concrete consisting of Portland cement, ASTM C 150, aggregates ASTM C 33 and clean water. Mix materials to obtain concrete with a minimum 28 day compressive strength of 3000 psi. Use at least 5 bags of cement per cu. yd., 1 inch maximum size aggregate, 3-4 inch slump and 6 percent entrained air.

PART 3- EXECUTION

3.1 INSTALLATION

- A. Install fence to comply with ASTM F 567.
- B. Excavation: Drill post holes 12 inches in diameter and 36 inches in depth, equally spaced, but not more than 10 feet apart.
- C. Setting Posts: Set posts in holes approximately 6 inches above bottom of excavation. Align posts vertically and align tops. Pour concrete footings 2 inches above grade and trowel to a crown to shed water.

Berryessa Union School District
San Jose CA
New Chain Link Fencing & Gates
Project Description

This project is to furnish and install new chain link fence and gates per the description and attached drawings and specifications at four Elementary School Sites in the Berryessa Union School District.

Brooktree Elementary
1781 Olivetree Dr.
San Jose CA. 95131

Furnish and install approximately 705'x5' Lineal ft new chain link fence

Furnish and install 2- 20'x5' double vehicle gates

Furnish and install 1- 6'x5' single pedestrian gate

Furnish and install 2- 4'x5' single pedestrian gates

Furnish and install 3- 8'x5' single pedestrian gates

Actual dimensions for all listed measurements may vary. Bidder to field verify all dimensions.

Northwood Elementary
2760 E Trimble Rd.
San Jose CA. 95132

Furnish and install approximately 300' Lineal ft of 5' tall new chain link fence

Furnish and install 1 single pedestrian gate at an existing opening. Remove fence block at same opening bordering Lakewood Dr.

Furnish and install 2- 8'x5' double pedestrian gates

Actual dimensions for all listed measurements may vary. Bidder to field verify all dimensions.

Majestic Way Elementary
1855 Majestic Way
San Jose CA. 95132

Furnish and install approximately 1050'x5' Lineal ft new chain link fence

Furnish and install 1-20'x5' vehicle gate

Furnish and install 1-6'x5' pedestrian gate

Furnish and install 7-8'x5' pedestrian gates

Actual dimensions for all listed measurements may vary. Bidder to field verify all dimensions.

BUSD Fencing and Gates continued:

