

Chabot-Las Positas Community College District

Bid No. 19/20 - 05

CHABOT COLLEGE SWIMMING POOL REVITALIZATION

Bids Due:

September 30, 2019 at 4:00 P.M.



Return Bids To:

**Chabot-Las Positas Community College District
Business Services-Facilities and Bond Program**

**7600 Dublin Boulevard., 3rd Floor
Dublin, California 94568**

Phone: (925) 485-5277

Fax: (925) 485-5294

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NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	CHABOT COLLEGE POOL REVITALIZATION - Existing swimming pool plaster demolition, gunite shell inspection; replaster and retile; existing swimming pool concrete deck repair and installation of cementitious epoxy overlayment; new signage, new swimming pool hand rails and lane dividers; new swimming pool light fixtures.
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	SEPTEMBER 30, 2019 @ 4:00 P.M.
LOCATION FOR SUBMISSION OF BID PROPOSALS	CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT OFFICE 7600 Dublin Boulevard., 3rd Floor Dublin, California 94568
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	Chabot-Las Positas Community College Website http://www.clpccd.org/business/open.php Builders' Exchange of Santa Clara County http://www.bxscco.com/online-plans/ Bay Area Builder's Exchange https://bayareabx.com/

NOTICE IS HEREBY GIVEN that the above-named California Community College District, acting by and through its Board of Trustees, hereinafter "the District" will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work of the Project generally described as: **BID#19/20-05 Chabot College Pool Revitalization project.**

1. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District. Bid Proposals must conform with, and be responsive to, the Bid and Contract Documents, copies of which may be obtained from the District as set forth above. Only Bid Proposals submitted to the District at or prior to the date and time set forth above for the public opening and reading of Bid Proposals shall be considered.

2. Bid and Contract Documents. The Bid and Contract Documents are available at the location stated above

3. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (a) the required Bid Security; (b) Subcontractors List; (c) Non-Collusion Affidavit; (d) Certification of Pre-Bid Site Visit; and (e) Statement of Bidder's Qualifications. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness.

4. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are maintained at the District's Administrative Offices located at 7600 Dublin Boulevard, 3rd Floor, Dublin, CA 94568, and are available to any interested party upon request. Alternatively, prevailing wage rate classifications and determinations may be viewed and obtained by accessing the Division of Labor Standards Enforcement databases at <http://www.dir.ca.gov/dir/databases.html>. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work.

5. Contractors License Classification. In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess the following classification(s) of California Contractors License **C53**. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law. No payment shall be made for work, labor, materials or services provided under the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work.

6. Contract Time. The date(s) for completion of portions of the Work, if applicable, and for achieving Substantial Completion of the Work shall be achieved as set forth in the Special Conditions. Failure to complete designated portions of the Work within the time(s) established in the Special Conditions and/or failure to achieve Substantial Completion of the Work within the Contract Time established in the Special Conditions shall subject the Contractor to assessment of Liquidated Damages as set forth in the Special Conditions.

7. Labor Compliance Program (AB 1506). The District has established a Labor Compliance Program ("LCP") pursuant to Labor Code §1771.5. The Contractor awarded the Contract for the Work shall comply with the LCP and provisions of the Contract Documents relating to implementation, compliance with, and enforcement of the LCP.

8. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than **ten percent (10%)** of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

9. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of **sixty (60)** days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

10. Job-Walk. The District will conduct a **Mandatory Job Walk on September 12, 2019, beginning at 10:00 A.M. Bidder’s attendance at the Job Walk is mandatory.** Bidders are to meet at **Chabot College, 25555 Hesperian Boulevard, Facilities Management Office (Across from Building 3000), Hayward, California 94545** to participate in the Job Walk. Campus maps are available at www.chabotcollege.edu. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive. Each Bidder Attendee will be given a signed Certification of Pre-Bid Site Visit form at the conclusion of the Job-Walk.

11. Substitute Security. In accordance with the provisions of California Public Contract Code §22300, substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall submit its written request to the District to permit the substitution of securities for retention under California Public Contract Code §22300 prior to the submission of its first Application for Progress Payment. The failure of such Bidder to make such written request to the District prior to submission of its first Application for Progress Payment shall be deemed a waiver of the Bidder's rights under California Public Contract Code §22300.

12. Waiver of Irregularities. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

13. Award of Contract. The Contract for the Work, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined on the basis of the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the applicable provisions of the Instructions for Bidders.

14. Construction Cost Estimate Range for Total Bid: \$630,000.00

15. Last Date / Time For:

Bidder’s Request for Information	September 23 rd , 2019 @ 4:00pm
Last Day to Issue Addenda	September 25 th , 2019 @ 4:00pm
Bids Due	September 30 th , 2019 @ 4:00pm

CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT

Publication Dates:
August 30, 2019
September 6, 2019

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INSTRUCTIONS FOR BIDDERS

1. **Preparation and Submittal of Bid Proposal.**
 - 1.1 **Bid Proposal Preparation.** All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.
 - 1.2 **Bid Proposal Submittal.** Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
 - 1.3 **Date and Time of Bid Proposal Submittal.** The District will place a clock (“the District Clock”) in a conspicuous location at the place designated for submittal of Bid Proposals. For purposes of determining the time that a Bid Proposal is submitted, the District Clock shall be controlling. The foregoing notwithstanding, whether or not Bid Proposals are opened exactly at the time fixed in the Call for Bids, no Bid Proposals shall be received or considered by the District after it has commenced the public opening and reading of Bid Proposals; Bid Proposals submitted after such time are non-responsive and will be returned to the Bidder unopened.
2. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) a certified or cashier's check made payable to the District or (c) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the “Bid Security”) in an amount not less than the percentage of the maximum amount of the Bid Proposal. Any Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.
3. **Documents Accompanying Bid Proposal; Signatures.** The Bid Proposal must be submitted with: Bid Security, Subcontractors List, Statement of Qualifications, Certification of Pre-Bid Site Visit and the Non-Collusion Affidavit. The Bid Proposal, Statement of Qualifications and the Non-Collusion Affidavit shall be executed by an individual duly authorized to execute the same on behalf of the Bidder.
4. **Modifications.** Changes to the bid forms which are not specifically called for or permitted may result in the District's rejection of the Bid Proposal as being non-responsive. No oral or telephonic modification of any submitted Bid Proposal will be considered. A written modification may be considered only if actually received by the District prior to the scheduled closing time for receipt of Bid Proposals and the public opening thereof.
5. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation or correction the surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with the foregoing may be

deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.

- 6. Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. The failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
- 7. Withdrawal of Bid Proposal.** Any Bidder may withdraw its Bid Proposal by of written request actually received by the District prior to the scheduled closing time for the receipt of Bid Proposals and the District's public opening and reading of Bid Proposals. A written notice of withdrawal of a submitted Bid Proposal received after the scheduled closing time for receipt of Bid Proposals or the District's public opening and reading of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal.
- 8. Agreement and Bonds.** The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms and amounts of the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Labor and Material Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.
- 9. Interpretation of Drawings, Specifications or Contract Documents.** Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof may be submitted to the District. **It is the sole and exclusive responsibility of the Bidder to submit such request not less than Seven (7) calendar days prior to the scheduled closing date** for the receipt of Bid Proposals. Questions received less than Seven (7) calendar days prior to the date for opening Bids may not be answered. Interpretations or corrections of the Contract Documents will be by written addendum issued by the District or the Architect. A copy of any such addendum will be mailed, faxed, emailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
- 10. District's Right to Modify Contract Documents.** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid

Proposal will render the Bid Proposal non-responsive and rejected.

11. **Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit.** No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.
12. **Award of Contract.**
 - 12.1 **Waiver of Irregularities or Informalities.** The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.
 - 12.2 **Award to Lowest Responsive Responsible Bidder.** The award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with these Instructions for Bidders.
 - 12.3 **Selection of Alternate Bid Items.** The selection of Alternate Bid Items for inclusion in the scope of the Work of the Contract to be awarded and for determination of the lowest Bid Proposal based upon the Base Bid Proposal and the combination of Alternate Bid Items selected for inclusion in the Contract to be awarded will be by a "blind-bidder" process. After opening timely submitted Bid Proposals and before the public reading of Bid Proposals, District clerical staff ("Clerical Staff") who will not be engaged in the selection of Alternate Bid Items for inclusion in the Contract to be awarded will assign each Bidder an alphabetical letter for identification purposes. The Clerical Staff will mask all portions of the Bid Proposal and other documents submitted with Bid Proposals so that the identity of each Bidder is not revealed. The Clerical Staff will maintain a list ("the Bidders List") which identifies by name and the alphabetical letter assigned by the Clerical Staff to each Bidder. After completing the Bidders List, the Clerical Staff will publicly read the Bid Proposals amounts of each Bidder for the Base Bid as well as each Alternate Bid Item. In this public reading of Bid Proposals, Bidders will not be identified by name; Bidders will be identified only by alphabetical letter assigned to each Bidder by the Clerical Staff. After the public reading of Bid Proposals, the Clerical Staff will provide the Architect and the District's staff responsible for selection of Alternate Bid Items for inclusion in the Contract to be awarded ("District Project Staff") copies of Bid Proposals with the identities of Bidders masked; Bid Proposals reviewed by the Architect and District Project Staff will identify Bidders only by alphabetical letters. At such time as the Architect and the District Project Staff have completed review of Bid Proposals and made a determination of which Bidder (by the alphabetical letter assigned by Clerical Staff) has submitted the lowest Bid Proposal on the basis of the Base Bid Proposal and any combination of Alternate Bid Items as determined by the Architect and the District Project Staff, the Clerical Staff will make available to the Project Staff the Bidders List so that the identity of the Bidder to be awarded the Contract can be identified. Until such time as the District Project Staff have completed review of Bid Proposals and determination of which Bidder has submitted the lowest Bid Proposal, there will be no communication between the Clerical Staff and the Architect or the District Project Staff regarding the identities of Bidders

or disclosure of any portion of the Bidders List.

- 12.4 Alternate Bid Items Not Included in Award of Contract.** Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in **Attachment A** the Alternate Bid Items Proposal.
- 12.5 Responsive Bid Proposal.** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, with the Bid and Contract Documents.
- 12.6 Responsible Bidder.** A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgement, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

13. Subcontractors.

- 13.1 Designation of Subcontractors; Subcontractors List.** Each Bidder shall submit a list of its proposed Subcontractors for the proposed Work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.
- 13.2 Work of Subcontractors.** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate

all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

13.3 Subcontractor Bonds. In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring

such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

14. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful bidder shall sign and deliver to the District the following certificate prior to performing any of the Work under the Contract:

"I am aware of the provisions of §3700 of the California 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 the Contract."

The form of such Certificate is included as part of the Contract Documents.

15. Bid Security Return. The Bid Security of three or more low Bidders, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.

16. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within fifteen (15) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

17. Contractor's License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work, in accordance with the Contractors License Law, California Business & Professions Code §§7000 et seq. This requirement is not a mere formality and will not be waived by the District or its Board of Trustees. The required California Contractor's License classification(s) for the Work is/are set forth in the Call for Bids.

18. Anti-Discrimination. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin,

religious creed, sex, age or marital status. All Bidders agree to comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§12940 et seq. and California Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

19. **Bidder's Qualifications.** Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Statement of Bidder's Qualifications is false or misleading or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.
20. **Job-Walk.** The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided, however that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the Mandatory Job-Walks set forth in the Call for Bids unless a Job-Walk is requested by such Bidder and a Job-Walk is conducted by the District in accordance with the following provisions. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walk.
21. **Public Records.** Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or otherwise, may result render the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant

to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

- 22. Drug Free Workplace Certificate.** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
- 23. Compliance with Immigration Reform and Control Act of 1986.** The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
- 24. Notice of Intent to Award Contract.** Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Trustees meeting at which award of the Contract will be considered.
- 25. Bid Protest.** Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with:
- (i) The bid protest is in writing;
 - (ii) The bid protest is filed and received by the District's Vice Chancellor, Administrative Services not more than five (5) calendar days following the date of issuance of the District's Notice of Intent to Award the Contract; and
 - (iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice Chancellor, Administrative Services or such individual(s) as may be designated by him/her, shall review and

evaluate the basis of the bid protest. Either the District's Vice Chancellor, Administrative Services or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest as reflected in the written statement of the District's Vice Chancellor, Administrative Services or his/her designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District's Vice Chancellor, Administrative Services any other employee or officer of the District or the District's Board of Trustees. The rendition of a written statement by the District's Vice Chancellor, Administrative Services (or his/her designee) and action by the District's Board of Trustees to adopt, modify or reject the disposition of the bid protest reflected in such written statement shall be express conditions precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

END SECTION

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SUBCONTRACTORS LIST

Bidder: _____

Address: Telephone: _____

Telecopier: _____

Bidder's Authorized Representative(s): _____

PROJECT: Chabot College Pool Revitalization

NAME OF SUBCONTRACTOR	BUSINESS LOCATION/ ADDRESS OF SUBCONTRACTOR	TRADE OR PORTION OF THE WORK

PHOTOCOPY THIS PAGE AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS

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NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: **Chabot College Pool Revitalization**

I, _____, being first duly sworn, deposes and says that I am
(Typed or Printed Name)
the _____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

Signature

(Address)

Name Printed or Typed

(City, County and State)

(_____) _____
(Area Code and Telephone Number)

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STATEMENT OF BIDDER'S QUALIFICATIONS

1. Bidder's Organization

1.1 Form of entity of Bidder, i.e., corporation, partnership, etc. _____

1.1.1 If a corporation, state the following:

State of incorporation: _____

Date of incorporation: _____

President/Chief Executive Officer: _____

Secretary: _____

Treasurer/Chief Financial Officer: _____

1.1.2 If a partnership, state the following:

Type of partnership, i.e., general partnership, limited partnership: _____

Names of all general partners, if any of the general partners are not natural persons, provide the information for each such general partner requested by Paragraphs 1.1.1, 1.1.2 and 1.1.4 as appropriate: _____

1.1.3 If a proprietorship, state the names of all proprietors: _____

1.1.4 If a joint venture, state the following

Date of organization: _____

Names of all joint venture members. For each member of the joint venture, provide the information requested by Paragraphs 1.1.1, 1.1.2 and 1.1.3 for each joint venture member, as applicable: _____

1.2 Number of years your organization has been in business as a contractor: _____

1.3 Number of years your organization has conducted business under its present name:

1.4 If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

1.5 Your organization's Federal Tax Identification Number: _____

2. Licensing

2.1 California Contractors License: Number: _____
Expiration Date: _____
Responsible Managing Employee/Officer: _____
License Classification(s): _____

2.2 Has a claim or other demand ever been made against your organization's California Contractors License Bond? _____ Yes _____ No
If yes, on a separate attachment, state the following: (i) the name, address and telephone number of each person or entity making claim or demand; (ii) the date of each claim or demand; (iii) the circumstances giving rise to each such claim or demand; and (iv) the disposition of each such claim or demand.

2.3 Has a complaint ever been filed against your organization's California Contractors License with the California Contractors State License Board? _____ Yes _____ No
If yes, on a separate attachment, state the following for each complaint: (i) the name, address and telephone number of each person or entity making the complaint; (ii) the date of each complaint; (iii) the circumstances giving rise to each such complaint; and (iv) the disposition of each such complaint, including without limitation, any disciplinary or other action imposed or taken by the California Contractors State License Board as a result of any such complaint.

3. Experience

3.1 Categories of work (other than management/supervision) your organization typically performs with your own forces _____

3.2 On a separate attachment, list all construction project completed by your organization in the past two (2) years and for each project identified, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the owner and the project owner's representative; and (iv) the project architect's name, address, telephone number and contact person.

3.3 On a separate attachment, list all construction project your organization has in progress and for each project listed, state: (i) a general description of the work performed by your organization on the project; (ii) the dollar value of the work performed or to be performed by your organization; (iii) the project owner's name, name of the project owner's representative and the address and telephone number of the project owner and the project owner's representative; (iv) the project architect's name, address, telephone number and contact person; (v) percent presently complete; and (vi) the current scheduled completion date.

4. Performance History

- 4.1 Claims and lawsuits (if you answer yes to any of the following, you must attach details).
- 4.1.1 Have any lawsuits or other administrative, legal, arbitration or other proceedings, ever been brought or commenced against your organization or any of its principals, officers or equity owners in connection with any construction contract or construction project? Yes No
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
- 4.1.2 Has your organization ever filed a lawsuit or commenced other administrative, legal or other proceedings in connection with any construction contract or construction project? Yes No
If so, describe the circumstances, the amount demanded or other relief demand and the disposition of each such lawsuit or other proceeding.
- 4.1.3 Are there any judgements, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization? Yes No
If so, describe each such judgement, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.
- 4.2 Has your organization ever refused to sign a construction contract awarded to it?
___ Yes ___ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.
- 4.3 Has your organization ever failed to complete a construction contract? ___ Yes ___ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.
- 4.4 Has your organization ever been declared in default of a construction contract?
_____ Yes _____ No
If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of each such declaration of default.
- 4.5 Has any construction contract to which your organization is a party been terminated for the convenience of the project owner? ___ Yes ___ No
If so, identify the project and project owner along with a description of the circumstances under which the convenience termination occurred.
- 4.6 Has a claim or other demand ever been asserted against any Bid Bond, Performance Bond, or Payment Bond posted by your organization in connection with any construction contract or your submittal of a bid proposal for a construction contract?
___ Yes _____ No
If so, on a separate attachment, state the following: (i) the name, address, telephone number and contact person for each claimant; (ii) the date upon which

each such demand or claim was made; and (iii) the disposition of each such demand or claim.

4.7 Has your organization or any predecessor to your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) a detailed description of the circumstances upon which charges were based; (ii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iii) disposition of such charges.

4.8 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been an equity owner of ten percent (10%) or more of the equity interest of any other entity or organization, within the past ten (10) years, which has been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) the name(s) of each such other entity or organization; (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

4.9 Has any individual or entity who owns ten percent (10%) or more of the equity interest of your organization been charged with a violation of the California False Claims Act or similar federal statute within the past ten (10) years?

_____ Yes _____ No

If yes, on a separate attachment, provide the following: (i) the name of such individual(s) or entity(ies); (ii) a detailed description of the circumstances upon which charges were based; (iii) the public agency involved, including name, address, telephone and email address of contact person(s) at such public agency; and (iv) disposition of such charges.

5. References (Include name, contact person, telephone/telecopier and address for each reference provided):

5.1 Trade References (three (3) minimum)

5.2 Bank References

5.3 Public Works Inspectors of Record (K-12 or community college project)

5.4 Owner references (three (3) minimum, preferably California K-12 school districts and/or California community college districts)

6. Accuracy and Authority

The undersigned is duly authorized to execute this Statement of Bidders Qualifications under penalty of perjury on behalf of the Bidder. The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Bidder’s Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Bidder’s Qualifications.

The undersigned declares and certifies that the responses to this Statement of Bidder’s Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses.

Executed this day of _____ 20 at _____
(City and State)

I declare under penalty of perjury under California law that the foregoing is true and correct.

(Signature)

(Typed or written name)

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, hereinafter "the Obligee," for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as the Chabot College Pool Revitalization

WHEREAS, subject to the terms of this Bond, the Surety is firmly bound unto the Obligee in the penal sum of **ten percent (10%)** of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, as set forth above.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefor, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed thereunder, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____

(Signature of Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

() _____

(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

CERTIFICATION OF PRE-BID SITE VISIT

The Honorable Board of Trustees
Chabot-Las Positas Community College District
5020 Franklin Drive
Pleasanton, California 94588

RE: Chabot College Pool Revitalization

Ladies and Gentlemen:

In connection with submitting a Bid Proposal for the Work described as Chabot College Pool Revitalization, I visited the Site of the Work on _____ / _____ on behalf of
Date A.M. P.M.

Bidder Name

to inspect the Site of the proposed work, which will be turned over to the Bidder, if awarded the Contract, in its present condition, with a representative of the Chabot-Las Positas Community College, in order to acquaint the Bidder with the proposed Work so that the Bidder fully understands the facilities, difficulties, and restrictions attendant to execution and completion of the Work. I have also reviewed on behalf of the Bidder, the as-built drawings and/or previous Contract Documents, site conditions and Bid Documents with: _____, _____ College.

I certify all conditions provided for my review and their effect on the Work as called for in the Contract Documents are included and accounted for in the Bid Proposal amounts submitted to the District.

I understand that a Bidder who fails to submit this Certification of Pre-Bid Site Visit, fully executed, with the Bidder's Bid Proposal form, will result in rejection of the Bid Proposal for non-responsiveness..

Name of Bidder

Authorized Signatory

Address

Phone Number

Date

[END OF SECTION]

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BID PROPOSAL

TO: **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District, acting by and through its Board of Trustees (“the District”).

FROM:

(Name of Bidder)
(Address)
(City, State, Zip Code)
(Telephone/Telecopier)
(E-Mail Address of Bidder’s Representative(s))
(Name(s) of Bidder’s Authorized Representative(s))

1. Bid Proposal

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents for the sum of _____ Dollars (\$_____). The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda issued by or on behalf of the District.

_____ **Addenda Nos.** _____ received, acknowledged
(initial) and incorporated into this Bid Proposal.

1.3 Alternate Bid Items. The Bidder’s price proposal(s) for Alternate Bid Items is set forth in the form of Attachment A Alternate Bid Item Proposal included herewith. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract for the above-identified Bid Package unless an Alternate Bid Item is incorporated into the scope of Work of the Contract.

2. Documents Accompanying Bid. The Bidder has submitted with this Bid Proposal the following: (a) Bid Security; (b) Subcontractors List; (c) Statement of Qualifications; (d) Certification of Pre-Bid Site Visit; and (e) Non-Collusion Affidavit. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the

Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers' Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

4. **Contractor's License.** The undersigned Bidder is currently and duly licensed in accordance with the California Contractors License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) _____ bearing License Number(s) _____, with expiration date(s) of _____. The Bidder certifies that: (a) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the Work shall be so properly licensed to perform or provide such portion of the Work.

5. **Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature)

(Corporate Seal)

(Typed or Printed Name)

Title: _____

**ATTACHMENT A
ALTERNATE BID ITEM PROPOSAL**

Bidders must provide a proposal price for each Additive Bid Items, set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness.

ADDITIVE BID ITEM NO.

ITEM	<u>ADDITIVE ALTERNATES</u>	\$ VALUE
Additive Bid Item No.1		

[END OF SECTION]

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AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 20____, in the City of Pleasanton, County of Alameda, State of California, by and between **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT**, a California Community College District hereinafter "District" and _____ ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. **The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as Renovation of the Chabot College Swimming Pool. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, _____ and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. **Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed; the Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Contract Documents.
3. **Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of _____ Dollars (\$_____). The Contract Price is based upon the Contractor's Base Bid Proposal and the following Alternate Bid Items, if any:

The District's payment of the Contract Price shall be in accordance with the Contract Documents.

4. **Liquidated Damages.** If the Contractor fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in accordance with the Contract Documents. Failure of the Contractor to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items will result in the District's assessment of Liquidated Damages in accordance with the Contract Documents.
5. **The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents.

//

Notice to Contractors Calling For Bids
 Instructions For Bidders
 Bid Proposal
 Subcontractors List
 Non-Collusion Affidavit
 Statement of Bidder's Qualifications

Bid Bond
 Bid Addenda Nos. _____
 Agreement
 Performance Bond
 Labor and Materials Payment Bond
 Drug-Free Workplace Certification

Certificate of Workers Compensation Insurance
General Conditions
Special Conditions
Change Order Form
Asbestos and Other Hazardous

Materials Certification
Debris Recycling Statement
Certification of Pre-Bid Site Visit
Guarantee
Specifications
Drawings

6. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

“DISTRICT” CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT	“CONTRACTOR” [CONTRACTOR NAME]
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal, and _____ as Surety, are held and firmly bound unto **CHABOT- LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Oblige", in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Oblige, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as Renovation of the Chabot College Swimming Pool.

WHEREAS, the Principal, has entered into an agreement with the Oblige for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Oblige and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Oblige by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Oblige's rights hereunder; Surety hereby waives notice from the Oblige of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Oblige's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Oblige to the Surety of the Principal's breach or default of the Contract Documents and Oblige's termination of the Contract, the Surety shall notify Oblige in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Oblige, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of

performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety shall fail to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

(Principal's Corporate Seal)

(Principal Name)

By: _____

(Typed or Printed Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

(Typed or Printed Name)

() _____
(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

[END OF SECTION]

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LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ as Principal, and _____ as Surety, are held and firmly bound unto **CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT** hereinafter "the Obligee", in the penal sum of _____ Dollars (\$_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as Renovation of the Chabot College Swimming Pool.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §3181, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys fees pursuant to California Civil Code §3250.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

(Principal's Corporate Seal)

(Principal Name)

By: _____
(Signature)

(Type or Print Name)

Title: _____

(Surety's Corporate Seal)

(Surety Name)

By: _____
(Signature of Attorney-in-Fact for Surety)

(Type or Print Name of Attorney-in-Fact)

(Attach Attorney-in-Fact Certificate)

() _____
(Area Code and Telephone Number of Attorney-in-Fact for Surety)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Address)

(Telephone)

(Email address)

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: Chabot College Pool Revitalization Project

I, _____ the _____ of
(Name) (Title)

_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code §3700(a) and (b) provides:

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

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.”

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

(Contractor Name)

By: _____
(Signature)

(Typed or printed name)

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DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state and certify to all of the following:
(Contractor Name).

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;
 - B. Establishing a drug-free awareness program to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;
 - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations;
 - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
 - D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
3. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject

to debarment in accordance with the provisions of California Government Code §§8350, et seq.

- Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at _____ this _____ day of _____, 20____.

(City and State)

(Signature)

(Handwritten or Typed Name)

GENERAL CONDITIONS

**GENERAL CONDITIONS
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GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS; GENERAL

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- 1.2 Contractor.** The Contractor is the person or entity identified as such in the Agreement; references to “Contractor” include the Contractor's authorized representative.
- 1.3 Architect.** The Architect is the person or entity identified as such in the Agreement; references to the “Architect” includes the Architect's authorized representative.
- 1.4 The Work.** The “Work” is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.
- 1.5 The Project.** The Project is the total construction of which the Work performed by the Contractor under the Contract Documents which may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.6 Surety.** The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.7 Subcontractors; Sub-Subcontractors.** A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. “Subcontractor” does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site.
- 1.8 Material Supplier.** A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.9 Drawings and Specifications.** The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion. Large scale Drawings shall take precedence over smaller scale Drawings as to shape and details of construction. Figured dimensions on Drawings shall govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.