Vinci Park Elementary School

1311 Vinci Park Way

San Jose CA. 95132

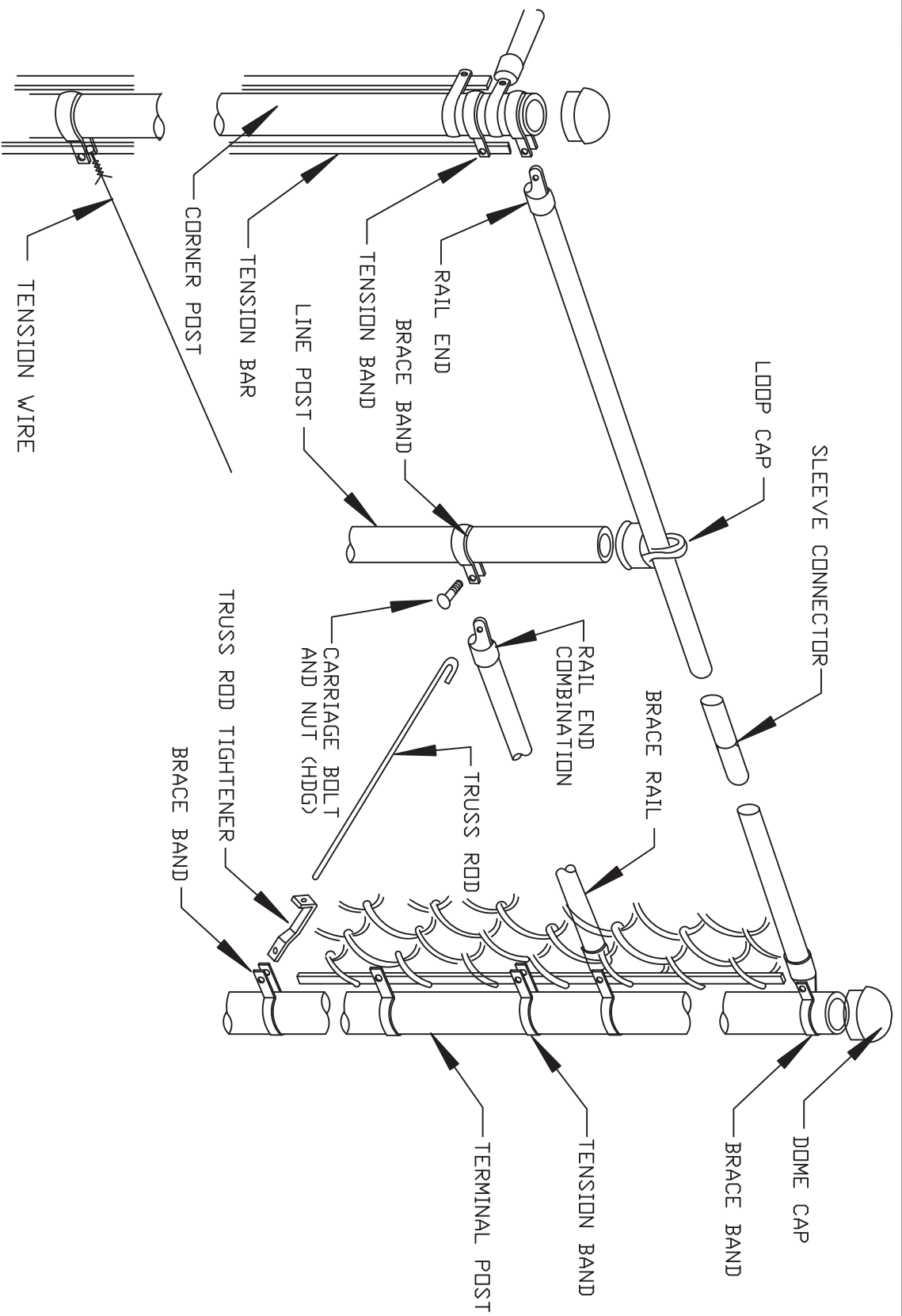
Furnish and install approximately 610'x5' linear ft of new chain link fence

Furnish and install 2-6'x5' pedestrian gates

Furnish and install 6'x6' black vinyl fencing to match existing conditions

Furnish and install 1-6'x6' black vinyl gate to match existing conditions

Actual dimensions for all listed measurements may vary. Bidder to field verify all dimensions.