1.10 Special Conditions; Supplemental Conditions. If made a part of the Contract Documents, Special Conditions and Supplemental Conditions are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.

1.11 Contract Documents. The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 Intent and Correlation of Contract Documents.

1.12.1 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data (“Submittals”). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-Subcontractor, manufacturer, Material Supplier, or distributor to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor or any of its Subcontractors or Material Suppliers are collectively referred to as “Submittals”.

- 1.14 Division of State Architect (“DSA”).** The DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.
- 1.15 Project Inspector.** The Project Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.
- 1.16 Contract Document Terms.** The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;” “satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.
- 1.17 Contractor's Superintendent.** The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.
- 1.18 Record Drawings.** The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.
- 1.19 Construction Manager.** The Construction Manager is an independent contractor retained by the District and is authorized and empowered to act on behalf of the District as set forth in the Contract Documents. The District reserves the right to remove or replace the Construction Manager prior to completion of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder. The Construction Manager for the Work is **Craig Fernandez**.
- 1.20 Construction Equipment.** “Construction Equipment” is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.21 Site.** The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.
- 1.22 Field Clarifications.** A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

- 1.23 Defective or Non-Conforming Work.** Defective or non-conforming Work is any Work which is unsatisfactory, faulty or deficient by: (a) not conforming to the requirements of the Contract Documents; (b) not conforming to the standards of workmanship of the applicable trade or industry; (c) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (d) damage occurring prior to Final Completion of all of the Work.
- 1.24 Delivery.** The term “delivery” used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition pending incorporation into the Work.
- 1.25 Notice to Proceed.** The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.
- 1.26 Progress Reports; Verified Reports.** Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

ARTICLE 2: DISTRICT

2.1 Information Required of District.

- 2.1.1 Surveys; Site Information.** Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.
- 2.1.2 Permits; Fees.** Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work of the Contractor under the Contract Documents. If permits and fees are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price.
- 2.1.3 Drawings and Specifications.** Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work of the Project.
- 2.1.4 Furnishing of Information.** Information or services to be provided by the District under

the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees or warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. To the extent that the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements, or the Work involves any tie-in or other connection with any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. Subject to the provisions of Article 4.2.3, the existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law.

2.3 Partial Occupancy or Use.

2.3.1 District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of the Work not complying with the requirements of the Contract Documents or which is otherwise defective.

2.4 The Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents, all of the Work shall be performed under the observation of the Project Inspector. The performance of the duties of the Project Inspector under the Contract Documents shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

2.4.1 Access to Work. The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed. The Project Inspector shall have the authority to stop Work if the Work is not in conformity with the Contract Documents.

2.4.2 Limitations on Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents shall be performed solely on the basis of the direction of the Project Inspector, and the Contractor shall be liable to the District for the consequences of all Work performed on such basis.

ARTICLE 3: ARCHITECT; CONSTRUCTION MANAGER

3.1 Administration of the Contract.

3.1.1 Role of the Architect and Construction Manager. The Architect and the Construction Manager will provide administration of the Contract as described in the Contract Documents, and will be the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by law, including Title 24 of the California Code of Regulations. The Architect and Construction Manager are authorized to stop the Work whenever deemed necessary in the sole discretion of the Architect or the Construction Manager to insure that the Work is completed in accordance with the Contract Documents.

3.1.2 Architect's Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect will not be required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences. Neither the Architect or the Construction Manager will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the

Contractor's responsibility. Neither the Architect nor Construction Manager will have control over or charge of and be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.1.4 Review of Applications for Payment. In accordance with Article 8 hereof, the Architect and Construction Manager will review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and the amount properly due the Contractor on such Application for Payment.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect will have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall give rise to a duty or responsibility to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.1.6 Submittals.

3.1.6.1 Processing of Submittals Through Construction Manager. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. Submittals shall be transmitted by the Contractor to the Construction Manager for distribution by the Construction Manager to the Architect and the District. Upon completion of the Architect's review of a Submittal, the Construction Manager shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and other affected parties.

3.1.6.2 Architect's Review. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

3.1.6.3 Time for Architect's Review. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit

adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents.

3.1.7 Changes to the Work; Change Orders. The Architect and Construction Manager will prepare Change Orders, and with the written approval of the District, may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.8 Completion. The Architect will conduct observations to determine the date(s) of Substantial Completion and the date(s) of Final Completion, will receive and forward to the District, for the District's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.1.9 Interpretation of Contract Documents; Architect as Initial Arbiter of Disputes. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.1.9, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. If there is any disagreement, dispute or other matter in controversy between the District and the Contractor, in addition to other requirements established by the Contract Documents or by law, the submission of the same to the Architect for its decision shall be a condition precedent to initiation of dispute resolution procedures.

3.1.10 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), it shall be affirmative obligation of the Contractor to timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual

or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform with the standards and time frame set forth in Article 3.1.9 of these General Conditions. The foregoing provisions notwithstanding, in the event that the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect and any other design consultant to the Architect or the District. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

3.1.11 Detail Drawings and Instructions.

3.1.11.1 Architect's Additional Details. In case of ambiguity, conflict, or lack of information, Architect shall furnish additional instructions by means of drawings or otherwise, necessary for proper execution of the Work. All such drawings and instructions shall be consistent with Contract Documents, true developments thereof, and reasonably inferable therefrom. Such additional instructions shall be furnished with reasonable promptness, but not more than fourteen (14) days, provided that Contractor informs Architect and District in writing of the relationship of the requested critical path of the Construction Schedule. Architect will furnish necessary additional details to more fully explain the Work, which details shall be deemed part of the Contract Documents.

3.1.11.2 Contractor Notice of Impacts. If the Contractor believes that detail drawings issued by the Architect reflects a change to the scope of work or additional work beyond that reflected in the Contract Documents or reasonably referable therefrom, the Contractor shall give written notice thereof to Architect and District within five (5) days of the receipt of same. If the Contractor does not give the Architect and District such written notice within five (5) days, the details shall be deemed to be reasonable development of the Work depicted in the Contract Documents without adjustment of the Contract Time or the Contract Price. If notice is given by the Contractor, the Contractor shall set forth in detail the extent of Contract Price or Contract Time adjustments resulting from such details along with the basis upon which the requested Contract Time/Contract Price adjustment is computed. The Architect will review any such notice and request for adjustment of the Contract Time/Contract Price and render the Architect's decision in accordance with the Contract Documents.

3.2 Communications; Role of Construction Manager and Architect. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Architect shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written

communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

3.3 Termination of Architect or Construction Manager; Substitute Architect or Construction Manger. In case of termination of employment of the Architect or the Construction Manager, the District shall appoint a substitute architect or substitute construction manager whose status under the Contract Documents shall be that of the Architect or the Construction Manager, as applicable.

ARTICLE 4: THE CONTRACTOR

4.1 Contractor Review of Contract Documents.

4.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor shall assume full responsibility for such performance and shall bear all attributable costs for correction of the same.

4.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported to the Architect at once.

4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor shall be solely responsible for coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such item of Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly.

4.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

4.2 Site Investigation; Subsurface Conditions.

4.2.1 Contractor Investigation. The Contractor shall be responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may effect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor and materials; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Agreement.

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered.

4.2.3 Subsurface Conditions. If the Work under the Contract Documents involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures.

- 4.3.1 Supervision of the Work.** The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.
- 4.3.2 Responsibility for the Work.** The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 4.3.3 Layouts.** The Contractor is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The Contractor shall be responsible for maintenance and preservation of benchmarks, reference points and stakes for the Work. The cost of maintenance and preservation of benchmarks, reference points and stakes shall be included within the Contract Price. The Contractor shall be solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.
- 4.3.4 Construction Utilities.** The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and to completely perform all of the Contractors' obligations shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.
- 4.3.5 Existing Utilities; Removal, Relocation and Protection.** In accordance with California Government Code §4215, the District shall assume the responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Drawings, Specifications or other Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Drawings, Specifications and other Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the

Contractor encounters utility facilities not identified by the District in the Drawings, Specifications, or other Contract Documents, the Contractor shall immediately notify, in writing, the District, the Project Inspector, the Architect, the Construction Manager and the utility owner. In the event that such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.6 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at required meetings by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (a) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractor, Project Inspector and others performing any part of the Work or services relating to the Work; (b) Submittals; (c) Changes and Change Order processing; (d) employment practices, including Certified Payroll preparation and submission and prevailing wage rate responsibilities of the Contractor and Subcontractors; (e) Progress Schedule development and maintenance; (f) development of Schedule of Values and payment procedures; (g) communication procedures, including the handling of Requests for Information; (h) emergency and safety procedures; (i) Site visitor policies; (j) conduct of Contractor/Subcontractor personnel at the Site; and (k) punchlist/close-out procedures.

4.3.6.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Progress Schedule and Submittals.

4.3.6.3 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.6.4 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or

conference. Unless the Contractor notifies the Architect and the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) dates of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.3.7 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at the Site.

4.3.8 Noise and Dust Control.

4.3.8.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work

around normal college hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.8.3 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, upon notice from the District, Architect, Project Inspector or Construction Manager to the Contractor, the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

4.3.9 Debris Recycling; Contractor Submittal of Debris Recycling Statement. The Contractor and all Subcontractors shall maintain current, complete and accurate records of debris and other waste (collectively "Waste Materials") resulting from performance of the Work. The Contractor shall compile the records of the Contractor and all Subcontractors on a monthly basis. Based on such compilation, the Contractor shall, each month during performance of the Work, complete the form of Debris Recycling Statement (Attachment C to the Special Conditions) for itself and all Subcontractors performing Work at the Site. The Debris Recycling Statement must be executed by the Contractor's Superintendent, Project Manager or other authorized employee; the completed/executed form of Debris Recycling Statement shall be submitted by the Contractor to the District each month during the Work concurrently with the Contractor's submission of its Applications for Progress Payment.

4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Contractor's Superintendent. Contractor shall employ a competent Superintendent who is fluent in spoken and written English along with necessary assistants who shall be in attendance at the Site at all times during the performance of Work at the Site. Before commencing the Work, Contractor shall designate in writing the name, qualifications, experience and references from owners and architects on previous projects for Contractor's

proposed Superintendent who, on approval of District, shall have full authority to represent and act for Contractor. All directions given to the Superintendent shall be as binding as if given to Contractor. A facsimile of the signatures of the authorized representatives of Contractor shall be submitted to Architect and District. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor's Superintendent. The Superintendent shall represent the Contractor and communications given to the Superintendent shall be binding as if given to the Contractor. The Contractor shall dismiss the Superintendent or any of his/her assistants if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement superintendent or assistant. Unless expressly excused by the District, the Contractor's Superintendent shall attend all Project meetings as the Contractor's representative.

4.4.4 Prohibition on Harassment.

4.4.4.1 District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability or veteran status. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.4.2 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.4.

4.4.4.3 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.4.2 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly

or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, the District will promptly undertake an investigation of such notice or complaint. In the event that the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.4.3; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6 Permits, Fees and Notices; Compliance With Laws.

4.6.1 Payment of Permits, Fees. The District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work, except as otherwise provided in the Special Conditions. If permits/approvals are designated in the Special Conditions as the Contractor's responsibility, the Contractor shall obtain such permits/approvals at its sole cost and expense without adjustment of the Contract Price. Fees, costs or other expenses associated with or arising in connection with Deferred Approval Items shall be the responsibility of the Contractor without adjustment of the Contract Price.

4.6.2 Compliance With Laws. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and other orders of public authorities bearing on performance of the Work.

4.6.3 Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, regulations or rules, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to laws, statutes, ordinances, building codes, rules or regulations applicable to the Work without such notice to the Architect and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of

the same.

4.7 Submittals.

4.7.1 Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2 Contractor's Submittals.

4.7.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to deliver Submittals to the Architect in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, any per diem assessments imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform with the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to make timely submission of any Submittal.

4.7.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

4.7.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. Each Submittal shall include the following certification duly executed by the Contractor's Superintendent or Project Manager for the Work:

“The Contractor has reviewed and approved the field dimensions and construction criteria of the attached Submittal. The Contractor has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals.”

4.7.2.4 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. A material obligation of the Contractor is its specific/detailed identification and notation on the transmittal cover-sheet of each submission of Submittals any deviation between the Work as indicated in the Contract Documents and as indicated in the Submittal. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.

4.7.2.5 No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating “No Exception Taken” to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.7.3 Architect Review of Submittals. The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming with the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of

performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents.

4.7.4 Deferred Approval Items. In the event that any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for the preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time.

4.8 Materials and Equipment.

4.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items and the Contractor certifies to the Architect that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified, and must demonstrate to the Architect that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, of the Architect's consultant(s) and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering,

construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3 "Sole Source" Products. If any material, equipment, product or other item is designated in the Contract Documents as a "District Standard" or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.

4.8.4 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor or Sub-Subcontractor.

4.8.5 District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the District or the Architect, fail or refuse, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or

equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.9 Safety.

4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the Architect, Project Inspector, the Construction Manager and District with the Contractor's proposed safety program for the Work for the Construction Manager's review. The Architect, the Construction Manager and the Project Inspector are authorized to enforce the Contractor's obligation to implement the safety program accepted by the Construction Manager.

4.9.2 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

4.9.3 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

4.9.4 Safety Notices. The Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.5 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the

implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Project Inspector and the Architect.

4.9.6 Emergencies; First Aid. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss. The Contractor shall maintain stocked emergency first aid kits at the Site which comply with applicable law, rule or regulation.

4.9.7 Hazardous Materials.

4.9.7.1 General. In the event that the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all laws, rules, ordinances or regulations applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.7.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. In the event that the Contractor shall fail or refuse, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Contractor's Performance Bond Surety.

4.9.7.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively

responsible for the disposal of any Hazardous Materials on or about Site resulting from the Contractor's performance of Work and other activities. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with any and all applicable laws, regulations, orders, procedures or ordinances.

4.10 Maintenance of Documents.

4.10.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

4.10.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then

or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Construction Manager for transmittal of the District.

4.11 Use of Site. The Contractor shall confine operations at the Site to areas permitted by law, ordinances or permits, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor shall be solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

4.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "broom-clean" standard on a daily basis. In the event that the Work of the Contract Documents includes painting and/or the installation of floor covering, prior to commencement of any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. At completion of the Work, the Contractor shall clean the building interior and exterior, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal surfaces, areas where debris, dust and similar items have collected, clean and polish all glass, plumbing fixtures, finish hardware, metal/wood/stone finishes. As directed by the Construction Manager, District or Architect, the Contractor shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work. The Contractor shall provide the DSA, the District, the Construction Manager, the Project Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation and progress and wherever located.

4.14 Information and Facilities/Services for the Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein. The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the District and Construction Manager the facilities, equipment, furnishings and services set forth in the Special Conditions. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Special Conditions, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges. Contractor shall reimburse the District for all costs, including the District's administrative costs, incurred by the District pursuant to the preceding sentence; in lieu of the Contractor's reimbursement and at the sole and exclusive discretion of the District, such costs may be deducted by the District from any

portion of the Contract Price or thereafter due the Contractor.

4.15 Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.

4.16 Cutting and Patching. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. When modifying new Work or when installing Work adjacent to an existing structure/facility, the Contractor shall match, as closely as conditions of the Site and materials will allow, the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.17 Encountering of Hazardous Materials. In the event the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor.

4.18.1 Determination of Prevailing Rates. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor, or

any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.

4.18.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Fifty Dollars (\$50.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than ten dollars (\$10) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than twenty dollars (\$20) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than thirty dollars (\$30) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.4 Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations; (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the

Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the requirements of this Article 4.18.4, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.5 Hours of Work.

4.18.5.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.18.5.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.5.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor shall be responsible for costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

4.18.6 Apprentices.

4.18.6.1 Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

4.18.6.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. The Contractor and Subcontractors shall submit contract award information to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

4.18.6.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an

hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.18.6.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's 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 journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.6.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.18.6.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeship Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. In the event the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.18.7 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractor's license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that Contractor shall employ any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.7 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the

cause of action.

4.20 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District.

4.21 Labor Compliance Program ("LCP"). Pursuant to Labor Code §1771.7, the District has established a Labor Compliance Program. Unless otherwise expressly provided in the Contract Documents, the LCP is applicable to the entirety of the Work. A material obligation of the Contractor awarded the Contract is its strict compliance with all applicable provisions and requirements of the LCP and its strict enforcement of such provisions and requirements on its Subcontractors and others under the direction or control of the Contractor relating to the Work or the Project. A copy of the LCP is available for review and reproduction in the District's administrative office.

4.21.1 Pre-Construction Conference. In addition to the matters included in the scope of the Pre-Conference, as set forth in Article 4.3.6.1 of the General Conditions, the Pre-Construction conference will include a discussion of the subject matters indicated in the Pre-Construction Conference portion of the LCP, including general requirements of the LCP, measures for compliance with, and enforcement of, LCP requirements, and penalties for failure to comply. The Contractor awarded the Contract and each Subcontractor identified by such Contractor in its Subcontractors List submitted with its Bid Proposal. The foregoing notwithstanding, if the District reasonably determines that individuals or entities in addition to the Contractor and its listed Subcontractor are necessary attendees at the Pre-Construction conference, the Contractor is responsible for measures necessary to secure the attendance of such other persons or entities at the Pre-Construction conference.

4.21.2 Maintenance and Weekly Submission of Certified Payroll Records. The Contractor and each of its Subcontractors shall maintain accurate, complete and current payroll records as required by the LCP. During the progress of the Work, until Final Payment is due, the Contractor and its Subcontractors shall maintain and submit Certified Payroll Records on a weekly basis. No later than the 5:00 P.M. on each Monday during the Work, the Contractor shall submit to the Construction Manager Certified Payroll Records for the Contractor and its Subcontractors for all persons providing or performing any Work in the immediately preceding week. The Certified Payroll Records maintained and submitted hereunder shall be in strict conformity with requirements established in the LCP. A material obligation of the Contractor under the Contract Documents is the Contractor's and its Subcontractor's strict compliance with requirements of the LCP relating to maintenance and submission of Certified Payroll Records. The Contractor's submittal of weekly Certified Payroll Records in strict conformity with requirements of the LCP is an express condition precedent to the District's obligation to disburse any Progress Payment to the Contractor and the Contractor's entitlement to receipt of any Progress Payment.

4.21.3 District Audit of Certified Payroll Records. Pursuant to the LCP, the District shall, as appropriate or necessary conduct audits of Certified Payroll Records. If upon conducting such audits, the District determines that the Contractor or its Subcontractors have committed violations of the LCP, the Contractor and/or its Subcontractors shall be subject to all penalties, assessments and other remedies set forth in the LCP or by operation of law for

such violations.

4.21.4 Contractor's Rights Upon Determination of Violation. If upon audit of Certified Payroll Records, the District determines that the Contractor has violated, or failed to comply with, applicable provisions of the LCP, the Contractor shall be subject to the penalties, assessments and other remedies set forth in the LCP for the Contractor's violation of, or failure to comply with, the LCP. To the extent applicable, the Contractor shall be entitled to contest or appeal such determination, as set forth in the LCP, provided that the Contractor strict complies with all applicable provisions of applicable law and the LCP relating to the initiation and completion of proceeding to contest or appeal a determination that the Contractor has committed a violation of, is has failed to comply with, the LCP.

4.21.5 LCP Not Exclusive. The LCP is not the exclusive source of Contractor's obligations relating to the payment of prevailing wages and compliance with apprenticeship standards. A material obligation of the Contractor under the Contract Documents is the Contractor's compliance with all applicable laws, codes, regulations, rules and orders relating to the employment of labor, working conditions, and payments to laborers for Work performed or provided by laborers.

4.22 State Audit. Pursuant to and in accordance with the provisions of Government Code §8546.7, or any amendments thereto, all books, records and files of the District, the Contractor, or any Subcontractor relating to the Work or the performance of work involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000), including, but not limited to, the administration thereof, shall be subject to the examination and audit by the State Auditor of the State of California, at the request of District or as part of any audit of District, for a period of three (3) years after Final Payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records and files for the audit period. Upon request of the District, the Contractor shall make all such books, records or files available for review, inspection and/or reproduction.

ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and the termination provisions of Article 15, and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District, the Project Inspector, DSA, the Construction Manager and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The

Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

5.2 Substitution of Listed Subcontractor.

5.2.1 Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorneys fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.2.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. In the event of the District's consent to the substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor. In the event that the Architect determines that revised or additional Submittals are required of the newly substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.2.2 shall conform with the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Construction Manager, Architect and/or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.2.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.2.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.3 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (a) coordinate its Work with the dependent Work; (b) provide necessary dependent data and requirements; (c) supply and/or install items to built into the dependent Work of others; (d) make appropriate provisions for dependent Work of others; (e) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications)

and Submittals relating to the dependent Work; and (f) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

5.4 Subcontractors' Compliance With LCP. As applicable, each Subcontractor performing Work shall comply with the LCP. A material obligation of the Contractor is its enforcement of Subcontractor obligations relating to the LCP; failure of the Contractor to strictly enforce such Subcontractor obligations is a material obligation of the Contractor under the Contract Documents.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

6.2 Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; and (vi) Completed Operations.

6.3 Builder's Risk "All-Risk" Insurance. The Contractor shall obtain Builders Risk insurance covering the full insurable value of the Work from risks of loss, damage or destruction of Work in progress or in place at the Site prior to Final Acceptance including without limitation coverage for losses resulting from the perils of fire, malicious mischief, vandalism, and collapse. The Builder's Risk Insurance Policy shall include coverage for seismic risks if so indicated in the Special Conditions.

6.4 Insurance Policy Requirements. Each policy of insurance required by the Contract Documents shall confirm the following requirements.

6.4.1 Minimum Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

6.4.2 Required Qualifications of Insurers. The Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability, Property/Casualty or Builder Risk is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

6.5 Evidence of Insurance; Subcontractor's Insurance.

6.5.1 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District, the Architect and the Construction Manager as additional insureds as their interests may appear. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, of any tier, performing or providing any portion of the Work obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform with the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.6 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

6.7 Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.8 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the Project Inspector); (ii) the Architect and its consultants for the Work and their respective agents and employees; and (iii) the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys fees and costs which arise, in whole or in part, from the

Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. The obligations of the Contractor, as set forth in (v) above shall include, without limitation losses, costs, expenses, damages and other claims asserted by any other Contractor to the District in connection with the Work or in connection with a work of improvement related to or affected by the Work. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are subject to, or bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

6.9 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.9 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; (ii) A.M. Best rated A- or better; and (iii) A.M. Best Financial Size Category VII or better. The Contractor's delivery of Bonds issued by a Surety who does not meet or exceed each of the criteria set forth above will be rejected.

ARTICLE 7: CONTRACT TIME

7.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the

Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.

7.2 Progress and Completion of the Work.

7.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

7.2.2 Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, the Construction Manager and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, the Construction Manager and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After Substantial Completion.

7.2.3.1 Punchlist. Upon achieving Substantial Completion of the Work, the District, The Project Inspector, the Construction Manager, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 Time for Completing Punchlist Items. In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1, the Construction Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractors' completion of all Punchlist items. If mutual agreement is not reached for the Contractor's completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. In the event that the Contractor shall fail or refuse, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to District

for any such excess costs

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, the performance of all correction or completion items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. In the event the Contractor shall request determination of Substantial Completion or Final Completion by the Project Inspector and the Architect and it is determined by the Project Inspector and the Architect that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such reinspection, including without limitation, the fees of the Architect and the salary of the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents shall be deemed to be the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

7.3 Construction Schedule.

7.3.1 Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Construction Manager and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared utilizing the then most recent edition of Primavera Suretrak or Microsoft Project; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction

Schedules required under this Article 7.3 incorporate therein any “float” time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, “float time” shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.2 Review of Preliminary Construction Schedule. The District, the Construction Manager and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Progress Schedule and any comments thereto by the District, the Construction Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Construction Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Architect and the Project Manger the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Construction Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the “Approved Construction Schedule.” The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration

which may be depicted in the Approved Construction Schedule.

7.3.4 Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the Architect and the Construction Manager a revised Approved Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

7.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Construction Manager and the Architect with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Architect and the Construction Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. The Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.6 Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Construction Schedules.

7.3.7 Intentionally Left Blank

7.3.8 Three (3) Week Look-Ahead Schedule; One (1) Week As Built Schedule. A combined three (3) week Look-Ahead Schedule for the three (3) week period immediately following each weekly Progress Meeting with a one (1) week As-Built Schedule for the previous week shall be prepared by the Contractor and submitted by the Contractor to the Construction Manager for review and approval at each weekly Progress Meeting. The Contractor's preparation and submittal of the Three (3) Week Look-Ahead Schedule; One (1) Week As Built Schedule described above are material obligations of the Contractor; failure or refusal of the Contractor to strictly comply with the foregoing shall be a basis for the District's exercise of the default termination procedures set forth in the Contract Documents.

7.3.9 Unanticipated Unusually Severe Weather Conditions. The Baseline Construction Schedule and all subsequent Construction Schedule Updates shall incorporate a critical path activity entitled "Remaining Inclement Weather Days" which shall be the last activity in each Construction Schedule prior to the activity entitled "Final Completion". The sole successor to "Remaining Inclement Weather Days" (with zero lag) shall be "Final Completion" and the sole predecessor (with zero lag) shall be "Punchlist". The Contractor shall apply in writing to the District to use an Inclement Weather Day only when a critical path activity on the then current Updated Construction Schedule has been delayed because of inclement weather conditions. The duration of the "Remaining Inclement Weather Days" activity shall be reduced by the number of approved work days of actual weather caused delay and be included in the monthly schedule updates. The "Remaining Inclement Weather Days" activity shall have an initial duration as set forth in the Special Conditions, Paragraph 4.3. If, at Final Completion, there are inclement weather days remaining, the unused days shall be considered "float" as defined by Paragraph 7.3.1 of the General Conditions. If, additional inclement weather days are required, the District shall adjust the Substantial Completion date accordingly.

7.4 Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the Approved

Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the critical path of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract

Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

7.4.4 Adjustment of Contract Time.

7.4.4.1 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

7.4.4.2 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated

Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

7.6 District Right to Take-Over Work. Unless caused by the District, Architect, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after twenty-four (24) hour advance written notice from the Construction Manager to the Contractor of its failure or refusal, the District may thereafter furnish or cause to be furnished such materials, labor, equipment or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the District in furnishing such materials, labor, equipment or services shall be at the sole cost of the Contractor and the District may deduct the same from the Contract Price then or thereafter due the Contractor. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

ARTICLE 8: CONTRACT PRICE

8.1 Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to review and approval by the Construction Manager and District of the form and content thereof. In the event that the District shall reasonably object to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's and the Construction Manager's written objection(s), Contractor shall submit a revised Cost Breakdown to the District and the Construction Manager for review and acceptance. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District and the Construction Manager have approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is accepted by the District and the Construction Manager, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District and the Construction Manager, which may be granted or withheld in their sole reasonable discretion.

8.3 Progress Payments.

8.3.1 Applications for Progress Payments. During the Contractor's performance of the

Work, the Contractor shall submit monthly, on the first working day of each month, to the Project Inspector, Construction Manager and the Architect, Applications for Progress Payments, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above and such values shall be only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 Initial Progress Payment Meeting. Prior to submitting any Application for Progress Payment and for the purpose of expediting review of Application for Progress Payments and disbursement of Progress Payments, Contractor agrees to meet with the Project Inspector, Construction Manager and Architect to review and discuss each of the Contractor's Proposed Applications for Progress Payment. If any item submitted for payment is disputed during this review, Contractor agrees to use its best efforts to resolve the disputed items with Project Inspector, Construction Manager and Architect before formally submitting the Application for Progress Payment to Architect. Architect and District specifically reserve the right to dispute any item included in Contractor's Application for Progress Payment, regardless of whether an item was identified as disputed in the initial review process provided for herein.

8.3.3 District's Review of Applications for Progress Payments. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) a Certification, executed under penalty of perjury by the Contractor's Superintendent and/or Project Manager, that all weekly Certified Payroll Records for the Contractor and all Subcontractors required to submit weekly Certified Payroll Records under the LCP for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with the LCP; (ii) Certified Payrolls of the any Subcontractors, of any tier, (who are not required under the LCP to submit Certified Payroll Records on weekly basis) for laborers performing any portion of the Work for which a Progress Payment is requested; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §3262 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (v) an updated Construction Schedule in accordance with Article 7.3.5 of the General Conditions and applicable provisions of the Specifications relating to the Contractor's updates to the Construction Schedule; (vi) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for

which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect, Project Inspector or the Construction Manager prior to disbursement of the Progress Payment; and (vii) completed/executed form of Debris Recycling Statement. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.4 Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect, Construction Manager and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment which is properly due to the Contractor under the terms of the Contract Documents.

8.3.5 District's Disbursement of Progress Payments

8.3.5.1 Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, there shall be paid, by District, to Contractor a sum equal to ninety percent (90%) of the value of the Work indicated in the Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the Project Inspector and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.5.2 Untimely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing

notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.2 above, and the District does not return such Application for Progress Payment within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Application for Progress Payment without incurring the interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.5.3 District's Right to Disburse Progress Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.5.4 No Waiver of Defective or Non-Conforming Work. The approval of any Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

8.3.6 Progress Payments for Changed Work. The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.7 Materials or Equipment Not Incorporated Into the Work.

8.3.7.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

8.3.7.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a an Application for Progress Payment incorporating therein a request for payment of such materials or equipment if all of the following are complied with: (a) the materials or equipment have been delivered to the Site; (b) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if such coverage is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (c) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the site of the Work pursuant to the preceding

sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (b) and (c) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.7.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (a) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage if coverage for the same is not afforded under the policy of Builder's Risk insurance obtained by the District pursuant to the Contract Documents; and (b) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. In the event that the District shall elect to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (a) and (b) of this Article 8.3.6.3 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.7.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.6 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site or other storage location.

8.3.8 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Application for Progress Payment shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor, of any tier, or Material Supplier because of a dispute or any other reason.

8.3.9 Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has

received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.10 Substitute Security for Retention. In accordance with the provisions of California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District prior to the Contractor's submission of its first Application for Progress Payment shall be deemed a waiver of such right.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect and the Project Inspector will promptly make a final inspection of the Work and when the Architect and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §3262, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the

Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute.

8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, of any tier, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor who further agrees to indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys fees incurred by the District in connection therewith. In the event any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remain unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys fees incurred by District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors or Material Suppliers for materials or labor; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §3179 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; (viii) violations of the LCP or other obligations of the Contractor or any Subcontractor relating to the employment of labor in connection with the Work (including without limitation, delinquent submission of weekly Certified Payroll Records or the submission of inadequate weekly Certified Payroll Records; or (ix) the Contractor's failure to perform any of its

obligations under the Contract Documents or its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. In lieu of making payment of withheld amounts to the Contractor, the District may, in its sole exclusive discretion, apply withheld amounts to the payment and satisfactions of debts and obligations of the Contractor relating to the Work. In doing, the District shall be an agent of the Contractor for the sole and limited purpose of making payment(s) to others for the Work on behalf of the Contractor; payments made by the District pursuant to the foregoing shall be deemed payments to the Contractor and the Contract Price shall be adjusted to reflect such payment(s). The District shall not be liable to the Contractor or others for its good faith decision to make or not make payment(s) of amounts withheld from the Contractor pursuant to the foregoing. If the District elects to make payments to other of amounts withheld from the Contractor, the District may do so without prior judicial determination; the District will render the Contractor a complete and accurate accounting of amounts withheld and paid to others on behalf of the Contractor.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. In the event of the Contractor's failure to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at Five Hundred Thousand Dollars (\$500,000) or greater shall maintain a computerized job cost reporting system conforming with the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (a) providing overall cost status on a monthly and cumulative basis; (b) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of

completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (c) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District or the Construction Manager, the Contractor and applicable Subcontractors shall make available written job cost reports and provide the District and the Construction Manager with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorized issued pursuant to the preceding sentence; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 shall not be deemed a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by state or federal statutes and regulations enacted after award of the Contract.

9.2 Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District, the Project Inspector or the Architect which in the opinion of the Contractor causes any change to the scope of the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the order, direction, instruction, interpretation or determination giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination shall be deemed Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination

that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.3 Contractor Submittal of Data. Within ten (10) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, the Project Inspector, the Construction Manager and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.4 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.4.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:

9.4.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.4.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.4.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.4.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, the Architect and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Architect and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to

thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.4.1.2, Contractor shall, pursuant to Article 9.7 below, diligently proceed to perform and complete any such Change.

9.4.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1.1 or 9.4.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.4.1.3.1 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Change. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

9.4.1.3.2 Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

9.4.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is

not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.4.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.4.1.3.5 Contractor Maintenance of Records. In the event that Contractor shall be directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter conditions which the Contractor, pursuant to Article 9.6, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. In the event that more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. In the event that any Subcontractor, of any tier, shall provide or perform any portion of any Change to the Work, Contractor shall require that each such Subcontractor maintain records

in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that Contractor shall fail or refuse, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined pursuant to this Article, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.4.2 Adjustment to Contract Time. In the event of any Change(s) to the Work pursuant to this Article 9, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

9.4.3 Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.

9.5 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for

execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.5, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order. Change Orders shall be issued on the form of Change Order and the content thereof, as attached to the Special Conditions.

9.6 Contractor Notice of Changes. If the Contractor should claim that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.6, any such adjustment shall be determined in accordance with the provisions of Articles 9.4.1 and 9.4.2.

9.7 Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work may be deemed to be Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.8 Emergencies. In an emergency affecting the safety of life, or of the Work, or of property, the

Contractor, without special instruction or prior authorization from the District or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

9.9 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Construction Manager or the Project Inspector may direct the Contractor to perform Changes provided that each such Change does not result in an increase of more than \$500.00 to the Contract Price and no adjustment of the Contract Time. The Contractor shall carry out such orders promptly.

9.10 Unauthorized Changes. Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, the Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.6 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

10.1 District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility. The Contractor shall afford the District and separate contractors reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor

shall, prior to proceeding with that portion of the Work, promptly report to the Architect and the Project Inspector any apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Contractor's Notice. If the Contract Documents, laws, ordinances or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. In the event that any portion of the Work subject to tests, inspection or approval shall be covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections. Except as set forth below, the District will pay for fees, costs and expenses to complete the initial tests/inspections of portions of the Work as required by law, code or regulation, provided that such tests/inspections are conducted and completed at a location within a one hundred (100) mile radius of the Site. The foregoing notwithstanding, if the portion(s) of the Work subject to tests/inspections is/are not ready for such test/inspection at the time indicated in the Contractor's notice under Article 11.1.1 or if upon completion of such test/inspection, the portion(s) of the Work subject to such test/inspection do not meet or exceed the minimum requirements of such test/inspection, the Contractor shall be solely responsible for the payment of all fees, costs or expenses arising out of or related in any manner to subsequent tests/inspections of such portion(s) of the Work. Notwithstanding the District's payment of fees, costs or expenses for conducting initial tests/inspections, if any actions or failures to act of the Contractor or person or entity providing or performing Work under the direction or control of the Contractor require tests/inspections to be conducted over a period of more than eight (8) hours per day by any single person or on weekends/holidays, the Contractor shall be solely responsible for the payment of fees, costs or expenses which result from test/inspection services which exceed eight (8) hours per day by any single person or on weekends/holidays. If any tests/inspections are conducted outside a one hundred (100) mile radius of the Site, the Contractor shall be solely responsible for all costs, fees or expenses to conduct and complete such tests/inspections conducted at such location, including without limitation, costs to complete such tests/inspections and travel, meal and related expenses.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s) or

testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by applicable law, rule or regulation, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by applicable law, rule or regulation. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Construction Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Construction Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the Architect's services or its consultants in connection therewith.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager.

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work. Neither the Contract Time nor Contract Price shall be adjusted on account of the failure of the Contractor to timely arrange for the conduct of required tests/inspections and the Contractor shall be liable to the District for all consequences of such failures, including without limitation, the assessment of Liquidated Damages for delayed Substantial Completion of the Work resulting from such failure of the Contractor.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the

Architect, the Construction Manager and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform with the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the Construction Manager, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect, Construction Manager and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which is defective or not in conformity with the Contract Documents may be rejected by the District, the Construction Manager the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the defective or non-conforming Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, the Construction Manager, the Architect or the Project Inspector for failing to conform to the requirements of the Contract Documents, or which is determined by them to be defective, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents, or which is defective.

12.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.

12.6 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct defective or non-conforming Work within 3 days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such defective or non-conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorneys fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or

thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall promptly pay the difference to the District.

12.7 Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Work which is defective or which is not in accordance with the requirements of the Contract Documents, instead of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable.

ARTICLE 13: WARRANTIES

13.1 Workmanship and Materials. The Contractor warrants to the District that all materials and equipment furnished under the Contract Documents shall be new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents. All Work shall be of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item.

13.2 Warranty Work. If, within two years after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. In the event that Contractor shall fail or refuse to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. The obligations of the Contractor hereunder shall be in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by law. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

13.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District

the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.

13.4 Survival of Warranties. The provisions of this Article 13 shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

ARTICLE 14: SUSPENSION OF WORK

14.1 District's Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

14.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15: TERMINATION

15.1 Termination for Cause.

15.1.1 District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within 10 days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards laws, ordinances, rules, codes, regulations, orders applicable to the Work or similar requirements of any public entity having jurisdiction over the Work; (vi) if the Contractor disregards proper directives of the Architect, the Project Inspector or District under the Contract Documents; (vii) if the Contractor performs Work

which deviates from the Contract Documents and neglects or refuses to correct such Work; or (viii) if the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or at law.

15.1.2 District's Rights Upon Termination. In the event that the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on the site of the Work, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment stored at the site of the Work or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest figure for completion of the Work. In the event that the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3 Completion by the Surety. In the event that the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and/or the Surety shall pay the difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work over and beyond the Contract Price.

15.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by law or otherwise under the Contract Documents. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

ARTICLE 16: MISCELLANEOUS

16.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

16.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

- 16.4 Cumulative Rights and Remedies; No Waiver.** Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 16.5 Severability.** In the event any provision of the Contract Documents shall be deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
- 16.6 No Assignment by Contractor.** The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.
- 16.7 Gender and Number.** Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.
- 16.8 Independent Contractor Status.** In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the Contractor or any Subcontractors, employees of the Contractor or Subcontractors or their respective agents and representatives. Neither the Contractor, Subcontractors nor any employees of the Contractor or Subcontractors are entitled to any rights or privileges of District employees.
- 16.9 Notices.** Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.10 Disputes; Continuation of Work.** Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.11 Dispute Resolution; Arbitration.

16.11.1 Claims Under \$375,000.00. Claims between the District and the Contractor of \$375,000.00 or less shall be resolved in accordance with the procedures established in Part 3, Chapter 1, Article 1.5 of the California Public Contract Code, §§20104 et seq.; provided however that California Public Contract Code §20104.2(a) shall not supersede the requirements of the Contract Documents with respect to the Contractor's notification to the District of such claim or extend the time for the giving of such notice as provided in the Contract Documents. The term "claims" as used herein shall be as defined in California Public Contract Code §20104(b)(2).

16.11.2 Arbitration. Except as provided in Article 16.11.1, any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by arbitration conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the AAA closest to the Site. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor and shall be supported by law and substantial evidence pursuant to California Code of Civil Procedure §1296. Any written arbitration award that does not include findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296 and Rule R-43 of the AAA Construction Industry Arbitration Rules shall be invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the award if, after review of the award, the Court determines either that the award is not supported by substantial evidence or that it is based on an error of law. The award rendered by the Arbitrator(s) shall be final and binding upon the District and the Contractor. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. In the event more than one Demand for Arbitration is made by either the District or the Contractor, all such controversies shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s). The expenses and fees of the Arbitrator(s) shall be divided equally among the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other cost and expense incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be the

Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

- 16.11.3 Inapplicability to Bid Bond.** The provisions of this Article 16.11 shall not be applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond; all claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.
- 16.12 Capitalized Terms.** Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.
- 16.13 Attorneys Fees.** Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.
- 16.14 Waiver of Special/Consequential Damages.** Notwithstanding any right conferred by law or arising by operation of law, by executing the Agreement, the Contractor expressly waives and relinquishes any and all right or entitlement to assert or recover any damages, losses or liabilities from the District which are in the nature of special or consequential damages, losses or liabilities arising out of or related in any manner to the District's breach or default of its obligations under the Contract Documents.
- 16.15 Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 16.16 Days.** Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.
- 16.17 Prohibited Interests.** No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.
- 16.18 Entire Agreement.** The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

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SPECIAL CONDITIONS

Application of Special Conditions. These Special Conditions for a part of the Contract Documents for the Work generally described as: Chabot College Pool Revitalization

1. Drawings and Specifications. The number of sets of the Drawings and Specifications which the District will provide to the Contractor, pursuant to Article 2.1.3 of the General Conditions is Ten (10) Additional sets of the Drawings and Specifications may be obtained by the Contractor from the District at the cost of reproduction.

2. Insurance.

2.1 Insurance Requirements for Contractor. Minimum coverage amounts for each policy of insurance required of the Contractor shall be as follows:

Workers Compensation Insurance	In accordance with applicable law
Employers Liability Insurance	\$1,000,000
Commercial General Liability Insurance (including coverage for bodily injury, death, property damage and motor vehicle liability)	
Per Occurrence	\$2,000,000
Aggregate	\$4,000,000
 Builder’s Risk	 Full value of the Work; seismic coverage is not required

2.2 Insurance Requirements for Subcontractors. Minimum coverage amounts for each policy of insurance to be obtained and maintained by each Subcontractor to the Contractor shall be as follows:

Workers Compensation Insurance	In accordance with applicable law
Employers Liability Insurance	\$1,000,000
Commercial General Liability Insurance (including coverage for bodily injury, death, property damage and motor vehicle liability)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

3. Contract Time; Liquidated Damages.

3.1 Contract Time. The Contract Time for the Contractor’s Substantial Completion of the Work is Seventy (70) calendar days after the date for commencement of the Work as set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor.

3.2 Liquidated Damages.

3.2.1 Delayed Substantial Completion. If the Contractor fails to achieve Substantial

Completion of the Work within the Contract Time, including adjustments thereto in accordance with the Contract Documents, the Contractor shall be subject to assessment of Liquidated Damages in the amount of **One Thousand Dollars (\$1,000.00)** per day from the scheduled date of Substantial Completion until Substantial Completion is achieved.

3.2.2 Delayed Completion of Punchlist Items. If the Contractor fails to complete all Punchlist Items noted upon Substantial Completion within the time established for completion of all Punchlist Items, the Contractor shall be subject to assessment of Liquidated Damages in the amount of **One Hundred Fifty Dollars (\$1,000.00)** per day from the scheduled date of completion until all Punchlist Items are completed.

3.2.3 District Withhold of Liquidated Damages; Performance Bond Surety. If the Contractor is subject to assessment of Liquidated Damages for delayed Substantial Completion and/or delay completion of Punchlist Items, the District may withhold such assessments from the Contractor Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contractor Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for such amounts.

- 4. Delays due to Unanticipated, Unusually Severe Weather Conditions.** Delays due to adverse weather conditions will only be granted to the extent they exceed the “normal” anticipated Inclement Weather Days set forth herein. A weather delay day shall be granted for each calendar day the Contractor can document adverse weather caused critical path delays in excess of (20) calendar days. This is the number to be used in the schedules under the activity entitled “Remaining Inclement Weather Days.” See General Conditions Paragraph 7.3.9 for further information and notice requirements document “Inclement Weather Days.”
- 5. Facilities/Services for Project Inspector.** Pursuant to Article 4.14 of the General Conditions, during the Work, the Contractor shall provide/furnish the following facilities/services or other items for use by the Project Inspector: NONE
- 6. District Provided Temporary Utilities.** Pursuant to Article 4.3.4 of the General Conditions, during the Contractor’s performance of the Work, the District will provide utility services and a point of connection for electrical power and domestic potable water. The connection and placement, relocation and removal of temporary distributions of the electrical power and domestic potable water utility service provided by the District will be by the Contractor at its cost and expense without adjustment of the Contract Price. The Contractor may use the temporary electrical power and domestic potable water service furnished by the District provided that: (a) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (b) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District’s non-payment of undisputed utility charges.
- 7. Mark-Ups on Changes to the Work.** In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Twelve Percent (12%). In

addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

8. **Form and Content of Change Orders.** In accordance with the provisions of Article 9.5 of the General Conditions, if the District approves of a Change Order, the Change Order issued by the District and executed by the District, Architect and Contractor shall be in the form and content as set forth in Attachment A to these Special Conditions.
9. **Asbestos and Other Hazardous Materials Certification.** Upon completion of the Work and as an additional express condition precedent to the District's obligation to disburse the Final Payment to the Contractor, the Contractor's duly authorized representative shall deliver to the District the completed and executed form of Asbestos and Other Hazardous Materials Certification included as Attachment B to the Special Conditions; the signature of the Contractor's representative shall be notarized by a California Notary Public.
10. **Debris Recycling Statement.** The District's form of Debris Recycling Statement is attached to these Special Conditions as Attachment C. The Contractor shall complete, execute and submit the Debris Recycling Statement in accordance with applicable provisions of the General Conditions.
11. **Additional Definitions.** In addition to terms defined elsewhere in the Contract Documents, the following terms used in the Contract Documents are defined as set forth herein.
 - 11.1 Owner. Unless otherwise expressly provided, references to the "Owner" shall be deemed references to the District, as that term is defined in the Contract Documents.
 - 11.2 Inspector; Inspector of Record; IOR; Owner's Inspector. Unless otherwise expressly provided, references to Inspector, Inspector of Record, IOR or Owner's Inspector shall be deemed references to the District Inspector as that term is defined in the Contract Documents.
 - 11.3 Contract Sum. Unless otherwise expressly provided, the terms "Contract Price" and "Contract Sum" are synonymous.
 - 11.4 Campus. Unless otherwise expressly provided, the term "Campus" shall be deemed to refer to **Chabot College**.

**CHANGE ORDER FORM
(ATTACHMENT A TO SPECIAL CONDITIONS)**

Project: _____
Date: _____

Change Order #: _____
Contract #: _____

Contractor: _____

Pursuant to the General Conditions, this Change Order Form shall be used for all Change Orders associated with the Work. No additions or deletions to this form shall be allowed, except with permission of the District.

You are hereby directed to provide the extra work necessary to comply with this Change Order.

DESCRIPTION OF CHANGE:

Contractor accepts the terms and conditions stated as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above described changes in accordance with the terms set forth herein and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents. The adjustment of the Contract Price and the Contract Time for the changes noted in this Change Order (the "Changes") represents the full and complete adjustment of the Contract Time and the Contract Price due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative overhead costs (including without limitation, home office, field office and Site general conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences, or hindrances in providing and completing the Changes. Contractor waives all rights, including without limitation those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of the Changes set forth in this Change Order or the Contractor's performance and completion of the Changes.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONTRACTOR

The original Contract Sum was \$ _____
Net change by previously authorized Change Orders \$ _____
The Contract Sum prior to this Change Order was. \$ _____
The Contract Sum will be changed by this Change Order in the amount of. \$ _____
The adjusted Contract Sum including this Change Order will be. \$ _____
The Contract Time will be (increased) (decreased) (unchanged) by. (_____) Days
The date of Substantial Completion as of the date of this Change Order therefore is: . . . _____ / _____ / _____

ARCHITECT

By: _____
Date: _____

CONTRACTOR

By: _____
Date: _____

OWNER
CHABOT-LAS POSITAS COMMUNITY
COLLEGE DISTRICT
7600 Dublin Boulevard, 3rd Floor
Dublin, California 94568

By: _____
Date: _____

**ASBESTOS AND OTHER HAZARDOUS MATERIALS CERTIFICATION
(ATTACHMENT B TO SPECIAL CONDITIONS)**

This Asbestos and Other Hazardous Materials Certification form is part of the Contract made by and between the CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT and _____ (“Contractor”) for the work of improvement commonly referred to as Chabot College Pool Revitalization (hereinafter referred to as the “Project”).

To the best of my knowledge, information and belief, in completing the Work of the Project, no materials, equipment or other items furnished, installed or incorporated into the Project contains, or in itself be composed of, any asbestos, polychlorinated biphenyl (PCB), any material listed by the federal or state EPA or federal or state health agencies as a hazardous material, or defined as being hazardous under federal or state laws, rules or regulations.

The undersigned is duly authorized to complete, execute and submit this Asbestos and Other Hazardous Materials Certification on behalf of the Contractor. The undersigned has personal knowledge of the substantive representations set forth hereinabove or has made appropriate diligent inquiry to ascertain that the substantive representations set forth hereinabove are complete, true and accurate and do not omit material facts rendering such representations to be false or misleading.

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

Executed on this _____ day of _____, 20__ at _____.
(City and State)

Name of Contractor (Print or Type)

By:

Signature

Print Name

Title

Subscribed and sworn before me
this _____ day of _____, 200__

Notary Public in and for the State of California

My Commission Expires:

Chabot – Las Positas Community College District
Construction & Demolition
DEBRIS RECYCLING STATEMENT

Project Name / Location: _____	
_____ Demolition	Construction
Contractor Name: _____ Contact	
Name: _____	Phone: _____ Fax: _____ Anticipated
Start Date: _____	Anticipated Completion Date: _____ Statement
Date: _____	
For the period between: _____ / _____ and _____ / _____	
Month	Year

Please indicate estimated quantities by matter, the proposed processing method and the vendor selected. Weight tag required as verification.

Material	Estimated Amount (Tons or Yards)			Vendor or Facility Selected
	Recycled	Salvaged	Landfilled	
Asphalt				
Concrete				
Brick/Masonry Tile				
Corrugated Cardboard				
Dirt/Clean Full				
Drywall				
Padding – Carpet Foam				
Building Materials (doors, windows, cabinets, fixtures)				
Scrap Metals				
Mixed Recyclable Debris				
Other				
Un-painted wood/Pallets				
Green Waste/Yard Waste				
Garbage – Painted Wood- Trash				

If no materials are targeted for recycling, reuse or salvage, please state why: _____

The undersigned certifies that she/he is authorized to execute this Debris Recycling Statement on behalf of the above-identified Contractor. The undersigned further certifies that she/he has personal knowledge of the foregoing, or has made reasonable inquiry to ascertain, that the foregoing is true, complete and correct.

Submitted by: _____ Date: _____

GUARANTEE

District : CHABOT-LAS POSITAS COMMUNITY COLLEGE DISTRICT
Project : Chabot College Pool Revitalization Project

Contractor Name: _____

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above-referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) year from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Dated: _____

By: _____
(Signature)

(Typewritten or handwritten name)

(Title)



Chabot-Las Positas Community College District

Measure A Bond Program

CONTRACT REQUIREMENTS

DIVISION 1 GENERAL REQUIREMENTS

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PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes a summary of work, including:
 - 1. Work covered by Contract Documents
 - 2. Bid items, Allowances, and Alternates
 - 3. Work under other contracts
 - 4. Future work
 - 5. Work sequence
 - 6. Cooperation of contractor and coordination with other work
 - 7. Maintenance
 - 8. Occupancy requirements
 - 9. Reference Standards
 - 10. Products ordered in advance
 - 11. CLPCCD furnished products

1.02 WORK COVERED BY CONTRACT DOCUMENTS

- A. The project scope of work involves the replacement of (1) competition swimming pool plaster shell with new plaster, new ceramic tiles, and new equipment; concrete deck repair; and installation of cementitious epoxy topping on existing concrete deck. The contractor shall examine the gunite shell and notify the College Representative of record if any cracks or rust spots are found.
- B. The work shall include all work shown and specified except for work indicated “N.I.C” or “Not in Contract.”
- C. During construction, all buildings will remain in service and be occupied during regular campus hours as this campus will remain active throughout the entire project. The contractor may perform work during “off-hours” to avoid interfering with campus activities. No work is to take place in any classrooms while they are in use.
- D. The Contractor must maintain access to the existing buildings at all times during the project. The contractor is to provide secure fencing and/or barricades to keep the general public from entering exterior work areas. Fencing is required to have a privacy screen. Regular work hours for this project shall be from 7am-5pm Monday through Friday. While work can take place in unoccupied rooms during the day, many classrooms remain in use until 10:00 p.m.
- E. Unless provided otherwise in the Contract Documents, all risk of loss of Work covered by the Contract Documents shall rest with the Contractor until Final Completion and Acceptance of the Work.