TYPICAL FENCE SECTION

CLEFMI

DETAILS

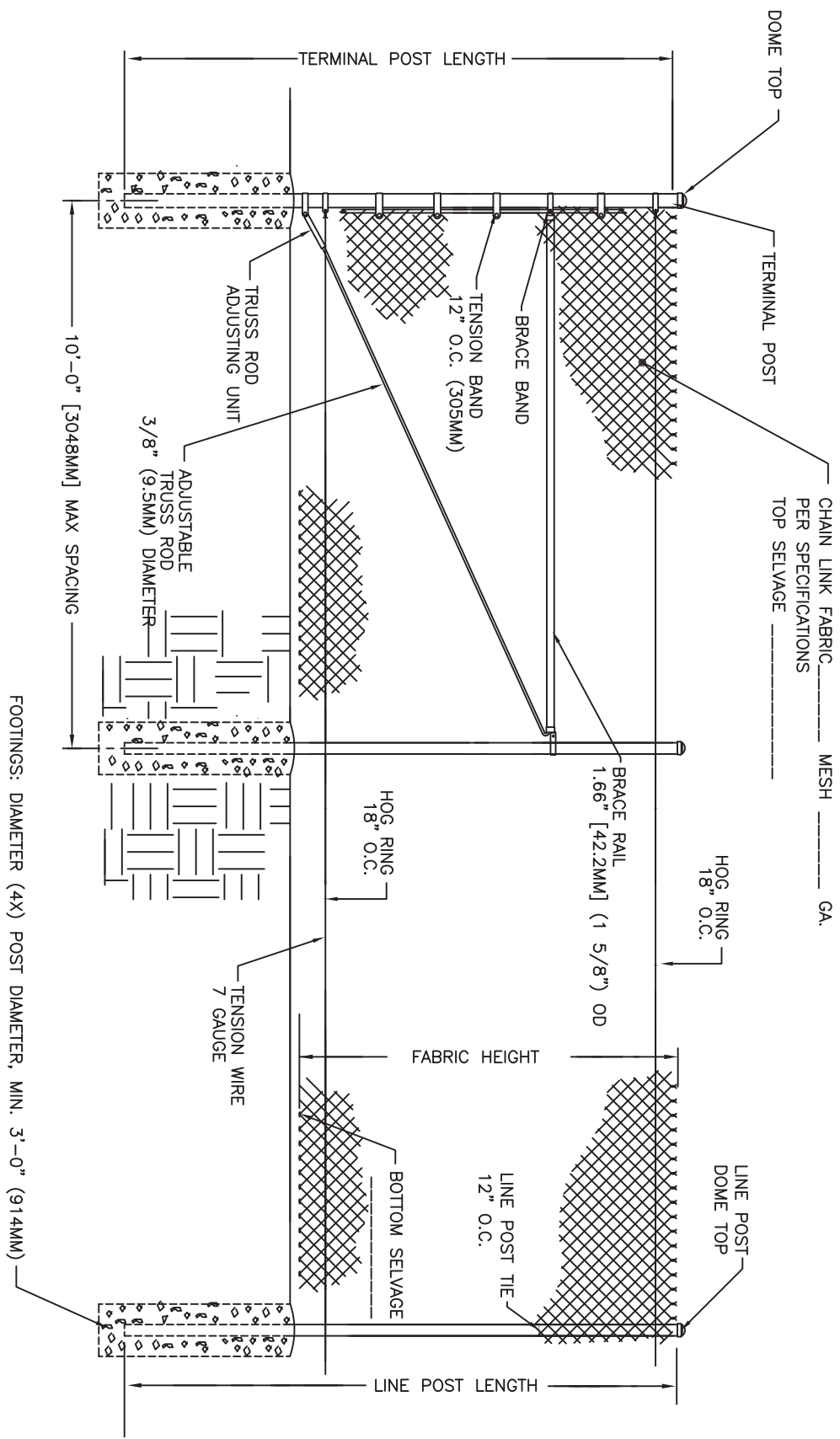
TOP RAIL / TRUSSED BRACE RAIL
WITH BOTTOM TENSION WIRE

COMPILED BY: ART
DATE 02-11-10

SCALE: 1/4"=1'



Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046



TYPICAL FENCE SECTION

CLFMI

CLO

Chain Link Fence Manufacturers Institute
10015 Old Columbia Rd. Suite B 215
Columbia, MD. 21046