1.03 BID ITEMS

- A. Base Bid- Furnish and install all work shown on Drawings and described in Specifications and all other Contract Documents, for a complete and operational product.
- B. Allowance- the College’s non-specified allowance is as noted in Paragraph 1.1 of the Bid Proposal.

1.04 WORK UNDER OTHER CONTRACTS

Not Applicable

1.05 FUTURE WORK

CLPCCD plans to replace entirely the pool perimeter fence located between the lower pool deck and the upper walkway deck with new 5-foot high ornamental fencing.

1.06 WORK SEQUENCE

- A. The contractor shall coordinate their work with the Construction Manager. Work will be performed on an active college campus. Campus buildings are generally in use from 7:30AM to 10:00PM Monday through Friday. Contractor shall presume interior work in classrooms must be performed at times other than when a campus building is in use. Exterior work can occur during normal working hours.

1.07 COOPERATION OF CONTRACTOR AND COORDINATION WITH OTHER WORK.

- A. Should construction work, or work of any other nature, be underway by other forces or by other contractors within or adjacent to the limits of the Work at the time the Work was advertised for bids, the Contractor shall cooperate with all such other contractors or forces to the end that any delay or hindrance to their work will be avoided. The cost of such cooperation will be considered as included in the prices bid and no direct or

additional payment will be made therefore. Contractor shall coordinate with such other contractors and forces as required by General Conditions.

- B. CLPCCD reserves the right to perform other or additional work, within or adjacent to the limits of the work specified, at any time by the use of other forces. Contractor shall coordinate with CLPCCD and any CLPCCD forces, or other forces, engaged by CLPCCD, as required by General Conditions. If the performance of such other or additional work materially increases or decreases Contractor's costs, the work and the amount to be paid therefore will be appropriately adjusted as determined by the Construction Manager.
- C. Limit the use of the Site for Work and construction operations to allow for:
 - a. CLPCCD operation
 - b. Work by other contractors and tenants
- D. Coordinate use of the Site and access to the site with other contractors, utilities, and CLPCCD forces, as required by General Conditions. Construction Manager has final authority over coordination, use of the Site, and access to site.
- E. Cooperate with CLPCCD and others who may occupy and begin work on-site and inside building before completion of Work of this Contract.
- F. Cooperate with contractors for other area work, not included in Contract, but which may take place during the construction period.

1.08 MAINTENANCE

- A. Cost of maintenance of systems and equipment before Final Acceptance will be considered as included in prices bid and no direct or additional payment will be made, therefore.

1.09 OCCUPANCY REQUIREMENTS

- A. Whenever, in the opinion of Construction Manager, Work or any part thereof is in a condition suitable for use, and the best interest of CLPCCD requires such use, CLPCCD may take beneficial occupancy of and connect to, open for public use, or use the Work or such part thereof. In such a case, CLPCCD will request College Representative/Engineer to inspect the Work or part thereof and issue a Certificate of Substantial Completion for that part of Work.
- B. Before date of Final Acceptance of the Work by CLPCCD, 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 the expense of Contractor, as required in General Conditions.
- C. Use by CLPCCD of Work or part thereof as contemplated by this section 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 CLPCCD of any of the conditions thereof.
- D. CLPCCD may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on milestone dates before substantial completion of all of the Work. Contractor shall notify College Representative in writing when Contractor considers any such part of the Work ready for its intended use and substantially complete and request College Representative to issue a Certificate of Substantial Completion for that part of the Work.

PART 2 – PRODUCTS

2.01 REFERENCE STANDARDS

- A. For products specified by association or trade standards, comply with requirements of standard, except where more rigid requirements are specified or are required by applicable codes.

2.02 PRODUCTS ORDERED IN ADVANCE

Not applicable.

2.03 CLPCCD FURNISHED PRODUCTS

For CLPCCD furnished products as specified, if any, shall be indicated on Construction Documents.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. This section describes general procedural requirements for alterations, modifications and extras.
- B. Related Sections
 - 1. Section 01 11 00: Summary of Work

1.02 GENERAL

- A. Any change in scope of work or deviation from Drawings or Specifications shall be accomplished only when authorized in writing by Construction Manager. As appropriate, 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.
- B. Changes in the Scope of Work or deviation from Drawings or Specifications may be initiated only by the Contractor or the Construction Manager.
 - 1. The contractor may initiate changes by submitting Requests for Information (RFI), Requests for Substitution (RFS), Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
 - a. RFI's shall be submitted to seek clarification of Contract Documents.
 - b. RFS's shall be submitted in accordance with paragraph 4.8.2 of General Conditions to request substitution of materials or methods of execution.
 - c. Notices of Changes shall be submitted in accordance with paragraph 9.6 of General Conditions.
 - d. Notices of Hazardous Waste Conditions shall be submitted in accordance with paragraph 4.17 of General Conditions.
 - e. Notices of concealed or unknown conditions shall be submitted to make Owner aware of a potential change in the scope of the work.
 - 2. Contractor shall be responsible for its costs to implement and administer RFI's and RFS's throughout the Contract duration. Regardless of the number of RFI's submitted, the Contractor will not be entitled to additional compensation. Contractor shall be responsible for both CLPCCD's and Architect's administrative costs for answering its RFI's where the answer could reasonably be found by reviewing the Contract Documents, as determined by CLPCCD; such costs will be deducted from progress payments.
 - 3. Architect/Engineer may initiate changes by issuing a Supplemental Instruction (which shall require written approval of the Construction Manager).
 - 4. Construction Manager may initiate changes by issuing Requests for Proposal (RFP) or a Field Change Notice (FCN) to Contractor. Such RFP's or FCN's will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Times from Contractor. An RFP or FCN may require Contractor to expedite the work and proceed on a time and material (force account) basis.

1.03 PROCEDURE

- A. Contractor shall submit RFI to the Construction manager. Contractor shall reference each RFI to an activity on its Progress Schedule and note the time criticality of the RFI, indicating the time in which the response is required. Architect/Engineer shall respond by issuing a Clarification.
 - 1. If the Contractor is satisfied with the Clarification and does not request change in Contract Sum or Contract Times, then the Clarification shall be executed without a change.
 - 2. If the Contractor believes that the Clarification results in change in Contract Sum or Contract Times, Contractor shall notify Construction Manager who may then deny request for change or issue RFP.
- B. Contractor shall submit RFIS to Construction Manager who may then deny the request or issue RFP.
- C. Contractor shall submit Notices of Changes to resolve unanticipated conditions incurred in the execution of the Work. Procedures in Paragraph 9.6 of General Conditions shall be followed. If the

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Contract Modification Procedures

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Construction Manager determines that a change in Contract Sum or contract Times is justified, Construction Manager shall issue RFP.

- D. Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work. Procedures in Paragraph 4.17 of General Conditions shall be followed. If the Construction Manager determines that a change in Contract Sum or contract Times is justified, Construction Manager shall issue RFP.
- E. Architect/Engineer shall issue Supplemental Instruction to the Construction Manager who shall forward onto Contractor. Contractor shall not proceed with Supplemental Instruction until Construction Manager approves it in writing.
 - 1. If the Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Times, then Supplemental Instruction shall be executed without a Change Order.
 - 2. If the Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Times, Contractor shall notify Construction Manager. Construction Manager may then deny request for change, cancel Clarification or issue RFP.
- F. Responses by recipients shall be within a reasonable time.
- G. Contractor shall respond to Construction Manager's RFP within fifteen (15) working days by furnishing a complete breakdown of costs of both credits and extras; itemizing materials, labor, taxes, overhead, and profit. Subcontract work shall be so indicated.
- H. Upon approval of RFP, Construction Manager, will issue a Change Order directing Contractor to proceed with extra work.
- I. Payment shall be made as follows:
 - 1. Change Orders which increase Contract Sum or Contract Times shall be included in the next Contract Modification Form, signed by Construction Manager, accepted by Contractor.
 - 2. Payment shall be made for Change Order work along with other work in progress payment following completion of Change Order work. Partial completion of Change Order work shall be paid for that part completed during the period covered by the monthly payment request.

1.04 COST DETERMINATION

- A. The total cost of extra work 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 Change Orders, RFIs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including misrepresentation, concealment, strict liability or negligence. No other costs arising out of or connected with the performance of extra work, of any nature, may be recovered by Contractor. No special, incidental or consequential damages may be claimed or recovered against CLPCCD, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.
- B. Overhead:
 - 1. Overhead shall be as defined in Article 1.08.
- C. Taxes:
 - 1. Alameda County Sales Tax should be included.
 - 2. Federal and Excise Tax shall not be included.
- D. Owner Operated Equipment
When owner-operated equipment is used to perform extra work, the Contractor will be paid for equipment and operator as follows:
 - 1. Payment for equipment will be made in accordance with Paragraph 1.05. C.
 - 2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for the type of worker and location of work, whether or not owner-operator is covered by such an agreement.

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1.05 COST BREAKDOWN

- A. Labor - the Contractor, will be paid cost of labor for workers (including fore persons when authorized by Construction Manager) 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 be limited to the applicable prevailing wage rate for the classification of labor actually and reasonably necessary to complete a Change. Prevailing wage rates shall be deemed to include all direct payment of wages to workers completing a Change, and all employer burdens thereon, including without limitation all employer payments to or on behalf of workers for Workers Compensation, health and welfare, pension, vacation, and other similar labor burdens. Contractors and subcontractors are required to provide their corresponding wage rate breakdown for the classification of labor under which they will complete a Change and on the form provided by the Owner for review and approval by the Owner and Construction Manager before processing and approval of payment for any completed Change.
- B. **Material** - Only materials furnished by the Contractor and necessarily used in the performance of extra work will be paid. 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 the actual supplier is offered or available to purchaser, it shall be credited to CLPCCD even though such discount may not have been taken.
 2. For materials salvaged upon completion of extra work, salvage value of materials shall be deducted from the cost, less discount, of materials.
 3. If cost of a material is, in the opinion of Construction Manager, 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 subparagraph one above.
- C. **Equipment Rental**
For Contractor or subcontractor-owned equipment, payment will be made at the lesser of actual rental rates or the 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. 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 wrong 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. 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 five hundred dollars (\$500) or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
1. For equipment on Site, rental time to be paid for equipment shall be the time equipment is in operation on extra work being performed. The following shall be used in computing rental time of equipment:
 - a. When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be one-half (1/2) hour of operation.
 - b. When daily rates are listed, less than four (4) hours of operation shall be considered to be one-half (1/2) day of operation. Anything over four (4) hours and not more than eight (8) hours is regarded as one (1) full day of operation.

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2. For equipment, which 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. CLPCCD 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. Payment for transporting, and loading and unloading equipment as above provided will not be made if equipment is used on Work in any other way than upon extra work.
 3. The rental period shall begin at time equipment is unloaded at Site of extra work and terminate at the end of day on which Construction Manager directs Contractor to discontinue use of equipment. Excluding Saturdays, Sundays, and legal holidays, unless equipment is used to perform extra work on such days, rental time to be paid per day shall be four (4) hours for zero (0) hours of operation, six (6) hours for four (4) hours of operation and eight (8) hours for eight (8) hours of operation, time being prorated between these parameters. Hours to be paid for equipment, which is operated less than eight (8) hours due to breakdowns, shall not exceed eight (8) less number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services
- When Construction Manager 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 additional work item may be performed by specialist. Invoices for service or item of extra work based on 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 additional work performed in such facility may, by agreement, be accepted as a specialist billing. Construction Manager must be notified in advance of all offsite work. To specialist invoice price, less credit to CLPCCD for any cash or trade discount offered or available, whether or not such discount may have been taken, will be added 15 percent (15%) in lieu of overhead and profit provided in Paragraph 1.04.B.

1.06 FORCE-ACCOUNT

- 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, Change Order may set a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at actual necessary cost as determined by CLPCCD Authority, which cost shall be determined pursuant to Article 1.04, and shall be known as Force-Account work.
- B. Whenever any Force-Account work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to Construction Manager each day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account work on preceding workday, and no claim for compensation for Force-Account work will be allowed unless report shall have been made. Daily report(s) shall be delivered to Construction Manager within one (1) business day of the day the work was performed. No late reports will be accepted. The intent is to have daily agreement on hours expended for labor and equipment on Force-Account work.
- C. Above described methods of determining payment for work and materials shall not apply to the performance of work or furnishings of material, which, in judgment of Construction Manager, may properly be classified under items for which prices are established in Contract.

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Division 1 General Requirements

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1.07 CLPCCD FURNISHED MATERIALS

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

1.08 OVERHEAD DEFINED

- A. The following constitute charges that are included in overhead for all contract modifications, including Force-Account work:
 - 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 change orders
 - 5. Computer services
 - 6. Reproduction services
 - 7. Salaries of project engineer, Construction Manager, 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.
 - 10. Home office expenses
 - 11. Insurance Premium
 - 12. Procurement and use of vehicles and fuel used coincidentally in base bid work
 - 13. Surveying
 - 14. Estimating
 - 15. Protection of work
 - 16. Final cleanup
 - 17. Other incidental work
 - 18. Record Drawings
 - 19. Warranty
 - 20. Transportation expense to the site for labor

1.09 RECORDS AND CERTIFICATION

- A. Force-Account (cost reimbursement) charges shall be recorded daily upon Cost Breakdown for Contract Modification Form obtained from Inspector. Contractor or authorized representative shall complete and sign the form. Inspector shall sign form for approval. Contract Modification Form shall provide names and classifications of workers and hours worked by each, itemize materials used, and also list size type and identification number of equipment, and hours operated and shall indicate work done by specialists.
- B. No payment for Force-Account work shall be made until Contractor submits original invoices substantiating materials and specialist charges.
- C. CLPCCD 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, as set forth in General Conditions.
- D. Further, CLPCCD shall have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, Contract. If the Contractor is a joint venture, right of CLPCCD shall apply collaterally to same extent to records of joint venture sponsor, and each joint venture member.

CHABOT COLLEGE POOL REVITALIZATION

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PART 2 – PRODUCTS

Not applicable to this section.

PART 3 – EXECUTION

Not applicable to this section.

CHABOT COLLEGE POOL REVITALIZATION

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SAMPLE ONLY

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION

One separate form shall be used by Contractor, each first tier subcontractor and each lower tier subcontractor. One form for each shall be used for each change order. One form for each, for each day shall be used for Force-Account work.

COST BREAKDOWN FOR CONTRACTOR PRICE PROPOSAL

SHEET 1 OF 3

GENERAL CONTRACTOR FORM

PROJECT NUMBER: _____

PROJECT NAME: _____

CONTRACTOR : _____

CHANGE ORDER NUMBER : _____ **DATE:** _____

CHANGE ORDER DESCRIPTION: _____

SUMMARY OF TOTAL COSTS				
1. TOTAL LABOR COSTS				
		\$	-	
2. Fifteen percent (15%) of Line 1				
		\$	-	
3. Sum of Lines 1 & 2				
		\$	-	
4. TOTAL MATERIAL COSTS				
		\$	-	
5. Fifteen percent (15%) of Line 4				
		\$	-	
6. Sum of Lines 4 & 5				
		\$	-	
7. TOTAL EQUIPMENT RENTAL COSTS				
		\$	-	
8. Fifteen percent (15%) of line 7				
		\$	-	
9. Sum of lines 7 & 8				
		\$	-	
10. TOTAL OF SUBCONTRACTED COST				
		\$	-	
11. Five percent (5%) of line 10 (excluding subcontractor markup)				
		\$	-	
12. Sum of Lines 10 & 11				
		\$	-	
SUBTOTAL OF DIRECT COSTS & MARK-UP				\$
				-
COST OF BONDS (does not apply to subcontractors)				\$
				-
TOTAL OF CONTRACT MODIFICATION				\$
				-

CHABOT COLLEGE POOL REVITALIZATION

Contract Modification Procedures

Section 01 26 00

COST BREAKDOWN FOR CONTRACTOR PRICE PROPOSAL
SHEET 2 OF 3

CONTRACTOR : _____

CHANGE ORDER NUMBER : _____ DATE: _____

CHANGE ORDER DESCRIPTION: _____

LABOR				
NAME	CLASSIFICATION	HOURS	RATE	TOTAL
				\$
				\$
				\$
				\$
TOTAL LABOR COSTS (Transfers to Line 1 of Sheet 1)				\$

MATERIALS	
DESCRIPTION	COST
SUBTOTAL MATERIAL COSTS (Without Sales Tax)	\$
SALES TAX ON MATERIAL AT 9.00%	\$
TOTAL MATERIAL COSTS (Transfers to Line 4 of Sheet 1)	\$

EQUIPMENT				
SIZE AND TYPE	I.D. #	HOURS	RATE	TOTAL
				\$
				\$
				\$
				\$
TOTAL EQUIPMENT RENTAL COSTS (Transfers to Line 7 of Sheet 1)				\$

COST BREAKDOWN FORM FOR CONTRACT MODIFICATION
SHEET 3 OF 3

CHANGE ORDER NUMBER : _____ DATE: _____

CHANGE ORDER DESCRIPTION: _____

SUBCONTRACTED WORK		
SUBCONTRACTOR	DESCRIPTION OF WORK SUBCONTRACTED	COST
TOTAL COST OF SUBCONTRACTED WORK (Transfers to Line 10 of Sheet 1)		\$ -

CONTRACTOR: _____ Date: _____

VERIFIED BY INSPECTOR: _____ Date: _____

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Project coordination.
- B. Field engineering.
- C. Coordination drawings.
- D. Workmanship.
- E. Incidental costs.
- F. Correspondence and Notices.
- G. Miscellaneous provisions.
- H. Damage and restoration.

1.02 RELATED SECTIONS

- A. Section 011100 - Summary of Work.
- B. Section 014500 - Quality Control.
- C. Section 015000 – Temporary Facilities.
- D. Section 017000 - Contract Closeout.

1.03 PROJECT COORDINATION

- A. Coordination scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- C. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow the route shown for pipes, ducts, and conduit, as carefully as practicable: place runs parallel with line of building. Utilize space efficiently to maximize accessibility for other installations, for maintenance, and repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction — coordinate locations of fixtures and outlets with finished elements.
- E. Submit a copy of site drawing and a certificate signed by the Civil Engineer that the elevations and locations of the Work of separate Sections in preparation for Substantial Completion.
- F. Coordinate completion and cleanup of Work of separate Sections in preparation for Substantial Completion.
- G. After College occupancy of the Site, coordinate access to the site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of College's activities.

1.04 FIELD ENGINEERING

- A. Contractor shall locate and protect survey control and reference points.
- B. Control datum for the survey is that shown on drawings.
- C. Contractor shall verify setbacks and easements; confirm drawing dimensions and elevations.
- D. Provide field engineering services. Contractor shall establish lines, and levels, utilizing recognized engineering practices

1.05 COORDINATION DRAWINGS

- A. Provide the information required by College Representative for preparation of coordination drawings.
- B. Review drawings prior to submission to College Representative.

1.06 WORKMANSHIP

- A. Work shall be performed by craftsmen well experienced and competent in their particular trade.
- B. Workmanship shall be thorough, finished, and complete in every detail for finest quality installations as intended under these specifications.

1.07 INCIDENTAL COSTS

- A. In addition to the cost associated with GC Article 6: Insurance; Indemnity; Bonds:

1. Utilities: Refer to Section 01 50 00.
2. Contractors and Subcontractors shall furnish at their own cost and expense all tools, consumable supplies, appliances, equipment, etc., necessary for the execution of their work; and shall be responsible for care and guarding thereof.
3. Contractors and Subcontractors shall be entirely responsible for professional, trade, business or other licenses required by state statute or local government.

1.08 CORRESPONDENCE AND NOTICES

- A. Clearly identify correspondence, notices, and submittals with project name, subject and detailed references to drawings and specifications.
- B. Notify Inspector or the Construction Manager two (2) working days in advance of required inspection.
- C. The District's project management system (ProjectSolve) shall be utilized for document controls for RFI, Submittals, Daily Logs, etc....

1.09 MISCELLANEOUS PROVISIONS

- A. Contractor shall immediately refer to the Construction Manager any requirement shown or specified which Contractor in their experience and background finds or believes:
 1. Is not equal to industry standards for achieving a first quality installation as intended;
 2. Is excessive in cost or effort to affect the intended results;
 3. Is below standard for proper enforcement of the guarantees required;
 4. Or, is at variance with governing laws, regulations, codes or standards.
- B. Work operations relative to any matter referred to College Representative for consideration shall not proceed until receipt of appropriate instructions from College Representative.
- C. Inspection of Work and Materials: Contractor shall immediately make a close and thorough inspection of all materials as delivered and all work in progress; shall promptly reject and return all defective materials and re-do; and shall check and verify adequate performance or satisfactory results of all tests and inspections before allowing sub-work to proceed.
- D. Warranty Period: During warranty periods, supervise investigation and correction of deficiencies found or occurring in the work.
- E. Shop Fabricate and pre-assemble interrelated parts where possible.
- F. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- G. Provide holes, slots, cutouts, blocking, screeds, nailers, chases, and similar preparation as the work progresses, as required to receive or pass subsequent work without damage to previously completed work.
- H. Exterior Work shall be made tight against the direct or indirect entry of water into the concealed or interior spaces of the building. Seal joints or penetrations below grade or behind exterior trim and other conditions where water might enter the structure, as for exposed exterior work.
- I. Structural Connections and Fasteners: Include as required for complete fabrication and installation of the work; of materials, types, and sizes adequate for the purposes.
 1. Place in concealed or obscured locations where possible.
 2. Include suitable welding or brazing where required.
- J. Powder Activated Fasteners: Limited to uses particularly shown, specified or approved by College Representative. Operators shall be certified in accordance with California Industry Safety orders.
- K. Ferrous Work permanently exposed to exterior or below grade shall be galvanized; related accessory members and fastening non-ferrous galvanized or made rustproof by approved methods.
- L. Galvanizing, prime painting, and related touch-up and repair shall comply with requirements for metal fabricating and painting in Section 13125 - Relocatable Buildings.
- M. Isolation: Provide between ferrous and non-ferrous or dissimilar metal components to protect the work against electrolysis, as follows:

1. For College Representative work, provide cork fillers, asphaltic coatings, neoprene gaskets or similar separation as necessary; and use stainless steel fastenings only where interconnecting dissimilar parts.
 2. For mechanical and electrical work, provide dielectric unions or similar separation. In particular, provide isolation as necessary between exterior underground systems and interior above-grade systems where they meet dissimilar metals.
- N. Before starting a particular type or kind of work, examine for relevant information, all contract documents and subsequent data issued to the project.

1.10 DAMAGE AND RESTORATION

- A. Damage to previously existing or newly placed facilities caused by movement of equipment or other operations, whether accidental or made necessary because of Contract requirements, shall be restored or replaced as specified or directed by College Representative or Construction Manager.
- B. Restoration shall be equal to the structural qualities or performance capacities of the original work, and finishes shall match the appearance of, as nearly as possible, like existing adjacent work. Restorations shall be subject to approval by College Representative and shall be made as necessary at no added expense to College unless otherwise particularly provided for.
- C. Work not properly restored or where not capable of being restored as intended under these Specifications shall be removed and replaced as directed by at no added expense to College.

PART 2 – PRODUCTS

Not applicable to this section.

PART 3 – EXECUTION

3.01 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit a written request in advance of cutting or altering elements, which affects:
 1. The structural integrity of element.
 2. The integrity of weather-exposed or moisture-resistant elements.
 3. Efficiency, maintenance, or safety of element.
 4. Visual qualities of sight-exposed elements.
- C. Execute cutting, fitting, and patching, including excavation and fill, to complete Work, and to:
 1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods, which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with the requirements of Contract Document.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinishing to the nearest intersection; for an assembly, refinish entire unit.
- J. Identify any hazardous substance or condition exposed during the Work to the Construction Manager for decision or remedy.

END OF SECTION

PART1 – GENERAL

1.01 SUMMARY

- A. This section describes the required meetings for this work. These meetings include:
 - 1. Pre-construction Conference
 - 2. Scheduling Meetings
 - 3. Progress Meetings
 - 4. Special Meetings
- B. Related Sections
 - 1. Section 01 11 00: Summary of Work
 - 3. Section 01 32 00: Progress Schedules and Reports
 - 4. Section 01 33 00: Submittals

1.02 PRECONSTRUCTION CONFERENCE

- A. Construction Manager will call for and administer Pre-construction Conference at the time and place to be announced. The conference will occur as soon after award as can be reasonably scheduled.
- B. Contractor, all subcontractors, and major suppliers shall attend Pre-construction Conference.
- C. Agenda will include, but not be limited to, the following items:
 - 1. Schedules
 - 2. Personnel
 - 3. Use of the Site
 - 4. Temporary Utilities
 - 5. Location of Contractor's on-site facilities
 - 6. Project access
 - 7. Employee parking
 - 8. Security/Safety
 - 9. Housekeeping
 - 10. Submittals
 - 11. Inspection and testing procedures, on-site and off-site
 - 12. Utility shutdown procedures
 - 13. Control and reference point survey procedures
 - 14. Injury and Illness Prevention Program
 - 15. Contractor's Initial CPM Schedule
 - 16. Contractor Invoicing, Schedule of Values, Approval Procedures
- D. Construction Manager will distribute copies of minutes to attendees. Attendees shall have two (2) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the Pre-construction Conference.

1.03 SCHEDULING MEETINGS

- A. Meet with Construction Manager and Architect on Start Date of Contract and conduct an initial review of Contractor's draft Shop Drawing and Sample Submittal Schedule, and draft Schedule of Values and Initial Construction Schedule ("Schedule Review Meeting").
- B. Authorized representative in Contractor's organization, designated in writing, who will be responsible for working and coordinating with Construction Manager's representative(s) and Architect relative to preparation and maintenance of Progress Schedule shall attend initial Schedule Review Meeting.
- C. Contractor shall, within thirty (30) days from the Notice to Proceed date, meet with Construction Manager and Architect to review the Original CPM Schedule submittal.
 - 1. Contractor shall have its manager, superintendent, scheduler, and key subcontractor representatives, as required by CLPCCD, in attendance. The meeting will take place over a continuous one-day period.
 - 2. CLPCCD's review of Schedule Submittals will be limited to conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include:

- a. Clarifications of Contract Requirements
- b. Directions to include activities and information missing from submittal
- c. Requests to Contractor to clarify its schedule
3. Within five (5) days of the initial Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by CLPCCD at the meeting.
- D. Construction Manager will administer scheduling meetings and shall distribute minutes of scheduling meetings to attendees. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the scheduling meetings.

1.04 PROGRESS MEETINGS

- A. Construction Manager and Architect will schedule and administer Progress Meetings throughout the duration of Work. Progress meetings will be held weekly unless otherwise directed by Construction Manager.
 1. Meetings shall be held at the Construction Manager's on-site office unless otherwise directed by Construction Manager.
 2. Construction Manager will prepare an agenda and distribute to Contractor, Inspector, and College Representative 24 hours in advance of the meeting.
 3. Construction Manager will preside at the meeting.
 4. College Representative will record and distribute minutes to Contractor, Inspector, Construction Manager, all other participants, and those affected by decisions made at meeting, within two (2) working days after meeting. Attendees shall have two (2) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of progress meetings.
- B. Progress Meetings shall be attended by Contractor's job superintendent, major subcontractors, and suppliers, when requested by Construction Manager or as appropriate, Construction Manager, Architect/Engineer, Inspector and others as appropriate to agenda topics for each meeting.
- C. Agenda will contain the following items as appropriate:
 1. Review of work progress
 2. Status of Construction Schedule, adjustments
 3. Submittals
 4. Delivery schedules
 5. Utility shutdowns, traffic disruptions, and interferences with public scheduled during the subsequent two weeks
 6. Quality control
 7. Pending changes
 8. Substitutions
 9. Review of Contractor's safety program activities and results, including a report on all serious injury and/or damage accidents
 10. Safety
 11. Other items affecting the progress of work
- D. A separate meeting will be held on approximately the 25th 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
 - 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, these meetings shall be attended by the Contractor's General Superintendent and Scheduler.

3. Contractor shall plan on progress meetings taking no less than four (4) hours.

1.05 SPECIAL MEETINGS

- A. Special meetings may be called by any party by notifying all desired participants, Construction Manager, Architect, and Inspector four (4) working days in advance, giving the reason for meeting. Special Meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of the Work, CLPCCD shall have authority to require Contractor to attend the conference of any or all of the contractors engaged in the Work or other work, and notice of such meeting shall be duly observed and complied with by Contractor.
- C. Contractor shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in the General Conditions. Construction Manager shall be given five (5) days written notice of coordination meetings. Contractors shall maintain minutes of coordination meetings. Attendees shall have five (5) working days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of the meetings.
- D. Pre-installation meetings of manufacturers' warranty scope of work, i.e., roofing, water-proofing, curtain wall, etc.
- E. LEED kick-off meeting.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. Scheduling of Work under this Contract shall be performed by the Contractor in accordance with requirements of this Section.
 - 1. Development of schedule, cost and manpower loading of the schedule and schedule updates, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling.
 - 2. Submit schedules and reports as specified in General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM schedule submittal requirements.
- C. Related Sections:
 - 1. Section 01 11 00: Summary of Work
 - 2. Section 01 33 00: Submittals
- D. Definitions: The following definitions apply to this section:

ACTIVITY: A task, event, or other project elements on a schedule that contributes to completing the project. Activities have a description, start date, finish date, duration and one or more logic ties.

BASELINE SCHEDULE: The initial schedule representing the Contractor's work plan on the first day of the project.

CRITICAL PATH: The longest continuous chain of activities for the project that has the least Amount of total float of all chains. In general, a delay on the critical path will extend the scheduled completion date.

CRITICAL PATH METHOD (CPM): A network-based planning technique using activity durations and the relationships between activities to mathematically calculate a schedule for the entire project.

DATA DATE: The day after the date through which a schedule is current. Everything occurring earlier than the data date is "as-built" and everything on or after the data date is "planned."

EARLY COMPLETION TIME: The difference in time between an early scheduled completion date and the contract completion date.

FLOAT: The difference between the earliest and latest start or finish times for an activity.

MILESTONE: An event activity that has zero duration and is typically used to represent the beginning or end of a particular stage of the project.

NARRATIVE REPORT: A document submitted with each schedule that discusses topics related to project progress and schedule.

NEAR CRITICAL PATH: A chain of activities with total float exceeding that of the critical path but having no more than 14 calendar days of total float.

SCHEDULED COMPLETION DATE: The planned project finish date shown on the current accepted schedule.

SUBSTANTIAL COMPLETION: The stage in the progress of the work when the work is complete in accordance with the Contract Documents so that College can occupy or use the work for its intended purpose.

TIME IMPACT ANALYSIS: A schedule and narrative report developed specifically to demonstrate what effect a proposed change or delay has on the currently scheduled completion date.

TIME-SCALED NETWORK DIAGRAM: A graphic depiction of a CPM schedule comprised of activity bars with relationships for each activity represented by arrows. The tail of each arrow connects to the activity bar for the predecessor and points to the successor.

TOTAL FLOAT: The amount of time that an activity or chain of activities can be delayed before extending the scheduled completion date.

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Progress Schedules and Reports

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UPDATED SCHEDULE: A current schedule developed from the baseline or subsequent schedule through regular monthly review to incorporate as-built progress and any planned changes.

1.02 QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of Primavera Project Planner or Microsoft Project scheduling software. Experience level required is set forth below. The contractor may employ such personnel directly or may employ a consultant for this purpose. After bid opening, the apparent successful low bidder shall provide CLPCCD a written verification that Contractor has the required personnel under its employ or that Contractor will employ the required CPM scheduling consultant.
 - 1. The written statement shall identify the individual who will perform CPM scheduling.
 - 2. Capability and experience shall be verified by a description of construction projects on which individual has successfully applied computerized CPM.
 - 3. Required level of experience shall include at least two projects of similar nature, scope, and value not less than three-fourths the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. CLPCCD reserves the right to approve the Contractor's schedule, or consultant, and right to reject them at any time. CLPCCD also reserves right to refuse replacement of Contractor's scheduler or consultant, if it believes such replacement will negatively affect Contract.

1.03 GENERAL

- A. Progress Schedule shall be based on and incorporate milestones and completion dates specified in Contract Documents. Submit to the Owner baseline, monthly updated, and final updated schedules, each consistent in all respects with the time and order of work requirements of the contract. Work must be executed in the sequence indicated on the current accepted schedule. Schedules must show the order in which you propose to execute the work with logical links between time-scaled work activities and calculations made using the critical path method to determine the controlling activities. You are responsible for assuring that all activity sequences are logical and that each schedule shows a coordinated plan for the complete performance of the work.
- B. The overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times as stated in Contract Agreement unless an earlier (advanced) time of completion is requested by Contractor and agreed to by CLPCCD. Any such agreement shall be formalized by a Change Order.
 - 1. CLPCCD is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion dates for the Contract Times.
 - 2. Contractor shall not be entitled to extra compensation in the event agreement is reached on an earlier (advanced) schedule, and Contractor completes its Work, for whatever reason (excepting approved changes with added time components) beyond completion date shown in earlier (advanced) schedule but within the Contract Times.
 - 3. A schedule showing the work completed in less than the Contract Times, which has been accepted by CLPCCD, shall be considered to have Project Float. Project Float is the time between the scheduled completion of the work and Contract Substantial Completion. Project Float is a resource available to both CLPCCD and the Contractor.
- C. Float Ownership: Neither CLPCCD nor Contractor owns float. The Project holds the float. As such, liability for delay of the Substantial Completion Date rests with the party whose actions, last in time, actually cause delay to the Substantial Completion Date.
 - 1. For example, if Party A uses some, but not all of the float and Party B later uses the remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion Date.
 - 2. Party A would not be responsible for the time since it did not consume the entire float and additional float remained; therefore, the Substantial Completion Date was unaffected.

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Progress Schedules and Reports

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- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests associated with the changes. Responsibility for developing Contract CPM schedule and monitoring actual progress as compared to Progress Schedule rests with the Contractor.
- E. The Owner's review and acceptance of schedules does not waive any contract requirements and does not relieve the Contractor of any obligation or responsibility for submitting complete and accurate information. Correct rejected schedules and resubmit corrected schedules to the Owner within seven (7) days of notification by the Owner, at which time a new review period of seven (7) days will begin. Errors or omissions on schedules do not relieve Contractor from finishing all work within the time limit specified for completion of the contract. If, after a schedule has been accepted by the College, either the Contractor or the College discovers that any aspect of the schedule has an error or omission, it must be corrected on the next updated schedule.
- F. Use Microsoft Project for Windows or Primavera P6. Such software shall be compatible with the Windows operating system. Contractor shall transmit contract schedule files to CLPCCD on CD-ROM or flash drive at times requested by CLPCCD.
- G. Transmit each item under form approved by CLPCCD.
 - 1. Identify Project with CLPCCD Contract number and name of Contractor and file by date, project, and update number.
 - 2. Provide space for Contractor's approval stamp and CLPCCD's review stamps.
 - 3. Submittals received from sources other than Contractor will be returned to the Contractor without CLPCCD's review.

1.04 INITIAL CRITICAL PATH METHOD (CPM) SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first sixty (60) 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 sixty (60) calendar days in summary form.
- C. Initial CPM Schedule shall be time-scaled.
- D. Initial CPM Schedule shall be cost and manpower loaded. Accepted cost and manpower-loaded schedule will be used as the basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed sixty (60) calendar days.
- E. CLPCCD and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to CLPCCD.
 - 1. CLPCCD's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements) and accepted CPM principals.
 - 2. Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust the schedule to incorporate any missing information requested by CLPCCD. Contractor shall resubmit Initial CPM Schedule if requested by CLPCCD.
- F. If during the first sixty (60) days after Notice-to-Proceed, the Contractor believes that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to CLPCCD a written Time Impact Evaluation (TIE) in accordance with Article 1.09 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.05 ORIGINAL CRITICAL PATH METHOD (CPM) SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work, in conformance with requirements as specified herein.
- B. The baseline schedule must not extend beyond the number of contract days. The baseline schedule must have a data date of the first working day of the contract and not include any completed work to date. The baseline schedule must not attribute negative float or negative lag to any activity.
- C. Progress Schedule shall include or comply with the following requirements:

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Progress Schedules and Reports

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1. Time scaled, cost, and manpower loaded CPM schedule.
2. No activity on schedule shall have a duration longer than twenty-one (21) calendar days, with the exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by CLPCCD.
 - a. Activity durations shall be the total number of actual days required to perform that activity.
 - b. Activity coding capabilities to sort by responsibility, location, phase, and CSI division.
3. The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
4. CLPCCD-furnished materials and equipment, if any, identified as separate activities.
5. Completion of the last activity in the schedule shall be constrained by the contract completion date. Schedule calculations shall result in a negative float when the calculated early finish date of the last activity is later than the contract completion date. The Contractor shall include the last activity in the project schedule an activity called "Final Completion." The "Final Completion" activity shall have an "LF" constraint date equal to the contract completion date for the project, and with a zero-day duration or by using the "project must finish by" date in the scheduling software. The schedule shall have no constrained dates other than those specified in the contract. The use of artificial float constraints such as "zero free float" or "zero total float" are typically prohibited. There shall only be two (2) open-ended activities: Start Project (or NTP) with no predecessor logic and Final Completion with no successor logic.
6. Processing/approval of submittals and shop drawings for all Contract-required material and equipment. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - a. Include time for submittals, resubmittal, and reviews by CLPCCD. Coordinate with accepted schedule for submission of shop drawings, samples, and other submittals.
 - b. Contractor shall be responsible for all impacts resulting from resubmittal of shop drawings and submittals.
7. Procurement of all contract required material and equipment, identified as a separate activity.
 - a. Include time for fabrication and delivery of manufactured products for the Work.
 - b. Show dependencies between procurement and construction.
8. Complete activity description; what Work is to be accomplished and where.
9. The total cost of performing each activity shall be the total of labor, material, equipment, excluding overhead and profit of Contractor. Total overhead and profit of the General Contractor shall be shown on a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
10. Resources required (labor) to perform each activity.
11. Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
12. Identify the activities, which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as the float in the range of one (1) to ten (10) days.
13. At least twenty-eight (28) calendar days for developing punch list(s), completion of punch list items and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
14. Interface with the work of other contractors, CLPCCD, and agencies such as, but not limited to, utility companies.
15. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - a. Also provide for each Subcontractor, as determined by CLPCCD, submitted on Subcontractor letterhead a statement certifying that Subcontractor concurs with Contractor's Original CPM

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- Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost, and resource loading.
- b. Subcontractor schedules shall be independently derived and not a copy of the Contractor's schedule.
 - c. In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical and plumbing Subcontractors, and other Subcontractors as required by CLPCCD, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - d. Furnish schedule for Contractor/Subcontractor CPM Schedule meetings which shall be held before submission of Original CPM Schedule to CLPCCD. CLPCCD shall be permitted to attend scheduled meetings as an observer.
16. Activity durations shall be in calendar days.
 17. Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays.
- D. Original CPM Schedule Review Meeting: Contractor shall, within thirty (30) calendar days from the Notice to Proceed date, meet with CLPCCD to review the Original CPM Schedule submittal.
1. Contractor shall have its Construction Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by CLPCCD, in attendance. The meeting will take place over a continuous one-day period.
 2. CLPCCD's review will be limited to submittal's conformance to Contract requirements, including, but not limited to, coordination requirements. However, review may also include:
 - a. Accepted critical path method principles and tenets.
 - b. Clarifications of Contract Requirements.
 - c. Directions to include activities and information missing from submittal.
 - d. Requests to Contractor to clarify its schedule.
 3. Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by CLPCCD at the Meeting.

1.06 ADJUSTMENTS TO CRITICAL PATH METHOD (CPM) SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for CLPCCD's review.
1. CLPCCD, within fourteen (14) days from the date that Contractor submitted the revised schedule, will either:
 - a. accept schedule and cost and resource loaded activities as submitted, or
 - b. Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for CLPCCD to monitor Project's progress, resources and status or evaluate monthly payment request by Contractor.
 2. CLPCCD may accept schedule with conditions that the first monthly CPM schedule update is revised to correct deficiencies identified.
 3. When schedule is accepted, it shall be considered as the "Original CPM Schedule," which will then be immediately updated to reflect the current status of the work.
 4. CLPCCD reserves the right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of the Contractor's schedule by CLPCCD will be based upon schedule's compliance with Contract requirements and accepted CPM principles.
1. By way of Contractor assigning activity durations and proposing a sequence of Work, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the schedule.

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2. Upon submittal of the schedule update, the updated schedule shall be considered "current" CPM schedule.
 3. Submission of Contractor's schedule to CLPCCD shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed work.
- C. Submittal of Original CPM Schedule and subsequent schedule updates shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterhead to Contractor and transmitted to CLPCCD for the record.

1.07 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of the Contractor's Original CPM Schedule, Contractor shall monitor the progress of Work and adjust schedule each month to reflect actual progress and any pre-approved changes to planned activities or logic.
1. Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 2. Each update shall continue to show all work activities, including those already completed. These completed activities shall accurately reflect "as-built" information by indicating when activities were started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) 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: Percent complete of each activity; time impact evaluations for Change Orders and Time Extension Request; anticipated activity sequence changes; anticipated duration changes; 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, these meetings shall be attended by the Contractor's General Superintendent and Scheduler.
 3. Contractor shall plan on the meeting taking no less than four (4) hours.
- C. Within seven (7) calendar days after monthly schedule update meeting, the Contractor shall submit the updated CPM Schedule update.
- D. Within seven (7) calendar days of receipt of above noted revised submittals, CLPCCD will either accept or reject monthly schedule update submittal.
1. If accepted, percent complete shown in a monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
 2. If rejected, an update shall be corrected and resubmitted by the Contractor before the Application for Payment is submitted.
- E. Updating, changing or revising of any report, curve, schedule or narrative submitted to CLPCCD by Contractor under this Contract, nor CLPCCD'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 changing or limiting, in any way, Contractor's obligations under this Contract.
- F. Final Updated Schedule. Submit final updated, as-built schedule with actual start and finish dates for the activities, within 30 days after completion of contract work. Provide a written certificate with this submittal signed by your Project Manager or an officer of the company stating, "To my knowledge and belief, the enclosed final update schedule reflects that actual start date and finish dates of the actual activities for the project contained herein." An officer of the company may delegate in writing the authority to sign the certificate to a responsible manager.

1.08 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the schedule, the Contractor shall provide CLPCCD with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any scheduled update until the revisions have been reviewed by CLPCCD. CLPCCD may request further information and justification for schedule revisions, and Contractor shall, within three (3) days, provide CLPCCD with a complete written narrative response to CLPCCD's request.
- D. If the Contractor's revision is still not accepted by CLPCCD, and the Contractor disagrees with CLPCCD's position, the Contractor has seven (7) calendar days from receipt of CLPCCD's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of CLPCCD's written rejection of a schedule revision shall be contractually interpreted as acceptance of CLPCCD's position, and the Contractor waives its rights to subsequently dispute or files a claim regarding CLPCCD's position.
- E. At CLPCCD's discretion, the Contractor can be required to provide subcontractor certifications of performance regarding proposed schedule revisions affecting said subcontractors.

1.09 RECOVERY SCHEDULE

- A. If the Schedule Update shows a substantial completion date fourteen (14) calendar days beyond the Contract Substantial Completion date or individual milestone completion dates, the Contractor shall submit to CLPCCD the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any scheduled update until the revisions have been reviewed by CLPCCD.
- C. If the Contractor's revisions are not accepted by CLPCCD, CLPCCD, and the Contractor shall follow the procedures in paragraph 1.08.C, 1.08.D and 1.08.E above.
- D. At CLPCCD's discretion, the Contractor can be required to provide subcontractor certifications for revisions affecting said subcontractors.

1.10 TIME IMPACTS EVALUATION (TIE) FOR CHANGE ORDERS, AND OTHER DELAYS

- A. Time Impact Analysis (TIA). Submit a written TIA to the Owner with each request for adjustment of contract time, or when the Contractor or the Owner considers that an approved or anticipated change may impact the critical path or contract progress.

The TIA must illustrate the impacts of each change or delay on the currently scheduled completion date or internal milestone, as appropriate. The analysis must use the accepted schedule that has a data date closest to and before the event. If the Owner determines that the accepted schedule used does not appropriately represent the conditions before the event, the accepted schedule must be updated to the day before the event being analyzed. The TIA must include an impact Schedule developed from incorporating the event into the accepted schedule by adding or deleting activities, or by changing durations or logic of existing activities. If the impacted schedule shows that incorporating the event modifies the critical path and scheduled completion date of the accepted schedule, the difference between scheduled completion dates of the two schedules must be equal to the adjustment of contract time. The Owner may construct and use an appropriate project schedule or other recognized method to determine adjustments in contract time until the Contractor provides the TIA.

- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A 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 shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide CLPCCD with four copies of each TIE.
- D. Once the agreement has been reached on a TIE, the Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Times may be extended in an amount CLPCCD allows, and the Contractor may submit a claim for additional time claimed by Contractor.

1.11 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accord with the Contract Document.
- B. Where an event for which CLPCCD is responsible impacts the projected Substantial Completion date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, over time, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor; equipment and material the Contractor would expend to mitigate CLPCCD caused time impact. The Contractor shall submit its mitigation plan to CLPCCD within fourteen (14) calendar days from the date of discovery of said impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time provides TIE or provides the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for the cumulative effect of changes.
- E. CLPCCD will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.12 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - 1. Two (2) activity-listing reports one sorted by activity number and one by total float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, float, responsibility code and the logic relationship of activities.
 - 2. Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value to-date, previous payments, and the amount received for current update period.
 - 3. Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
 - 4. Cash flow report calculated by the early start, late start and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- C. Furnish CLPCCD with report files in CD ROM and containing all Microsoft Project .mpp or Primavera .xer schedule files along with report files.

1.13 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in the form specified below.

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- B. Contractor shall prepare monthly written narrative reports of the status of Project for submission to CLPCCD. Written status reports shall include:
1. Transmittal letter
 2. Work completed during the period, percent complete of activities
 3. Identification of unusual conditions or restrictions regarding labor, equipment, or material: including multiple shifts, 6-day work weeks, specified overtime or work at times other than regular days or hours
 4. Description of the current critical path
 5. Changes to the critical path and scheduled completion date since the last schedule submittal
 6. Description of problem areas
 7. Current and anticipated delays:
 - 7.1 Cause of delay
 - 7.2 Impact of delay on other activities, milestones, and completion dates
 - 7.3 Corrective action and schedule adjustments to correct the delay
 8. The contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by CLPCCD at no additional cost.
 9. Status reports and the information contained therein shall not be construed by the Contractor, as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.14 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled four (4) week schedule one (1) week behind and three (3) week look ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.15 DAILY CONSTRUCTION REPORTS

On a daily basis, the Contractor shall submit a daily activity report to CLPCCD for each workday, including weekends and holidays, when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and change order work. Upon request of CLPCCD, furnish computer disk of this database. Obtain CLPCCD's written approval of daily construction report database format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its Work force and Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.16 PERIODIC VERIFIED REPORTS

The Contractor shall complete and submit the Final Verified Report required by DSA. In addition to other conditions precedent to Final Payment, the Contractor's completion and submission of the Final Verified Report is an express condition precedent to the District's obligation to make the Final Payment. In addition to completion and submission of the Final Verified Report, as a material obligation under the Contract Documents, the Contractor shall comply all DSA requests for reports or other data relating to the Work, the status thereof or conformity of the Work to the Contract Documents.

PART 2 – PRODUCTS

Not applicable to this section.

PART 3 – EXECUTION

Not applicable to this section.

END OF SECTION

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Submittal Procedure

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PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals including:
 - 1. Procedures
 - 2. Schedule of Shop Drawing and Sample Submittals
 - 3. Safety Plan
 - 4. Progress Schedule
 - 5. Product Data
 - 6. Shop Drawings
 - 7. Samples
 - 8. Quality Control Submittals
 - 9. Design Data
 - 10. Test Reports
 - 11. Certificates
 - 12. Manufacturers' Instructions
 - 13. Machine Inventory Sheets Operations and Maintenance Manuals Computer Programs
 - 14. Project Record Documents
 - 15. LEED Submittals

1.3 RELATED SECTIONS

- A. Section 01, 11 00: Summary of Work.
- B. Section 01 26 00: Contract Modification Procedures.
- C. Section 01 32 00: "Progress Schedules and Reports" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
- D. Section 01 70 00: Contract Closeout
- E. Section 01 78 00: Project Record Documents.

1.4 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires the College Representative's responsive action.
- B. Informational Submittals: Written information that does not require the College Representative's responsive action. Submittals may be rejected for not complying with requirements.

1.5 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings are always through College Representative for Contractor's use in preparing submittals. Files are used as background use only.
- B. Coordination: Coordinate preparation and processing of submittals with the performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - a. College Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for the scheduled performance of related construction activities.

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- D. Processing Time: Allow enough time for submittal review, including time for resubmittal, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittal.
1. Initial Review: Allow 15 workdays for the initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Sequential Review: Where sequential review of submittals by College Representative's consultants, Owner, or other parties is indicated, allow 21 days for an initial review of each submittal.
- E. Submit at own expense, a minimum of two (2) printed sets or copies and one (1) electronic PDF set-Schedule of Shop Drawing and Sample Submittals, Safety Plans, Progress Schedule, Product Data, Shop Drawings, Samples, Quality Control Data, Machine Inventory Sheets, Operations and Maintenance Manuals, Computer Programs, and Project Record Documents required by the Contract Documents.
- F. Transmit each item with a standard letter of transmittal in the form approved by Construction Manager.
- G. Identify the project, Contractor, subcontractor, major supplier, pertinent drawing sheet and detail number, and specification section number as appropriate. Provide space for Contractor, Construction Manager, and College Representative review stamps.
- H. Where the manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data, which apply to this project.
- I. Submit Shop Drawings, Samples, and other submittals to Construction Manager for review and approval by College Representative in accordance with accepted schedule of Shop Drawings and Samples submittals. If no such schedule is agreed upon, then all Shop Drawing, Samples and product data submittals shall be completed within thirty (30) days after receipt of Notice to Proceed from CLPCCD.
- J. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, the specified performance and design criteria, materials and similar data to show College Representative the materials and equipment Contractor proposes to provide and to enable College Representative to review the information for the limited purposes specified below. Samples 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 College Representative may require enabling College Representative to review the submittal. The number of each Sample to be submitted will be as specified in the Specifications.
- K. At the time of each submission, Contractor shall give Construction Manager, College Representative, and Inspector specific written notice of all variations, if any; that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication separate from the submittal. In addition, Contractor shall cause a specific notation to be made on each Shop Drawing, and Sample submitted to Construction Manager for review and approval of each such variation by College Representative. The College Representative may make adjustments to submittals that may result in changes to the contract. The appropriate change order request should be prepared by the Contractor within ten (10) days of receipt of submittals.
- L. If CLPCCD accepts deviation, CLPCCD shall issue appropriate Contract Modification.
- M. Submittal coordination and verification is the responsibility of the Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:
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 the intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
 3. All information relative to the Contractor's sole responsibilities and of means, methods, techniques, sequences, and procedures of construction and safety precautions and programs incident thereto.
- N. Contractor shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- O. Contractor's submission to Construction Manager of a Shop Drawing or Sample submittal will constitute Contractor's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above, concerning Contractor's review and approval of that submittal.
- P. 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.
- Q. After review by College Representative of each of Contractor's submittals, one electronic set will be returned to Contractor with actions defined as follows:
1. NO ACTION TAKEN – Submittal is unreviewed.
 2. 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. Does not constitute approval or deletion of specified or required items not shown on the submittal.
 3. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as 2. above, except that minor correction as noted shall be made by Contractor.
 4. REVISE AND RESUBMIT - Rejected because of significant inconsistencies or errors which shall be resolved or corrected by Contractor before subsequent review by College Representative.
 5. REJECTED (RESUBMIT) - Submitted material does not conform to Plans and Specifications in significant respect, i.e., wrong size, model, capacity, or material.
- R. It is considered reasonable that the Contractor shall make a complete and acceptable submittal at least by second submission.
1. CLPCCD reserves the right to deduct monies from payments due Contractor to cover additional costs of College Representative's review beyond the second submission. Illegible submittals will be rejected and returned to the Contractor for resubmission.
- S. A favorable review will not constitute acceptance by CLPCCD or College Representative of any responsibility for the accuracy, coordination, and 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 CLPCCD's or College Representative's review before fabrications. Submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet requirements of Contract Documents, while conforming to Architectural space and access conditions at point of installation. College Representative's review will be only to determine 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 a functioning whole 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 College Representative or CLPCCD, or any officer or employee thereof, and Contractor shall have no claim under Contract on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. The favorable review shall be considered to mean merely that College Representative or CLPCCD has no objection to Contractor using, upon his full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.
- T. College Representative's review will not extend 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.
- U. 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 technical specifications, 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 the Contractor without review.
- V. It shall be the Contractor's responsibility to copy, conform and distribute reviewed submittals in sufficient numbers for Contractor's files, subcontractors and vendors.
- W. After College Representative review of submittal, revise and resubmit as required. Identify changes made since the previous submittal.