TYPICAL FENCE ELEVATION
TRUSSED BRACE RAIL
W/ TOP & BOTTOM TENSION WIRE

BY: ART

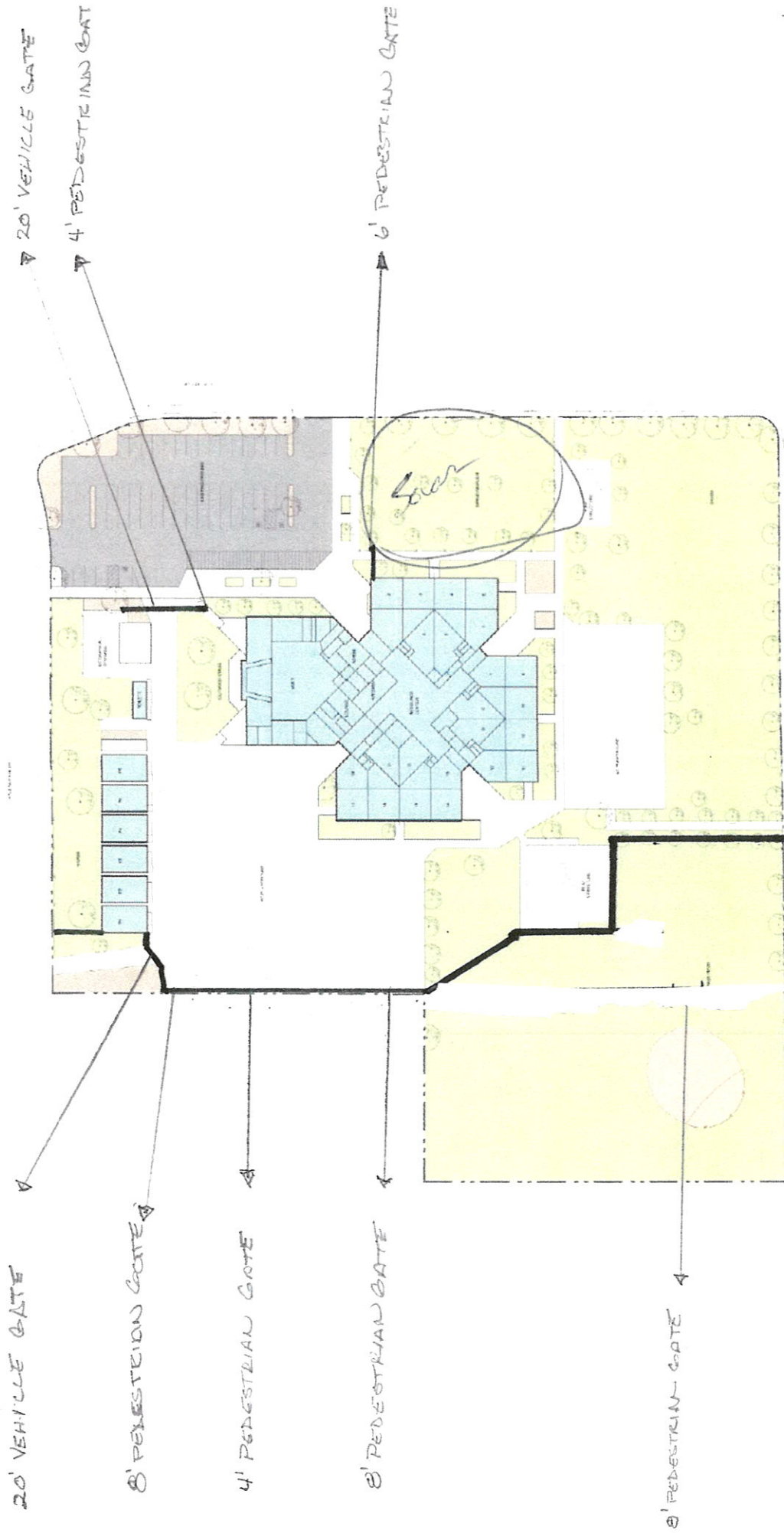
DATE: 02/11/10

SCALE: 1:40





5' NEW CHAIN LINK FENCE



BROOKTREE ELEMENTARY SCHOOL

EXISTING CONDITIONS

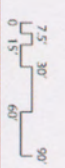
NEW 5' CHAIN LINK FENCE



MAJESTIC WAY ELEMENTARY SCHOOL

EXISTING CONDITIONS

- EXISTING BUILDINGS
- NON-SCHOOL BUILDING



NEW 5' CHAIN LINK FENCE

REMOVE FENCE BLOCK
INSIDE GATE 10
EXISTING OPENING

NORTHWOOD ELEMENTARY SCHOOL

EXISTING CONDITIONS



2-8' PEDESTAL GATES

EXISTING BUILDING

75' 30' 60' 90'