1. Begin no fabrication or work, which require submittals until the return of submittals not requiring resubmittal.
 2. Typically, submittals will be processed and returned to Construction Manager within fifteen (15) working days of receipt by College Representative. The processing time spent to review submittals by Construction Manager shall be in addition to the fifteen (15) days.
 3. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- 1.6 SCHEDULE OF SHOP DRAWING, DSA DEFERRED APPROVAL SUBMITTALS AND SAMPLE SUBMITTALS
- A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by General Conditions. Submit two (2) copies and one (1) electronic PDF of the final and accepted schedule of submittals of shop drawings and samples as required by General Conditions, and in no event later than thirty (30) days following Notice of Award.
 - B. Schedule of Shop Drawing and Sample Submittals will be used by College Representative to schedule their activities relating to the review of submittals. Schedule of submittals shall indicate a spreading out of submittals and early submittals of long lead-time items and of items, which require extensive review.
 - C. Schedule of Shop Drawing and Sample Submittals shall be reviewed by Construction Manager and shall be revised and resubmitted until accepted by Construction Manager.
 - D. DSA Deferred Approval Submittals shall be prepared for review by the College Representative within 30 days of receipt of Notice to Proceed. Contractor shall promptly make corrections to documents for College Representative to submit to DSA for approval. Contractor shall have the sole responsibility for obtaining DSA approval via the College Representative's office for all deferred approval submittals in a timely manner. There will be no time extensions granted for the delay in obtaining such approval.
- 1.7 SAFETY PLAN
- A. Submit one (1) copies and one (1) electronic PDF of Safety Plan specific to this Contract to Construction Manager within fifteen (15) calendar days after Start Date of the Contract Time.
 - B. No on-site work shall be started until the Safety Plan has been reviewed and accepted by CLPCCD. Acceptance of Safety Plan shall not affect Contractor's responsibility for maintaining a safe working place and instituting safety programs in connection with project in full compliance with local, state and federal regulations.
- 1.8 PROGRESS SCHEDULE
- A. Schedule all items requiring College Representative action for submission during the first 25 percent of construction period.
 - B. See Section 01 32 00 "Progress Schedules and Reports" for schedule and report requirements.
 - C. Submit (3) print copies, one (1) electronic report file in PDF format, and either Microsoft Project .mpp or Primavera .xer schedule program files:
 1. Initial CPM Schedule at the Pre-construction Conference.
 2. Original CPM Schedule within thirty (30) days of Notice to Proceed (NTP).
 3. Adjustments to the CPM Schedule as required.
 4. CPM Schedule updates monthly, five (5) days before monthly progress meeting.
 - D. Submit three (3) copies and one (1) electronic PDF copy of the reports listed in Section 01 32 00 "Progress Schedules and Reports" with:
 1. Initial CPM Schedule
 2. Original CPM Schedule
 3. Each monthly Schedule update
 4. Each weekly three (3) week look ahead Schedule
 - E. Progress Schedules and Reports shall be submitted electronically, in addition to hard copies as specified above.
- 1.9 QUALITY CONTROL SUBMITTALS
- A. Design Data: Not applicable.
 - B. Test Reports: Three (3) copies minimum. One (1) copy will be marked with College Representative's review comments and returned to the Contractor.

1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Reports may be from recent or previous tests on material or product but must be acceptable to Construction Manager. Comply with requirements of each specification Section.
- C. Certificates: Three (3) copies minimum. One (1) copy will be marked with College Representative's review comments and returned to the Contractor.
1. Indicate that material or product conforms to or exceeds specified requirements.
 2. Submit supporting reference data, affidavits, and certifications as appropriate.
 3. Certificates may be recent or from previous test results on material or product but must be acceptable to Construction Manager.
- D. Manufacturers' Instructions: Three (3) copies minimum. One (1) copy will be marked with College Representative's review comments and returned to the Contractor.
1. Include manufacturer's printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
 2. Identify conflicts between manufacturer's instructions and Contract Documents.
- 1.10 COMPUTER PROGRAMS
- A. When any equipment requires operation by computer programs, submit a copy of program on CD(s) plus all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Provide required licenses to CLPCCD at no additional cost.
1. Include at least three (3) years prepaid software license renewals, which includes software upgrades and updates.
- 1.11 PROJECT RECORD DOCUMENTS
- A. Submit one copy of each of the Project Record Documents listed in Section 01 70 00 Contract Closeout.
- 1.12 DELAY OF SUBMITTALS
- A. Delay of submittals by Contractor is considered an avoidable delay. Liquidated damages incurred because of late submittals will be assessed to the Contractor.
- PART 2 - PRODUCTS**
- 2.1 SUBMITTALS
- A. Within fifteen (15) calendar days after Start Date of the Contract, Contractor submits two (2) copies and one (1) electronic PDF of complete list of substitutions of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. Contractor shall be responsible for and make all submissions.
1. Submit items specified herein to the College Representative and Construction Manager.
 2. Submit all submittals through the Construction Manager's Electronic Submittal Program.
 3. Identify each transmittal using the 6-digit specification number, i.e.; metal handrails might be numbered 05 5000, along with an individual submittal number for each section number. Submittal numbers shall be sequential. If returning submittal "12" for re-submission, second submission would be identified as "12A". Should submittal be rejected multiple times (12b, 12c, etc), the Contractor may be required to reimburse the Owner/College Representative for labor to review subsequent submissions.
 4. Develop, for maintenance by the Construction Manager, a schedule of all submittals and their status. Refer to Paragraph 1.3 below. The schedule will be reviewed each week at the project meeting.
- C. Transmittals, shop drawings, or samples submitted to College Representative shall have the Contractor's stamp on it with his signature and be marked "approved." Contractor's stamp on these items indicates that the Contractor has performed the following:
1. Verified field dimensions and quantities.
 2. Verified field construction criteria, materials, catalog numbers and similar data.
 3. Reviewed and coordinated submittal data with the requirements of the Work and the Contract Documents.
 4. **ITEMS NOT STAMPED BY THE CONTRACTOR WILL BE RETURNED UNREVIEWED.**
- D. Indicate any item, component, material, or portion of Work, which deviates from Contract Documents. Unless such departures are accepted as indicated in paragraph "Review" below, such departures will not be permitted.

- E. Make submittals sufficiently in advance of data required to allow College Representative reasonable time for review and additional resubmission and review cycles if necessary.
 - 1. Items submitted without the Contractor's review stamp will be returned, without action, for resubmission.
 - 2. Items not submitted in accordance with provisions of this Section will be returned, without action, for resubmission.
 - 3. Submissions on items not approved for use by specifications or addenda will be rejected.
 - 4. Drawings transmitted by other than the Prime Contractor will be returned to the Prime Contractor without the action of any kind. Drawings will not be returned to subcontractors.
- 2.2 SUBMITTALS – PRODUCT DATA
- A. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
 - B. Tabulate products by specification section number.
 - C. Supplemental Data:
 - 1. Submit the number of copies, which Contractor requires, plus three (3) copies, which will be retained by Construction Manager.
 - 2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
 - D. Provide copies for Project Record Documents described in Section 01 70 00 Contract Closeout.
- 2.3 SUBMITTALS - SHOP DRAWINGS
- A. Identify drawings with the manufacturer, item, use, type, project designation, specification section or drawing detail reference.
 - B. Minimum Sheet Size: 8-1/2 inches by 11 inches. All others: Multiples of 8-1/2 inches by 11 inches, 34 inches by 44 inches maximum.
 - C. For 8-1/2 inch by 11 inches and 11 inches by 17-inch sheets, submit number of copies, which contractor requires plus three (3) copies, which will be retained by Construction Manager.
 - D. For 17 inch by 22 inches through 34 inches by 44-inch sheets, submit one [1] electronic and a minimum of three [3] prints. After review, reproduce and distribute.
 - E. Original sheet or reproducible transparency will be marked with College Representative's review comments and returned to the Contractor.
 - F. Each sheet/copy must include the project name and project number and bid number on all sheets.
 - G. Mark each copy to identify applicable Products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
 - H. Include manufacturers' installation instructions when required by specification section.
 - I. Submit a copy of the Shop Drawing Transmittal Form with each submittal and resubmittal.
- 2.4 SUBMITTALS - SAMPLES
- A. Identify samples with manufacturer's name, item, use, type, project designation, specification section or drawing detail reference, color, range, texture, finish, and other pertinent data.
 - 1. Submit samples to illustrate functional and aesthetic characteristics of Product, with integral parts and attachment devices — coordinate submittal of different categories for interfacing work.
 - B. Submit a full range of manufacturers' standard colors, textures, and patterns for the Construction Manager's selection.
 - C. Submit a minimum of three (3) samples unless otherwise specified in the construction documents.
 - D. Sizes: Unless otherwise specified, provide the following:
 - 1. Paint Chips: Manufacturers' standard
 - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
 - 3. Linear Products: Minimum 6 inches, maximum of 12 inches long
 - 4. Bulk Products: Minimum 1 pint, maximum of 1 gallon
 - E. Full-size samples may be used in Work upon approval.
 - F. Mock-ups:

1. Erect field samples and mock-ups at the Project site in accordance with requirements of Specification sections.
 2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by Construction Manager.
 3. Approved field samples and mock-ups may be used in Work upon approval.
- G. The College Representative may, at his option, retain samples for comparison purposes until completion of Work.
1. Samples will be returned or may be used in the Work unless the technical section specifically indicates otherwise.
 2. Remove samples when directed.
 3. Pay all costs of furnishing or constructing, and removing samples.
- H. Resubmit samples of rejected items.
- I. Performance and Design Criteria: Where professional design services or certifications by design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to College Representative.
- J. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals submit three copies of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include a list of codes, loads, and other factors used in performing these services.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to College Representative and Construction Manager.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of the reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 COLLEGE REPRESENTATIVE REVIEW

- A. General: College Representative and Construction Manager will not review submittals that do not bear the Contractor's approval stamp and will return them without action.
- B. Action Submittals: College Representative and Construction Manager will review each submittal, make marks to indicate corrections or modifications required, and return it. College Representative and Construction Manager will stamp each submittal with an action stamp and will mark stamp appropriately to indicate the action taken.
- C. Reproduce and distribute submittals that the College Representative reviews and stamps as follows, to indicate the action taken:
 1. Reviewed: Where submittal is marked "Reviewed," that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 2. Reviewed -- Additional Information Required: Where submittal is marked "Reviewed -- Additional Information Required," the information submitted has been reviewed and approved as noted. However, additional information as noted and/or required by Contract Documents needs to be submitted.
 3. Make Corrections As Noted: When a submittal is marked "Furnish As Corrected," that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.

4. Submit Specified Item: When a submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 5. Rejected: When a submittal is marked "Rejected," information submitted is not in compliance with Contract Documents. Resubmit submittal as required by Contract Documents.
- D. Contractor shall retain one copy of each "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittal on file at the job site.
- E. College Representative shall retain one copy of each "Reviewed," "Reviewed -- Additional Information Required" or "Furnish as Corrected" submittal in the project file.
- F. Contractor shall resubmit items stamped "Revise and Resubmit" or "Rejected" by College Representative.
 1. Provide a print of the previous drawing with resubmission for comparison.
 2. Add letter suffix to previous transmittal number, to indicate resubmission.
 3. It shall be the Contractor's responsibility to assure that previously approved documents are destroyed when they are superseded by a resubmittal.
- G. College Representative review is general and does not:
 1. Permit departure from Contract Documents.
 2. Relieve Contractor from responsibility for errors in detail, in dimensions or related items.
 3. Approve departure from previous instructions or details.
 4. Relieve the Contractor of the responsibility to provide all components, wiring, etc., required to make item operable or usable.
 5. Imply acceptance of items for which no data is submitted.
- H. For items constituting a departure from Contract Documents see Section 01 2500.
- I. Reviewed samples submitted or constructed and approved by College Representative constitute a criterion for judging completed work. Finish work or items not equal to samples will be rejected.
- J. Start of work which requires submittals, before return of submittals with College Representative or Owner's stamp indicating review and approval is at Contractor's risk.
- 3.3 DISTRIBUTION
- A. Contractor shall copy and distribute all "Reviewed," "Reviewed -- Additional Information Required," or "Furnish as Corrected" submittals, including one copy to the Owner.

- END OF SECTION -

PART 1 – GENERAL

1.01 SUMMARY

This section includes regulatory requirements applicable to Contract.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules, and regulations referred to shall have full force and effect as though printed in full in these specifications.
- B. Conform to referenced codes, laws, ordinances, rules, and regulations, which are in effect on the date of receipt of bids.

1.03 CODES

Codes, which apply to Contract, include, but are not limited to, the following:

- A. 2007 California Building Code (Part 2, Title 24, C.C.R.)
- B. 2007 California Electrical Code (Part 3, Title 24, C.C.R.)
- C. 2007 California Mechanical Code (Part 4, Title 24, C.C.R.)
- D. 2007 California Plumbing Code (Part 5, Title 24, C.C.R.),
- E. 2007 State Elevator Safety Regulations (Part 7, Title 24, C.C.R.)
- F. 2007 California Fire Code (Part 9, Title 24, C.C.R.)
- G. 2007 California Energy Code (Part 6, Title 24, C.C.R.)

1.04 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work to be done under Contract, comply with applicable laws, ordinances, rules, and regulations, including, but not limited to, the following:
- B. Federal
 - 1. Americans With Disabilities Act
 - 2. 29 CFR, Section 1910.1001, Asbestos
 - 3. 40 CFR, Subpart M, National Emission Standards for Asbestos
 - 4. Executive Order 11246
- C. State of California
 - 1. California Code of Regulations, Titles 5, 8, 19, 21, 24
 - 2. California Education Code
 - 3. California Public Contract Code
 - 4. California Health and Safety Code
 - 5. California Government Code
 - 6. California Labor Code
 - 7. California Civil Code
 - 8. California Code of Civil Procedure
 - 9. CPUC General Order 95, Rules for Overhead Electric Line Construction
 - 10. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications Systems
- D. State of California Agencies
 - Bay Area Air Quality Management District (BAAQMD / www.baaqmd.gov)
 - State and Consumer Services Agency
 - Department of General Services
 - Division of the State Architect Office of the State Fire Marshall Office of Public School Construction
- E. Local Agencies:
 - City of Hayward, California (www.ci.hayward.ca.us)

1.06 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 this Agreement in a manner that complies with the ADA and any and all other applicable federal, state, and local disability rights

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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 this Agreement.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes regulatory requirements applicable to Contract work in connection with hazardous waste abatement and disposal, including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- B. This section supplements Section 01 41 00 and the work specific listings of applicable regulatory requirements elsewhere in the specifications.
- C. Related Sections.
 - 1. Section 01 41 00: Regulatory Requirements.

1.02 REFERENCES TO REGULATORY REQUIREMENTS

- A. Codes, laws, ordinances, rules, and regulations applicable to the Work shall have full force and effect as though printed in full in these specifications. Codes, laws, ordinances, rules, and regulations are not furnished to Contractor since Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these specifications exists, the most stringent requirements shall be used.
- B. Contractor's work shall conform to all applicable codes, laws, ordinances, rules, and regulations that are in effect on date of receipt of bids.

1.03 LAWS, ORDINANCES, RULES AND REGULATIONS

- A. During prosecution of Work under Contract, Contractor shall comply with applicable laws, ordinances, rules, and regulations, including, but not limited to, those listed below.
- B. Federal:
 - 1. Statutory Requirements:
 - a. Resource Conservation and Recovery Act, 42 U.S.C.. 6901 et seq.
 - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986,42 U.S. C" 9601 et seq.
 - c. Toxic Substances Control Act of 1976,15 U.S.C.. 2601 et seq.
 - d. Hazardous Materials Transportation Act of 1975, 49 U.S. C" 1801 et seq.
 - e. Clean Water Act, 33 U.S.C.. 1251 et seq.
 - f. Safe Drinking Water Act, 42 U.S. C.. 3001 et seq.
 - g. Clean Air Act, section 112, 42 U.S. C.. 7412
 - h. Occupational Safety and Health Act of 1970, 29 U.S.C.. 651 et seq.
 - i. Underground Storage Tank Law, 42 U.S. C.. 6991 et seq.
 - j. The Emergency Planning and Community Right to Know Act of 1986,42 U.S.C.. 11001 et seq.
 - 2. Environmental Protection Agency (EPA):
 - a. 40 C.F.R. Parts. 260, 264, 265, 268, 270
 - b. 40 C.F.R. Parts 258 et seq.
 - c. 40 C.F.R. Part 761
 - d. 40 C.F.R. Parts 122-124
 - 3. Occupational Safety and Health Administration (OSHA):
 - a. OSHA Worker Protection Standards, Title 29 CFR Part 1926.58, Construction Standards, and 29 CFR 1910.1001 General Industry Standard
 - b. OSHA, 29 C. F. R. Part 1926.1101, Construction Standards for Asbestos
 - c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
 - d. National Emission Standard for Hazardous Air Pollutants, Title 40 CFR Part 61
 - e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
 - 4. Department of Transportation:
 - a. Title 49 C.F.R. 173.1090

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- b. Title 49 C.F.R.172
 - c. Title 49 C.F.R. 173
 - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
- 1. Statutory Law:
 - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Cal. Health & Saf. Cod~ 25300 et seq.
 - b. Health and Safety Cod~ 25359.4
 - c. Hazardous Waste Control Law, Health & Safety Code. 25100 § seq.
 - d. Porter-Cologne Water Quality Control Act, Cal. Water Cod~ 13000 et seq.
 - e. Health and Safety Cod~ 25915-25924
 - f. Cal. Labor Code Chapter 6, including, without limitation. 6382, 6501.5-6501.9,6503.5, 9021.5, 9080
 - g. Cal. Bus. and Prof. Code, including without limitation. 7058.5, 7065.01, 7118.5. Underground Storage of Hazardous Substance Act,
 - h. Cal. Health & Saf. Cod~ 25280 § seq.
 - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Cod~ 25299.10 et seq.
 - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Saf. Cod~ 25249.5 et seq. (Proposition 65)
 - k. Above Ground Petroleum Storage Act, Health and Safety Code. 25270 et seq.
 - 2. Hazardous Materials Release Response Plans and Inventory, California Health and Safety Code Chapter 6.95.
 - 3. Administrative Code and Regulations:
 - a. 22 C.C.R.. 6600 et seq.
 - b. Title 22 C.C.R.. Standards for Management of Hazardous and Extremely Hazardous Waste
 - c. DTSC Treatment Standard for PCB Wastes, Title 22 C.C.R.,. 66268.110
 - d. Cal OSHA Worker Protection Standards, Title 8 C.C.R.. 1529, 5208
 - e. Title 8 C. C. R.. 1532.1, Lead in Construction
 - f. 22 C.C.R.. 66999(b)
 - g. Title 23 C.C.R.. 2610 et seq.
 - 4. Local Agency Requirements:
 - a. Bay Area Air Quality Management District, Fugitive Dust Rules
 - b. Bay Area Air Quality Management District Regulation 11-2-303
 - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-0S DWQ)
 - 5. City Requirements:
 - a. Hayward Fire Department (www.haywardcal.us/fire_dept/fd.htm)
 - b. Ordinances

1.04 PERMITS

- A. Contractor shall comply with, implement or acknowledge the effectiveness of all CLPCCD held permits, and initiate and cooperate in securing all required notifications or approvals, therefore, including but not limited to permits affecting environmental work and the following:
- 1. BAAQMD, Permit to Excavate or Treat Contaminated Soil;
 - 2. State Water Resources Control Board, General Construction Activity Stormwater Permit

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

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Regulatory Requirements – Hazardous Waste

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PART 1 – GENERAL

1.01 DSA DEFERRED APPROVALS

- A. Refer to Contract Drawings.

1.02 INSPECTION AND SUPERVISION

- A. Supervision by DSA shall be in accordance with Section 4-334 of Part 1, Title 24, CCR.
- B. The College shall employ a full-time Project Inspector approved by DSA. The Project Inspector shall observe construction in accordance with Section 4-333(b) and 4-342 of Part 1, Title 24, CCR.
- C. Reports: Project Inspector shall submit the following in accordance with DSA IR A-7.
 - 1. Start of Project Report: Notify DSA of the start of construction in accordance with Section 4-331 of Part 1, Title 24, CCR.
 - 2. Semi-Monthly Reports: Comply with Section 4-337 of Part 1, Title 24, CCR.
 - 3. Verified Reports: Comply with Section 4-336 of Part 1, Title 24, CCR.
- D. Special Inspection Requirements:
 - 1. Comply with Section 4-333(c) of Part 1, Title 24, CCR.
 - 2. Special inspection costs are to be paid by the Owner.
 - 3. Conduct special inspection as per DSA Structural Tests and Inspections Sheet (SSS 103-1).

1.03 TESTING LABORATORY REQUIREMENTS

- A. Comply with Section 4-335 of Part 1, Title 24, CCR.
- B. The Owner shall select the testing Laboratory approved by DSA, Architect, and Structural Engineer.
- C. Sampling and testing shall be performed by properly qualified persons in accordance with American Society for Testing and Materials (ASTM) standards.
- D. Conduct tests as per DSA Structural Tests and Inspections Sheet (SSS 103-1).
- E. Submit one copy of test reports to DSA.

1.04 ADDENDA AND CHANGE ORDERS

- A. Comply with Section 4-338 of Part 1, Title 24, CCR.
- B. Comply with DSA IR A-6.
- C. Obtain DSA approval for changes to code-regulated construction and inspection/testing functions prior to the start of that work. Code-regulated construction refers to work that is regulated by code provisions applicable to public school construction, including those adopted by DSA Structural Safety (DSA/SS), DSA Access Compliance (DSA/AC) and State Fire Marshal (SFM).
- D. Changes can be approved through either the change order (CO) process or preliminary change order (PCO) process. Comply with DSA IR A-6, Sub-paragraph 2.2 - Change Order Process, and DSA IR A-6, Sub-paragraph 2.1 - Preliminary Change Order Process.
- E. Do not begin any work under addendum or change order until required DSA written approval is obtained.

PART 2 – PRODUCTS

Not Applicable.

PART 3 – EXECUTION

Not Applicable.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

- A. This section includes reference standards, abbreviations, symbols, and definitions used in Contract Documents.
- B. Full titles and edition dates are given in this section for standards cited in other sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standards such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to the Contractor since manufacturers and trades involved are assumed to be familiar with their requirements.

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

- A. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code of laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any supplier, Contractor shall report it in writing at once to Inspector, with copies to Construction Manager and Architect, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by the Construction Manager.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, or supplemental instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the Contract Documents and:
 - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 - 2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in the violation of such law or regulation).

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of CLPCCD, Contractor, Construction Manager, or Architect/Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to CLPCCD, Architect/Engineer, Construction Manager, or any of their consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.03 STANDARDS

- A. ACI (American Concrete Institute)
Standard 318, Building Code Requirements for Reinforced Concrete
- B. AISC (American Institute of Steel Construction)
Specifications and Code of Standard Practice for Steel Buildings and Bridges
- C. ANSI (American National Standards Institute, formerly American Standards Association)
Standard C2, NESC (National Electrical Safety Code)
- D. ASTM (American Society for Testing and Materials)
 - 1. C31, Making and Curing Concrete Test Specimens in the Field
 - 2. C42, Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
 - 3. C143, Test Method for Slump of Portland Cement Concrete

- E. IAPMO (International Association of Plumbing and Mechanical Officials)
- F. ICC (International Code Council)
 - 1. Refer to Section 01 41 00 – Regulatory Requirements
- G. NEMA (National Electric Manufacturer's Association)
- H. NFPA (National Fire Protection Association)
 - 1. Pamphlet 1, Fire Prevention Code
 - 2. Pamphlet 13, Sprinkler Systems, Installation
 - 3. Pamphlet 24, Private Fire Service Mains
 - 4. Pamphlet 70, NEC (National Electric Code)
 - 5. Pamphlet 71, Signaling Systems, Central Station
 - 6. Pamphlet 80, Fire Doors and Windows
 - 7. Pamphlet 101, Life Safety Code
- I. UL (Underwriters' Laboratories, Inc.)

1.04 ABBREVIATIONS

- A. Following abbreviations may be used in Contract Documents:
 - AAP Affirmative Action Program
 - ACI American Concrete Institute
 - ADA American Disabled Act
 - AISC American Institute of Steel Construction
 - ANSI American National Standards Institute (formerly American Standards Association)
 - ASI Architect's Supplemental Instructions
 - ASTM American Society for Testing and Materials
 - BIL Basic Insulation Level
 - Cal/OSHA California Occupational Safety and Health Administration
 - CCD Construction Change Directive
 - CCR California Code of Regulations
 - CFR Code of Federal Regulations
 - CO Change Order
 - CPUC California Public Utilities Commission
 - CPM Critical Path Method
 - DSA Division of State Architect
 - HVAC Heating, Ventilating, and Air Conditioning
 - IAPMO International Association of Plumbing and Mechanical Officials
 - ICBO International Conference of Building Officials
 - I.D. Identification
 - JATC Joint Apprenticeship Training Committee
 - JV Joint Venture
 - Kw Kilowatt
 - LBE Local Business Enterprise
 - MBE Minority Business Enterprise
 - M/WBE Minority and Woman-Owned Business Enterprise
 - ml milliliter
 - mm millimeter
 - NEC National Electric Code
 - NEMA National Electric Manufacturer's Association National Electrical Safety Code
 - NFPA National Fire Protection Association
 - PM Preventive Maintenance
 - PR Proposal Request
 - RFI Request for Information
 - RFS Request for Substitution

SFM	State of California, Office of State Fire Marshal
CBC	California Building Code
CFC	California Fire Code
UL	Underwriters' Laboratories, Inc.
CMC	California Mechanical Code
CPC	California Plumbing Code
WOBE	Woman-Owned Business Enterprise
WMBE	Woman/Minority Business Enterprise

B. Additional abbreviations, used only on drawings, are listed thereon.

1.05 SYMBOLS

Symbols, used only on Drawings, are shown thereon.

1.06 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:

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 Site Visit.

ADDITIVE BID: The sum to be added to the Base Bid if the change in scope of work as described in Additive Bid is accepted by CLPCCD.

AGREEMENT: Agreement is the basic contract document that binds the parties to construction Work. The agreement defines relationships and obligations between CLPCCD and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract.

ALTERNATE: Work added to or deducted from the Base Bid, if accepted by CLPCCD.

APPROVED EQUAL: Approved in writing by CLPCCD as being of equivalent quality, utility, and appearance.

ARCHITECT or ARCHITECT/ENGINEER: The person holding a valid California State Architect's license, whose firm has been designated within the Contract Documents as the Architect to provide architectural services on the project. Refer to Section 341, Part 1, Title 24, C. C. R.

When the Architect is referred to within the Contract Documents, and no Architect has been designated, then the matter shall be referred to CLPCCD. The term Architect shall be construed to include all its consultants retained for the project, as well as employees of the Architect. When the designated Architect is an employee of CLPCCD, his authorized representations on the project within the district will be included under the term Architect.

BID: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

BIDDER: One who submits a Bid.

CLPCCD: Chabot-Las Positas Community College District. Unless otherwise expressly indicated or required by the context of usage, the terms "District" and "Owner" as used in the Contract Documents shall be deemed references to CLPCCD.

CLPCCD-FURNISHED, CONTRACTOR-INSTALLED: Items furnished by CLPCCD at its cost for installation by Contractor at its cost under this Contract.

CLPCCD REPRESENTATIVE(S): The person or persons assigned by CLPCCD to be CLPCCD's representatives or, if so designated, agent(s) at the site.

BY CLPCCD: Work that will be performed by CLPCCD or its agents at the CLPCCD's expense.

BY OTHERS: Work that is outside the Scope of Work to be performed by Contractor under this Contract, which will be performed by CLPCCD, other contractors, or other means.

CHANGE ORDER: A written instrument prepared by CLPCCD and signed by CLPCCD 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.

As appropriate, 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.

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

CONTRACT CONDITIONS: Conditions of Contract define basic rights, responsibilities, and relationships of Contractor and CLPCCD and consists of two parts: General Conditions and Supplementary Conditions.

- a. General Conditions are general clauses, which are common to the CLPCCD Contracts.
- b. Supplementary conditions modify or supplement General Conditions to meet specific requirements for this Contract.

CONSTRUCTION MANAGER: CLPCCD's authorized representative, who shall represent CLPCCD in all matters relative to this Contract. Construction Manager may authorize agents and representatives to act in carrying out Construction Manager's duties, including a "Project Manager," to act under the authority of the Construction Manager. As CLPCCD's agent, the Construction Manager is the beneficiary of all contract obligations of Contractor to CLPCCD, including without limitation, all releases, and indemnities. Construction Manager shall not have any personal liability arising from this Contract or any activity there under and Contractor releases Construction Manager fully from all loss, cost, damage, expense or liability arising out of or connected with this Project, whether arising from contract, negligence or tort claims of all kinds.

CONTRACT DOCUMENTS: Contract Documents shall consist of the documents identified as the Contract Documents in Contract Agreement, plus all changes, addenda, and modifications thereto.

CONTRACT MODIFICATION: Either:

- a. a written amendment to Contract signed by Contractor and CLPCCD; or
- b. A Change Order; or
- c. A written directive for a minor change in the Work issued by CLPCCD.

CONTRACT SUM: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by CLPCCD to Contractor for performance of the Work and the Contract Documents. (Also referred to as the CONTRACT PRICE.)

CONTRACT TIMES: The number or numbers of days or the dates stated in the Agreement (i) to achieve substantial completion of the Work or designated milestones and/or (ii) to complete the Work so that it is ready for final payment and is accepted.

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

CONTRACTOR'S EMPLOYEES: Persons engaged in the execution of Work under Contract as direct employees of Contractor, as subcontractors, or as employees of subcontractors.

DATE OF SUBSTANTIAL COMPLETION: Date of Substantial Completion of Work or designated portion thereof is date certified by Construction Manager when construction is sufficiently complete in accordance with Contract Documents for CLPCCD to occupy Work or designated portion thereof for its use for which it is intended.

DAY: One calendar day, unless the word "day" is specifically modified to the contrary.

DEDUCTIVE BID: The sum to be subtracting to the Base Bid if the change in scope of work as described in Deductive Bid is accepted by CLPCCD.

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 it 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 CLPCCD). Construction Manager is the judge of whether Work is defective.

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.

ENGINEER: Where referenced in the Contract Documents, the person holding a valid California State Engineer's license, whose firm has been designated (if any designated) within the Contract Documents as the Engineer to provide engineering services on the project. Refer to section 4-341, Part 1, Title 24, C.C.R.

EQUAL: Equal in the opinion of Architect. The burden of proof of equality is responsibility of Contractor.

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

FINAL ACCEPTANCE or FINAL COMPLETION: All Work satisfactorily completed in accordance with Contract Documents. It includes, but is 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 the Contractor.
- c. All as-built drawings and operations and maintenance manuals and Machine Inventory Sheets having been submitted by Contractor, reviewed by Architect/Engineer and accepted by CLPCCD.
- d. All punch list work, as directed by CLPCCD, having been completed by Contractor.
- e. Generally, all work, except Contractor maintenance after Final Acceptance, having been completed to the satisfaction of CLPCCD.

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.

FURNISH: Supply only, do not install.

INDICATED: Shown or noted on the Drawings.

INSPECTOR: The person engaged by CLPCCD to inspect 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. The inspector is subject to approval by the Architect, CLPCCD and, as appropriate, Division of the State Architect, and he will report to CLPCCD. Refer to section 4-333 and section 4-342, Part 1, Title 24, California Code of Regulations. The terms "Inspector" and "Project Inspector" are used interchangeably in the Contract Documents.

INSTALL: Install or apply only, do not furnish.

LATENT: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.

MATERIAL OR MATERIALS: These words 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.

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

MODIFICATION: Same as Contract Modification.

NOT IN CONTRACT: Work that is outside the scope of work to be performed by Contractor under this Contract.

NOTICE OF AWARD: A written notice given by CLPCCD to lowest responsive, responsible bidder advising that Bidder's bid and other qualifying information is acceptable to CLPCCD, requiring Bidder to fulfill the requirements of Article 1.03 of Document 00600 General Conditions.

NOTICE TO PROCEED: A written notice given by CLPCCD to Contractor fixing the date on which the Contract Time will commence to run and on which contractor shall start to perform Contractor's obligations under the Contract Documents.

OFF-SITE: Outside geographical location of the Project.

OWNER: Chabot Las Positas Community College District (CLPCCD).

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PROGRESS REPORT: a periodic report submitted by Contractor to CLPCCD with progress payment invoices accompanying actual work accomplished to the Project Schedule. See Section 01310 Progress Schedules and Reports, Document 00600 General Conditions.

PROJECT: Total construction of which Work performed under this Contract may be whole or part.

PROJECT MANUAL: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications. The Project Manual is deemed to include and incorporate all matters noted in any Addenda issued by or on behalf of the District during the bidding for the Work.

PROJECT STABILIZATION AGREEMENT: The Contractor or Subcontractor (CONTRACTOR) on this project accepts and agrees to be bound by the terms and conditions of the "Chabot-Las Positas Project Stabilization Agreement," together with any and all amendments and supplements now existing or which are later made by executing the Letter of Assent.

PROVIDE: Furnish and install.

REQUEST FOR INFORMATION (RFI): A document prepared by Contractor, CLPCCD, or Architect/Engineer requesting information from one of the parties regarding the Project or Contract Documents. The RFI system is also a means for CLPCCD and Architect to submit Contract Document clarifications or supplements to Contractor.

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

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.

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.

SHOWN: As indicated on Drawings.

SITE: The particular geographical location of Work performed pursuant to Contract, including staging areas, work areas, storage and laydown areas, access, and parking.

SPECIFICATIONS: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services; and are contained in Divisions 1 through 32.

SPECIFIED: As written in Specifications.

SUBCONTRACTOR: A person or entity who has a direct contract with the 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 neuter 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.

SUBSTANTIAL COMPLETION: The Work (or a specified part thereof) has progressed to the point where, in the opinion of the Construction Manager and the Architect/Engineer as evidenced by a Certificate of Substantial Completion, it 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 is complete and ready for final payment is evidenced by written recommendation of the Construction Manager and the Architect/Engineer for final payment. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

SUPPLEMENTAL INSTRUCTION: A written work change directive to Contractor from Architect/Engineer, approved by Construction Manager, ordering alterations or modifications which do not result in a change in Contract Sum or Contract Times, and do not substantially change Drawings or Specifications.

UNDERGROUND FACILITIES: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: Electricity, gases, steam,

liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

VERIFIED REPORT: A periodic verified report submitted to DSA. Refer to sections 4-336, 4-337 and 4-343, Part 1, Title 24, California Code of Regulations.

WORK: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or providing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all are required by the Contract Documents. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.

- A. 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 CLPCCD or Construction Manager are intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary or proper in judgment of CLPCCD or Construction Manager. 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 CLPCCD or Construction Manager.
- B. Wherever the word "may" is used, the action to which it refers is discretionary. Wherever the word "shall" is used, the action to which it refers is mandatory.

PART 2 – PRODUCTS

Not applicable.

PART 3 – EXECUTION

Not applicable.

END OF SECTION

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References.
- C. Mock-Up.
- D. Inspection and testing - laboratory services.
- E. Manufacturer's field services.

1.02 RELATED SECTIONS

- A. Submission of manufacturers' instructions and
- B. Sections requiring Laboratory Testing:
 - 1. Section 01 33 00 - Submittals: certificates
 - 2. Section 31 00 00 - Earthwork
 - 3. Section 32 12 16 - Asphalt Concrete Paving
 - 4. Section 32 13 13 - Portland Cement Concrete Paving Section xx xx - Concrete Reinforcement
 - 5. Section 03 30 00 - Cast-in-Place Concrete
 - 6. Section 04 22 00 - Concrete Unit Masonry
 - 7. Section 05 12 00 - Structural Steel
 - 8. Section 05 50 10 - Metal Fabrications

1.03 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in the sequence.
- C. If manufacturers' instructions conflict with Contract Documents, request clarification from College Representative before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.04 REFERENCES

- A. Conform to reference standard by date of the issue currently on the date specified in product sections.
- B. Should specified reference standards conflict with Contract Documents, request clarification from College Representative before proceeding.
- C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any referenced document.

1.05 MOCK-UP

- A. Mock-up and sample panels will be performed under various sections and identified as sample panels or mock-ups.
- B. Assemble and erect specified items with specified attachments, anchorage, flashing, seals, and finishes.
- C. Where mock-up has been accepted by College Representative and is specified in the product specification section to be removed, remove mock-up and clear area as directed.
- D. Whereas, mock-up submittals will be submitted until the acceptance by College Representative and Construction Manager.

1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. CLPCCD will appoint, employ, and pay for services of an independent firm to perform inspection and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual specification sections and as required by the College Representative. Promptly notify Construction Manager, College Representative, DSA, Project Inspector, and Contractor of observed irregularities or deficiencies of work or products.

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Quality Control
Section 01 45 00

- C. Reports will be submitted by the independent firm, one copy each, to the Construction Manager, College Representative, Engineer, Division of the State College Representative, Contractor, and Project Inspector. Indicate observations and results of tests and indicate compliance or non-compliance with Contract Documents and Title 24, C.C.R. specifically, each report will include the following:
 - 1. Date issued; date and time of sampling or inspection; date of the test.
 - 2. Project title and number; testing laboratory name, address and telephone number; name and signature of laboratory inspector.
 - 3. Location of sampling or test; temperature and weather condition.
 - 4. Type of inspection or test; identification of product and specification section; results of test and compliance with Contract Documents and Title 24, C.C.R.
 - 5. Perform additional tests as required by College Representative and/or Project Inspector; interpret test results, when requested by College Representative.
 - 6. Special Inspections: as shown on attached Tests & Inspections (T&I) list for each section.
- D. Contractor shall cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 - 1. Notify College Representative 72 hours in advance and/or independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with an independent firm and pay for additional samples and tests required for Contractor's use.
 - 3. Employment of the laboratory shall in no way relieve the Contractor's obligations to perform the work of the contract.
- E. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the College Representative and/or Project Inspector. Payment for retesting will be paid by the Contractor by deducting inspection or testing charges from the Contract Sum on the next scheduled payment.

1.07 MANUFACTURER'S FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of the observer to Construction Manager thirty (30) calendar days in advance of required observations. The observer shall be subject to approval of Construction Manager and College Representative.
- C. Report observations and site decisions or instructions were given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Refer to Section 01 33 00 - Submittals: Manufacturers' Instructions.

PART 2 – PRODUCTS

Not applicable to this section.

PART 3 – EXECUTION

Not applicable to this section.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

This section describes the temporary facilities required for the Project site. The Project site shall be maintained by Contractor as set forth in this section.

1.02 TEMPORARY FACILITIES

- A. Contractor shall obtain permits for, install and maintain in a safe condition, whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures, which may be required to accomplish the work on the Project. Contractor shall enclose and secure Project Site, including lay down area with a temporary chain link fence. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable State and local codes and regulations.
- B. Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the Work it may become necessary for curing and drying of materials or to warm spaces as may be required for the installation of materials or finishes.
- C. Contractor shall provide and maintain any and all facilities that may be required for dewatering so that work may proceed on the Project. If it is necessary for dewatering to occur continually, Contractor shall have on hand whatever spare parts or equipment that may be required to prevent interruption of dewatering.
- D. Contractor shall provide and maintain all utility services necessary to perform the work under this Contract. These may include but are not limited to, temporary electricity, water, gas, sewer, and telephone, including charges and installation fees. Contractor shall furnish and maintain all means of distribution of utility services required within the site to properly complete the Project.
- E. Materials, tools, accessories, etc., shall be stored only where directed by CLPCCD. The storage area shall be kept neat and clean. Security of stored items shall be Contractor's responsibility.
- F. When flammable materials are stored on-site, extra precautions, including clear identification, shall be the responsibility of Contractor.
- G. Contractor shall provide and maintain temporary toilets in quantities and locations as required by CAL/OSHA and other local codes and regulations. They shall be maintained and supplied in a usable and sanitary condition at all times.
- H. If the water at construction site is determined to be non-potable by Inspector, Contractor shall provide and maintain adequate potable water stations at site until completion of the Project.
- I. Contractor shall maintain an office at the Project site, which will be his headquarters for the Project. Any communications delivered to this office shall be considered as delivered to the Contractor. Location and size of office shall be such that it will adequately serve the needs of Contractor's superintendent and assistants in the performance of their duties.
- J. Contractor shall also provide and maintain the following temporary facilities for the duration of the project. Contractor shall obtain approval of the plans and specifications for all the following temporary facilities from Construction Manager prior to delivery to the job site. Construction Manager shall have the option to reject said facilities if they do not meet Construction Manager's needs.
- K. Contractor shall promptly remove all such Temporary Facilities when they are no longer needed for the work or completion of the Project, mutually agreed upon by Contractor and CLPCCD.
- L. Contractor shall provide and maintain in the Temporary Facilities a copy of the California Code of Regulations Title 24 (latest edition) Parts I & II.

1.03 SIGNS

No signs may be displayed on or about CLPCCD's property (except those required by law) without CLPCCD's specific approval; the size, content, and location to be as specified by CLPCCD.

1.04 USE OF ROADWAYS AND WALKWAYS

Contractor shall never block or interfere with the use of any existing roadway, walkway, or other facilities for vehicular or pedestrian traffic, from any party entitled to use it. Wherever and whenever such interference becomes necessary for the proper and convenient performance of the Work, and no satisfactory detour route exists,

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Temporary Facilities

Section 01 50 00

Contractor shall, before beginning the interference, provide a satisfactory detour, including temporary bridge if necessary, or other proper facilities for traffic to pass around or over the interference. Contractor shall maintain the detour in a safe and satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Specifications.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

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Material and Equipment

Section 01 61 00

PART 1 – GENERAL

1.01 SECTION INCLUDES

- A. Products
- B. Transportation and handling.
- C. Storage and protection.

1.02 RELATED SECTIONS

- A. Section 01, 11 00 - Summary of Work.
- B. Section 01, 45 00 - Quality Control: Product Quality Monitoring.

1.03 PRODUCTS

- A. Products: Means 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.
- B. Provide interchangeable components of the same manufacturer, for similar components.

1.04 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions and construction schedules. Coordinate to avoid conflict with work and conditions at the site.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.05 STORAGE AND PROTECTION

- A. 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.
- B. For exterior storage of fabricated products, place on sloped supports, above ground, to prevent soiling and staining.
- C. Provide off-site storage and protection when the site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with an impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- 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.
- H. Provide substantial covering and protection after installation of products from damage due to traffic and subsequent construction operations. Remove when no longer needed.

PART 2–PRODUCTS

Not applicable to this section.

PART 3–EXECUTION

Not applicable to this section.

END OF SECTION

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PART 1 – GENERAL

1.01 SUMMARY

- A. Procedures are described for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the specifications or approved for use in addenda.
- B. Related Sections
 - 1. Section 01 26 00: Contract Modification Procedures
 - 2. Section 01 33 00: Submittals

1.02 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard: Select any product meeting that standard.
- B. For products specified by naming one or more products or manufacturers:
 - 1. Select products of any named manufacturer meeting specifications.
 - 2. For any product or manufacturer, which is not specifically named, submit Request for Substitution (RFS).
- C. For products indicated or specified by naming only one product and manufacturer, followed by the words "no substitution allowed," there is no option.

1.03 SUBSTITUTIONS

- A. No substitutions shall be allowed for District standard systems, products, and/or materials unless approved in writing from the Architect's office five (5) days prior to bid. The entire District Standard systems, products, and/or materials can be found on the District's website at:
<http://www.clpccd.org/facilities/DistrictStandardsandGuidelines-ChabotCollege.php>
- B. Within a period of thirty-five (35) days after Award of Contract, Construction Manager and Architect/Engineer will consider RFS from Contractor. After that period, requests will be considered only when the product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS will 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, 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 CLPCCD for work on the Project).
- C. Submit separate RFS for each product and support each request with:
 - 1. Product identification
 - 2. Manufacturer's literature
 - 3. Samples, as applicable
 - 4. Name and address of similar projects on which product has been used, and date of installation
 - 5. Name, address and telephone number of manufacturer's representative or sales engineer
 - 6. Where DSA approval is required, the product shall be reviewed and approved by DSA
- D. Itemize a comparison of the proposed substitution with the product specified and list significant variations. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed.
- E. State whether the substitute will require a change in any of the Contract documents (or provisions of any other direct contract with CLPCCD 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 the construction schedule.
- F. All variations of the proposed substitute from that specified will be identified in the RFS and available maintenance, repair and replacement service will be indicated.
- G. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract price, 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 Construction Manager and

Architect/Engineer in evaluating the proposed substitute. Construction Manager and Architect/Engineer may require Contractor to furnish additional data about the proposed substitute.

- H. Substitutions will not be considered for acceptance when:
 - 1. They will result in a delay in meeting construction milestones or completion dates.
 - 2. They are indicated or implied on submittals without a formal request from Contractor.
 - 3. They are requested directly by subcontractor or supplier.
 - 4. Acceptance will require substantial revision of Contract Documents.
 - 5. They disrupt the Contractor's job rhythm or ability to perform efficiently.
- I. Substitute products shall not be ordered without written acceptance of Construction Manager and Architect/Engineer.
- J. Construction Manager and Architect/Engineer will determine the acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.
- K. Accepted substitutions would be evidenced by change order or Supplemental Instruction. All Contract requirements apply to Work involving substitutions.

1.04 CONTRACTOR'S REPRESENTATION AND WARRANTY

- A. Requests constitute a representation and warranty that Contractor:
 - 1. Has investigated the proposed product and determined that it meets or exceeds, in all respects, specified product
 - 2. Will provide the same warranty for substitution as for specified product
 - 3. Will coordinate installation and make other changes, which may be required for Work to be complete in all respects
 - 4. Waives claims for additional costs, which may subsequently become apparent
 - 5. Will compensate CLPCCD for additional redesign costs associated with substitution if required
 - 6. Will be responsible for Construction Schedule slippage due to substitution
 - 7. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution, which is subsequently rejected by Construction Manager
 - 8. Will compensate CLPCCD for all costs; including extra costs of Contract, extra cost to other contractors, and any claims brought against CLPCCD, caused by late requests for substitutions or late ordering of products.

1.05 CONSTRUCTION MANAGER'S AND ARCHITECT/ENGINEER'S DUTIES

- A. Review Contractor's RFS within seven (7) working days.
- B. Notify Contractor in writing of the decision to accept or reject requested substitution within seven (7) working days.

1.06 COST OF REVIEW

- A. Construction Manager and Engineer will record the time required in evaluating substitutes proposed or submitted by Contractor. Whether or not Construction Manager or Architect/Engineer accepts the substitute item so proposed or submitted by Contractor, Contractor shall reimburse CLPCCD for the charges of Architect/Engineer and Construction Manager for evaluating each such proposed substitute item.
- B. The CLPCCD reserves the right to waive the requirement of paragraph A above.

PART 2—PRODUCTS

Not used.

PART 3—EXECUTION

Not used.

END OF SECTION

PART 1 – GENERAL

1.01 SUMMARY

This section describes contract closeout procedures, including:

1. Removal of temporary construction facilities
2. Substantial completion
3. Final completion
4. Final cleaning
5. Project record documents
6. Material, equipment, and finish data
7. Project guarantee
8. Warranties
9. Turn-in
10. Release of claims
11. Guaranty and Maintenance Bonds

1.02 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 the installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to a specified condition.

1.03 SUBSTANTIAL COMPLETION

- A. When Contractor considers Work or designated portion thereof as substantially complete, submit written notice, with a list of items to be completed or corrected to Construction Manager.
- B. Within a reasonable time, Construction Manager and College Representative will inspect to determine status of completion.
- C. Should Construction Manager or Architect determine that Work is not substantially complete; Construction Manager will promptly notify Contractor in writing, listing all defects and omissions.
- D. Remedy deficiencies and send a second written notice of substantial completion. College Representative will reinspect the Work. If deficiencies previously noted are not corrected on reinspection, then Contractor shall pay the cost of the reinspection.
- E. When the College Representative determines that Work is substantially complete, Construction Manager will issue a Certificate of Substantial Completion.
- F. Manufactured units, equipment, and systems, which require startup, must have been started up and run for periods prescribed by Construction Manager, College Representative, or College before a Certificate of Substantial Completion will be issued.

1.04 FINAL COMPLETION

- A. When the Contractor considers Work is complete, submit written certification that:
 1. The contractor has inspected Work for compliance with Contract Documents.
 2. Work, except for Contractor maintenance after Final Acceptance, has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected.
 3. Work is complete and ready for a final inspection.
 4. The contractor has achieved all requirements for Final Acceptance as that term is defined in Section 01 41 00 – Regulatory Requirements.
- B. In addition to submittals required by conditions of Contract, provide submittals required by governing authorities and submit a final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When College Representative finds Work is acceptable and final submittal is complete, Construction Manager will issue final change order reflecting approved adjustments to Contract Sum not previously made by Change Order.

1.05 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.
- B. 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.
 - 1. 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.
 - 2. Employ skilled workers for final cleaning.
- C. Clean Site; mechanically sweep-paved areas.
- D. Remove waste and surplus materials, rubbish, and construction facilities from Site.