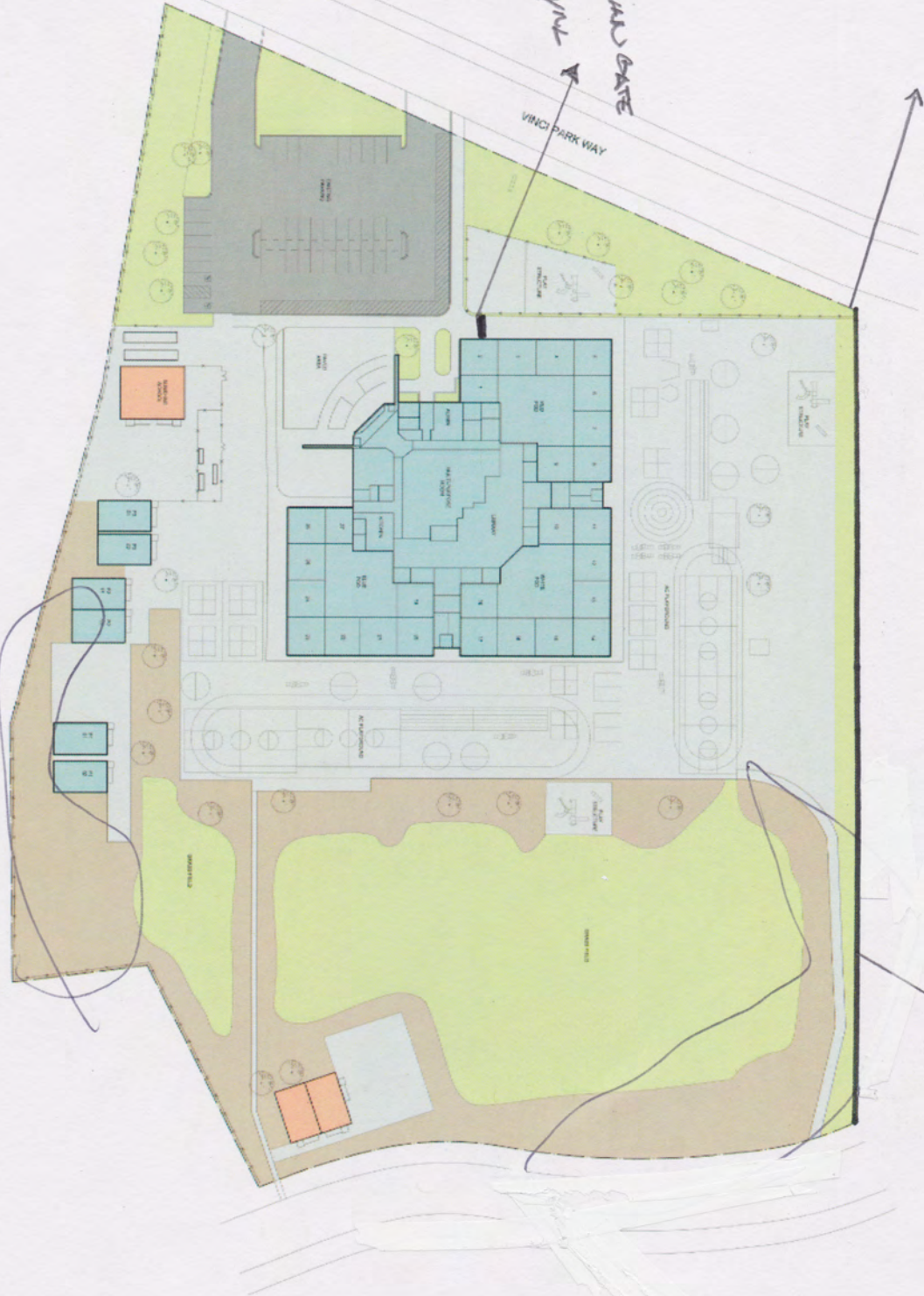
NEW 5' CHAIN LINK FENCE

6' PEDESTRIAN GATE

6' PEDESTRIAN GATE

6' PEDESTRIAN GATE
MATCH
BLACK VINYL
FENCE

VINCI PARK WAY



VINCI PARK ELEMENTARY SCHOOL

EXISTING CONDITIONS

EXISTING BUILDING
NON-SCHOOL BUILDINGS

5' 30' 60'
0' 10' 40'