1.06 PROJECT RECORD DOCUMENTS

- A. General
 - 1. Project Record Documents required include:
 - a. Marked-up copies of Contract Drawings
 - b. Marked-up copies of Shop Drawings
 - c. Newly prepared Drawings
 - d. Marked-up copies of Specifications, Addenda, and Change Orders
 - e. Marked-up Project Data submittals
 - f. Record Samples
 - g. Field records for variable and concealed conditions
 - h. Record information on Work that is recorded only schematically
 - i. Comments to all required DSA documentation
 - j. All approved change orders
 - 2. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 33.
 - 3. Maintenance of Documents and Samples:
 - a. Store Project Record Documents and samples in the field office apart from Contract Documents used for construction.
 - b. Do not permit Project Record Documents to be used for construction purposes.
 - c. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
 - d. Make documents and samples available at all times for inspection by College Representative.
 - 4. CLPCCD will provide one set of sepias and one blue-line set of the construction drawings and one-project manuals for the Contractor's use and copying during construction.
- B. Project Record Drawings
 - 1. Mark-up Procedure: During the construction period, maintain a set of blue-line or blackline prints of Contract Drawings and Shop Drawings for Project Record Document purposes.
 - 2. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements, which 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 building
 - b. Drawings Revisions to details shown on the Contract Drawings
 - c. Drawings Depths of foundations below the first floor
 - d. Locations and depths of underground utilities
 - e. Revisions to routing of piping and conduits
 - f. Alterations to electrical circuitry
 - g. Actual equipment locations
 - h. Duct size and routing
 - i. Locations of concealed internal utilities

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- j. Changes made by Change Order
- k. Details not on original Contract Drawings
- 3. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
- 4. Mark Project Record Drawing sets with a red erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
- 5. Mark important additional information, which was either shown schematically or omitted from Original Drawings.
- 6. Note construction change directive numbers; alternate numbers; Change Order numbers and similar identification.
- 7. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record 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.
 - 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.
- 8. At the time of Substantial Completion, submit Project Record Drawings to Construction Manager for CLPCCD's records. Organize into sets, bind and label sets for CLPCCD's continued use.
- 9. All record documents shall be submitted in an electronic format and hard copy.
- C. Preparation of Documents: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with the College Representative. When authorized, prepare a full set of correct Contract Drawings and Shop Drawings.
 - 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWINGS" in a prominent location on each Drawing.
 - 2. Refer instances of uncertainty to the College Representative for resolution.
 - 3. Review of Documents: Before copying and distributing, submit corrected drawings and the original marked-up prints to the College Representative for review. When acceptable, the College Representative will initial and date each document, indicating acceptance of the general scope of changes and additional information recorded, and of the quality of drafting.
 - a. Documents and the original marked-up prints will be returned to the Contractor for organizing into sets, printing, binding, and final submittal.
- D. Copies and Distribution: After completing the preparation of Project Record Drawings, print three (3) blue-line or black-line prints of each Drawing, whether or not changes and additional information were recorded. Organize the copies into manageable sets. Bind each set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
 - 1. Organize and bind the original marked-up set of prints that were maintained during the construction period in the same manner.
 - 2. Organize Project Record Drawings into sets matching the print sets. Place these sets in durable tube-type drawing containers with end caps. Mark the end cap of each container with suitable identification.
 - 3. Submit the marked-up Project Record Drawings set, and three (3) copy sets to the Construction Manager for CLPCCD's records; the College Representative will retain one copy set.
- E. PROJECT RECORD SPECIFICATIONS
During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Document purposes.
 - 1. 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

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Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, and information on concealed installation that would be difficult to identify or measure and record later.

- a. 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.
 - b. Record the name of the manufacturer, 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 maintenance manuals.
 - c. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
2. Upon completion of mark-up, submit Project Record Specifications to the Construction Manager for CLPCCD's records.
- F. PROJECT RECORD PRODUCT DATA. During the construction period, maintain one copy of each Project Record 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 the 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 the Construction Manager for CLPCCD'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. Each prime contractor is responsible for mark-up and submittal of record Project Record Product Data for its own Work.
- G. MATERIAL, EQUIPMENT, AND FINISH DATA.
1. Provide data for primary materials, equipment, and finishes as required under each specification section.
 2. Submit two (2) sets prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide a typewritten table of contents for each volume.
 3. Arrange by Specification division 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
- H. FINAL AS-BUILT DRAWINGS, SPECIFICATIONS.
1. As-Built Drawings and Specifications are the official record drawing that documents what was constructed

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2. These drawings shall be available to the College Representative and shall be provided to the District upon completion of the work.
3. Requirements:
 - a. One hard copy set of full size (24x36) or (36x48) As-Built Plans, with DSA App #, and "AS-BUILT" stamped on each sheet in red.
 - b. One hard copy set of half-size As-Built Plans, with DSA App #, and "AS-BUILT" stamped on each sheet in red.
 - c. One hard copy set of specifications with "AS-BUILT" stamped on the cover page in red.
 - d. A CD/DVD in PDF and CAD formats (CAD format to be compatible with AutoCAD 2016) with the following naming convention for the CD/DVD cover:
 - i. College Name
 - ii. Project Name
 - iii. DSA Application #
 - iv. Do not check the "read-only" option
 - v. Do not password protect any files

1.08 MISCELLANEOUS PROJECT RECORD SUBMITTALS

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 Construction Manager for CLPCCD's records.

Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:

- a. Field records on excavations and foundations
- b. Field records on underground construction and similar work
- c. A survey showing locations and elevations of underground lines
- d. Invert elevations of drainage piping
- e. Surveys establishing building lines and levels
- f. Authorized measurements utilizing unit prices or allowances
- g. Records of plant treatment
- h. Ambient and substrate condition tests
- i. Certifications received in lieu of labels on bulk products
- j. Batch mixing and bulk delivery records
- k. Testing and qualification of tradespersons
- l. Documented qualification of installation firms
- m. load and performance testing
- n. Inspections and certifications by governing authorities leakage and water-penetration tests
- o. Fire resistance and flame spread test results
- p. Final inspection and correction procedures

1.09 PROJECT GUARANTEE

- A. Neither recordation of final acceptance nor final certificate for neither payment nor provision of the Contract nor partial or entire use or occupancy of the Site by CLPCCD shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.
- B. Requirements for Contractor's guarantee of completed Work are included in General Conditions, Article 1.09. Contractor shall 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 a period of 2 years from date of Final Acceptance, as required by paragraph 13.2 of General Conditions.
- C. CLPCCD may make repairs to defective Work as set forth in paragraph 12.6 of General Conditions, if, within 5 working days after mailing of written notice of defective work to Contractor or authorized agent,

Contractor shall neglect to make or undertake with due diligence repairs; provided, however, that in case of leak or emergency where, in opinion of CLPCCD, delay would cause hazard to health or serious loss or damage, repairs may be made without notice being sent to Contractor, and Contractor shall pay cost thereof.

- D. If, after installation, operation or use of materials or equipment to be furnished under Contract proves to be unsatisfactory to Construction Manager, CLPCCD shall have right to operate and use materials or equipment until it can, without damage to CLPCCD, 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 shall be construed to limit, relieve or release Contractor's, subcontractors' and equipment suppliers' liability to CLPCCD for damages sustained as a 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 CLPCCD 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.

1.10 WARRANTIES AND BONDS

- A. Execute the Contractor's submittals and assemble documents executed by subcontractors, suppliers, and manufacturers.
 - 1. Provide a table of contents and assemble in 8-1/2 inches by 11 inches three-ring binder with durable plastic cover.
 - 2. Assemble in Specification Section order.
 - 3. Provide an electronic copy of all warranties on a thumb drive in PDF format
- B. Submit material prior to final application for payment.
 - 1. For equipment put into use with CLPCCD's permission during construction, submit within ten (10) working days after the first operation.
 - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within ten (10) working days after acceptance, listing date of acceptance as the start of warranty period.
- C. Warranties are intended to protect CLPCCD against the failure of work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures, which 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 a 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 date not less than 365 days 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 Construction Manager for approval before execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
 - 1. Warranty shall be countersigned by manufacturers.
 - 2. Where specified, the warranty shall be countersigned by subcontractors and installers.
- I. Rejection of Warranties: CLPCCD reserves the right to reject unsolicited and coincidental product warranties, which detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship warranty period shall be two (2) years minimum from date of substantial completion of entire Work except where:

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1. Detailed specifications for certain materials, equipment, or systems require longer warranty periods.
 2. Materials, equipment or systems are put into beneficial use of CLPCCD prior to Substantial Completion as agreed to in writing by Construction Manager.
- 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 the Site, together with improvements and appurtenances constructed or placed thereon by Contractor, to CLPCCD 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 the Site 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 the hands of CLPCCD.

1.11 TURN-IN

The contract will not be closed out, and final payment will not be made until all personnel Identification Media, vehicle permits and keys issued to Contractor during prosecution of Work are turned in to CLPCCD.

1.12 RELEASE OF CLAIMS

The contract will not be closed out, and final payment will not be made until the Contract Agreement and Release of Any and All Claims, is completed and executed by Contractor and CLPCCD.

1.13 FIRE INSPECTION COORDINATION

Contractor shall coordinate fire inspection and secure sufficient notice to CLPCCD to permit convenient scheduling.

PART 2 – PRODUCTS

Not applicable to this section.

PART 3 – EXECUTION

Not applicable to this section.

END OF SECTION

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Cutting and Patching

Section 01 73 29

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 DESCRIPTION

- A. Work Included: This Section establishes general requirements pertaining to cutting, fitting, and patching of the work required to:
 - 1. Make several parts fit correctly.
 - 2. Uncover work to provide for installation, inspection, or both of ill-timed work.
 - 3. Remove and replace work not conforming to requirements of the Contract Documents.
 - 4. Remove and replace defective work.

1.3 QUALITY ASSURANCE

- A. Perform all cutting and patching in accordance with pertinent requirements of the specifications and in the event no such requirements are determined, in conformance with the College Representative's written direction. In the absence of either of the previous, the work shall be completed as a minimum to industry standards for the given scope and project.
- B. In all cases, exercise extreme care in cutting operations and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- C. All replacing, patching, and repairing of materials and surfaces cut or damaged in the execution of the work shall be performed by experienced mechanics of the several trades involved. Such replacing, repairing, and/or patching shall be done with the applicable materials, in such a manner that all surfaces so replaced, etc., will upon completion of the work, match the similar surrounding surfaces.

1.4 SUBMITTALS

- A. Request for the College Representative's Consent:
 - 1. Prior to cutting which affects structural safety, submit a written request to the College Representative for permission to proceed with cutting.
 - 2. Should conditions of the work, or schedule, indicate a required change of materials or methods for cutting and patching, notify the College Representative and secure his written permission prior to proceeding.
- B. Notices to the College Representative:
 - 1. Submit written notice to the College Representative and Construction Manager designating the time the work will be uncovered, therefore providing time for the College Representative's observation.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For replacement of work removed, use materials which comply with the pertinent Section of these specifications. If materials are not covered within these documents, products and methods shall be provided and installed to match existing conditions.

2.2 CUTTING AND PATCHING

- A. Employ a skilled and experienced installer to perform cutting and patching.
- B. Submit a written request in advance of cutting or altering elements, which affects:
 - 1. The structural integrity of element.
 - 2. The integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight-exposed elements.
- C. Execute cutting, fitting, and patching, including excavation and fill, to complete Work, and to:

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1. Fit the several parts together, to integrate with other Work.
 2. Uncover Work to install or correct ill-timed work.
 3. Remove and replace defective and non-conforming Work.
 4. Remove samples of installed Work for testing.
 5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.
- D. Execute work by methods, which will avoid damage to other Work, and provide proper surfaces to receive patching and finishing.
- E. Cut rigid materials using masonry saw or core drill.
- F. Restore Work with new products in accordance with the requirements of Contract Document.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain the integrity of wall, ceiling, or floor construction; completely seal voids.
- I. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to the nearest intersection; for an assembly, refinish entire unit.
- J. Identify any hazardous substance or condition exposed during the Work to the College Representative for decision or remedy.

PART 3 - EXECUTION

3.1 CONDITIONS

- A. Inspect existing conditions, including elements subject to movement or damage during cutting and patching.
- B. After uncovering the work, inspect conditions affecting the installation of new work.

3.2 DISCREPANCIES

- A. If uncovered conditions are not as anticipated, immediately notify the College Representative through the Construction Manager and secure needed directions.
- B. Do not proceed in areas of the discrepancy until all such discrepancies have been fully resolved.

3.3 PREPARATION PRIOR TO CUTTING

- A. Provide all required protection including, but not necessarily limited to, shoring, bracing, and support to maintain the structural integrity of the work.

3.4 PERFORMANCE

- A. Perform cutting and demolition by methods which will prevent damage to other portions of the work and will provide a proper surface to receive new installation or repair and new work. Perform fitting and adjustment of products to provide finished installation complying with the specified tolerance and finishes.

- END OF SECTION -

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
 - 1. Marked-up copies of Drawings
 - 2. Marked-up copies of Shop Drawings
 - 3. Newly prepared Drawings
 - 4. Marked-up copies of Specifications, Addenda, Change Orders and CCDs
 - 5. Marked-up Product Data submittals
 - 6. Record Samples
 - 7. Field records for variable and concealed conditions
 - 8. Record information on Work that is recorded only schematically
 - 9. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Section are included in the individual Sections of Divisions 2 through 33.
- D. General Project closeout requirements are included in Section 01 70 00 (Contract Closeout).
- E. Maintenance of Documents and Samples:
 - 1. 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. Maintain Project Record Documents in good order and a clean, dry, legible condition.
 - 4. Make Documents and Samples available at all times for inspection by District.
- F. The district will provide one full-size blueline set of the Drawings and one Project Manual for Contractor's use for recording as-built conditions.

1.02 PROJECT RECORD DRAWINGS

- A. Mark-up Procedure: During the construction period, maintain a set of blueline or blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. 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 these 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
 - b. Revisions to details shown on the Drawings
 - c. Depths of various elements of foundation in relation to main floor level or survey datum
 - d. The 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 the 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. The actual numbering of each electrical circuit
 - h. Field changes of dimension and detail
 - i. Revisions to routing of piping and conduits
 - j. Alterations to electrical circuitry
 - k. Actual equipment locations

- I. Duct size and routing
 - m. Changes made by Change Order or CCD
 - n. Details not on original Contract Drawings
 - 2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
 - 3. Mark Project Record Drawing sets with a red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
 - 4. Mark important additional information that was either shown schematically or omitted from Original Drawings.
 - 5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
 - 6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record 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.
 - 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.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District. When authorized, prepare a full set of correct transparencies of Contract Drawings and Shop Drawings.
 - 1. Incorporate changes and additional information previously marked on print sets. Erase, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT RECORD DRAWING" in a prominent location on each Drawing.
 - 2. Refer instances of uncertainty to District for resolution.
 - 3. Distribution: Whether or not changes and additional information were recorded, organize and bind an original marked-up set of prints that were maintained during the construction period into manageable sets. Bind the set with durable paper cover sheets, with appropriate identification, including titles, dates, and other information on cover sheets.
- C. Distribution of Marked-Up Drawings: Submit three full, bound sets and one digital set in most recent AutoCAD format, the marked-up Project Record Drawings set to District for District's records.
- D. Shop Drawings and Samples: Maintain as record documents; legibly annotate Shop Drawings and Samples to record changes made after review.
- E. In addition to the requirements of this Section, comply with supplemental requirements of Divisions 15 and 16.
 - 1. Divisions 15 and 16 of the Specifications require the preparation of large scale, detailed layout drawings of the Work of those Divisions. These layout drawings are not Shop Drawings as defined by General Conditions, but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate, and integrate the work of the various Sections.
 - 2. Include these layout drawings as part of the Project Record Documents.

1.03 PROJECT RECORD SPECIFICATIONS

- A. During the construction period, maintain one copy of the Project 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 Construction Change Directive 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.

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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 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 maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

1.04 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT RECORD DOCUMENTS

- A. Prior to Substantial Completion of the Work, District will make available to Contractor originals of the Drawings and Specifications, as Microsoft® Word for Windows, and AutoCAD in drawing format (.DWG) files or PDF. Note all changes thereon for the final Project Record Documents and provide one set of mylar reproducibles, one set of revised Specifications and two sets of USB thumb-drive to be submitted to District.
- B. After Substantial Completion and before Final Completion, carefully transfer all data shown on the job set of Record Drawings to the corresponding computer files, coordinating the information as required.
- C. Clearly indicate at each affected detail and other drawings a full description of changes made during construction, and the actual location of items as previously specified.
- D. "Cloud" all affected areas.
- E. Stamp each Record Drawing with the following information:
 1. Project Record Document.
 2. Prepared by: Contractor's name, permanent address.
 3. Date prepared.
 4. Contractor's signature.
 5. District Contract Number.

1.05 PROJECT RECORD PRODUCT DATA

- A. During the construction period, maintain one copy of each Project Record 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 the 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 its own Work.
- B. Material, Equipment, and Finish Data:
 1. Provide data for primary materials, equipment, and finishes as required under each Specification Section.
 2. Submit three (3) hard copy sets and one (1) digital copy, on USB thumb-drive prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide a 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.

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- b. Model or type numbers.
- c. Assembly diagrams.
- d. Operating instructions.
- e. Cleaning instructions.
- f. Maintenance instructions.
- g. Recommended spare parts.
- h. Product data.

1.06 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. A 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
 - 18. Final As-Built Construction Schedule

PART 2 PRODUCTS

NOT APPLICABLE TO THIS SECTION.

PART 3 EXECUTION

3.01 RECORDING

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.

3.02 SUBMITTAL

- A. At the completion of Project, deliver Project Record Documents to District.
- B. Accompany submittal with transmittal letter containing:
- 1. Date
 - 2. Project title and 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.

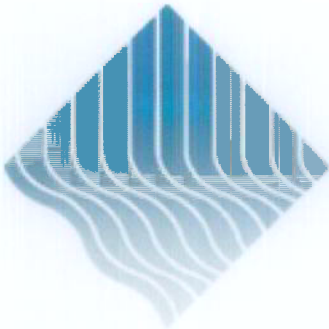
END OF SECTION

TECHNICAL SPECIFICATIONS
FOR
CHABOT COLLEGE
SWIMMING POOL REVITALIZATION

2555 Hesperian Blvd
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DIVISION 1- GENERAL REQUIREMENTS

SECTION 01010- SUMMARY OF WORK

PART 1- GENERAL

1.01 The General Conditions apply to all work of this Section.

1.02 Work Included:

- A. The work is that of the revitalization of an existing 25yd by 50m competitive swimming pool. The scope includes adding VGB compliant main drains, re-plaster and re-tile, topping of adjacent pool decks and cantilever. As a part of this work, the floor inlets (supplies and returns) will be replaced. The gutters and surge tanks will be waterproofed. The deck sealant and expansion joints will be repaired or replaced, and a topping placed over the existing deck to repair cracks, divots, and blemishes. The pool underwater lights will be replaced with LED lights, and the current sports lighting will be re-utilized. The fence surrounding the pool will be removed and replaced with a 5'-0" tall fence with gates for exiting.
- B. Work of this contract generally consists of demolition, installation of new construction, and work required to refinish and modify the fences, deck topping, walkways, exiting, waterproofing replacement, deck joints, and sealant. Finish work as required, and such other items not mentioned that are required by the Contract Documents, law and governmental codes and regulations.
- C. For convenience, the Specifications are divided into sections as outlined in the Table of Contents, but such segregation shall not be considered as limiting the work of any subcontractor trade, and the College will not be responsible for any division of work by subcontracts. Unless otherwise provided, the Contractor shall be solely responsible for all subcontract arrangements of work regardless of the locations of provisions in the Specifications.
- D. Compensation for bid items not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work. There shall be no compensation except for bid items specified in the Bidder's Proposal. The cost of all work in the Contract Documents not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Contract Documents except as provided for in the General Conditions of the Contract for Construction, under "Changes in the Work."

1.03 Contractor Duties:

- A. Construct the work under a single prime contract in strict conformity with the Contract Documents.
- B. Accept the site and the character of the work as they exist on the first day of work under this Contract.
- C. Coordinate the work of employees and subcontractors.
- D. Expedite the work to assure compliance with schedules.
- E. Coordinate the work with that of other contractors and work the by the College.
- F. Comply with the directions of the Architect.

1.05 College-Furnished Products:

A. College Responsibilities:

- 1. Arrange for return of shop drawings, product data, samples, manufacturer's instructions, and certificates, as required to Contractor.
- 2. Arrange and pay for delivery and unloading of the product(s) to site in accordance with, progress schedule.
- 3. Inspect shipments jointly with Contractor.
- 4. Submit claims for transportation and unloading damage.
- 5. Arrange for replacement of damaged, missing explicitly identified or defective items.

B. Contractor Responsibilities:

- 1. Designate needed submittals and delivery date for each product in the progress schedule.
- 2. Receive product(s) at the site. Store until incorporated into work.
- 3. Inspect deliveries, record shortages, damaged or defective items.
- 4. Protect and guard product(s) against damage, theft, and exposure to the elements.

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Section 01010

5. Assemble, install, connect, adjust, the finished product(s) as required under provisions of the Contract Documents.
 6. Repair or replace products damaged or stolen subsequent to the receipt, at no cost to the College.
- 1.06 Permits and Fees: The Contractor shall obtain and pay for all permits, fees, and licenses required by all government agencies and necessary for successful completion of the work. The Contractor shall maintain copies of all required permits on-site and shall, upon request, furnish the College with copies thereof. Excepting those plan check and permit fees from DSA and County Health Department permits - previously paid by College before bidding.
- 1.07 Layout of Work: Field surveys for control of all grading and construction shall be the responsibility of the Contractor. All such surveys, including staking, shall be under the supervision of a licensed surveyor or civil engineer (in the area in which the project is being constructed). Staking shall be performed on all items ordinarily requiring grade and alignment at intervals generally accepted by the agencies and trades involved. Payment for construction survey staking shall be considered as included in the various items of work, and no additional allowance will be made thereof. Benchmark and reference point shall be indicated and provided by the College.

PART 2- PRODUCTS: not used

PART 3- EXECUTION: not used

END OF SECTION

DIVISION 1- GENERAL REQUIREMENTS

SECTION 01300: SUBMITTALS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 The General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Submit to the Architect for review, shop drawings, product data and samples, calculations required under the various sections of these specifications.
2. Prepare and submit with the construction schedule, separate schedule listing dates for submission of shop drawings, product data, and samples are needed for each product.

1.03 Product Handling:

A. Make all submittals of Shop Drawings, Samples, and requests for substitution following the provisions of these Specifications.

B. Design Professional has ten (10) working days to review and return shop drawings or RFI's. All shop drawings will be uploaded for contractor's, and Colleges use to DROPBOX. All stakeholders will be invited to participate. If shop drawing requires College review it will be noted, and Contractor may not proceed until that review is achieved – even if the Architects review is affixed.

PART 2- PRODUCTS

2.01 Schedule of Submittals:

A. Contractor to compile a complete schedule (list) of all submittals required for the project, complete with division and subdivision headings and broken into individual trades. The format shall be 8-1/2" x 11". The schedule shall be in such a form as to allow for notations next to each required submittal including, but not necessarily limited to, submission dates, the action taken, reviews and re-submittal requests. Submit schedule to the College. The Schedule shall be kept current as submittals are made and returned, and an updated copy shall be on hand for review.

2.02 Shop Drawings and Product Information Submittals:

A. Unless otherwise explicitly directed, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its' method of connection and interface to the Work.

B. Submit all Shop Drawings in PDF format, One (1) copy of each Shop Drawing. In the case of Product Information, submit one (1) PDF copy for review. Where contents of presented, product information include data not pertinent to the submittal, clearly indicate which portion is being submitted for review.

C. Submittals are required on all items, ensure the latest and most complete manufacturer's data is available. The Contractor assumes full responsibility for problems which could have been noted on accurate submittals if not furnished.

D. If an item or items specified is not available in time for installation during orderly progress of the Work, so notify the College before bidding. Verify that all items specified will be available for implementation into the Work. Costs of delays because of non-availability of materials will be the Contractor's responsibility and shall not be borne by the College.

E. After review, PDF file will be returned via e-mail to the College for review and approval before being forwarded onto the Contractor, and each party should print the number of copies desired for their records and retain the PDF file. Actual Samples may or may not be returned based on Architect's preference.

F. Submittals shall be identified by project DSA number (04-117818) followed by Specification number (03300) title (Concrete) and date (1NOV2018) - 04-117818 03300 CONCRETE 1NOV2018, and each submittal will contain the entire submittal for the section submitted. Failure to follow these instructions will be cause for rejection.

2.03 Samples:

A. Unless otherwise explicitly directed by the Architect, all Samples shall be of the precise article proposed to be supplied.

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Submittals and Substitutions

Section 01300

- B. Submit all Samples in the quantity which is required to be returned, plus one (1) which will be retained by the Architect.
- 2.04 Calculations:
- A. Where needed, structural calculations shall be performed by a licensed civil or structural engineer, shall be sufficient to show the adequacy of all members and connections to be reviewed. Calculations shall be sealed by a California Licensed Engineer of appropriate classification. Calculations may be submitted in PDF format also.
- 2.05 Colors:
- A. Unless the precise color and pattern are indicated in the Contract Documents, whenever a choice of color or design is available in a specified product submit accurate color charts and pattern charts to the Architect and College for review and selection.
- B. Unless all available colors and patterns have identical cost and identical capabilities, and are identically suitable for the installation, thoroughly describe the relative costs and capabilities of each.
- 2.06 Manuals:
- A. Manuals to maintain and operate equipment installed to be submitted upon completion of the installation, prepare all such manuals in durable 3-ring plastic binders approximately 8-1/2" x 11" in size and with at least the following features:
1. Identification readable through the outside of the cover, stating the general nature of the manual and the project to which it pertains.
 2. Neatly typewritten Index near the front of the manual, furnishing immediate information as to location in the manual of all data regarding the installation.
 3. Complete instruction regarding operation and maintenance of all equipment involved.
 4. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of the Vendors of the parts.
 5. Copy of all guarantees and warranties.
 6. Copy of the reviewed Shop Drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturer's catalog, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.
- C. Unless otherwise explicitly directed by the Architect, provide two (2) identical manuals, deliver one (1) copy of the manual to the College and one (1) copy to the Architect.
- 2.07 Record Drawings:
- A. Clearly delineate on a recordset of Construction Documents where changes have been made by change order, revision or clarification drawings, or where minor changes to the Contract were required because of unforeseen conditions or as may be required by the Architect, prepare accurate Record Drawings (as-built) drawings, indicating all pertinent data and dimensions necessary to adequately describe the contract deviations or conditions including locations of covered work such as location and depths of buried piping for the College's for future use.
- 2.08 Substitutions:
- A. Reference in the Contract Documents to any material, product, or process by name, make or catalog number shall be interpreted as establishing a standard of quality and design intent and not construed as prohibiting substitutions of any other such material, product, or process, provided such substitution is reviewed explicitly by the Architect prior to receipt of bids. Requests for substitutions shall be submitted no later than ten (10) working days before the bid date. If three alternatives are listed for a specific item, substitutions will not be allowed.
- B. Acceptance of substitutions will not relieve the Contractor from responsibility for complying with the Contract Documents and ensuring the item can be incorporated into the work similar to the initially specified item.
- C. At the discretion of the Architect, testing of samples of materials proposed for substitutions may be

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required. The testing shall be done by an independent testing laboratory selected by the College, the costs of which shall be borne by the Contractor.

- D. At the discretion of the Architect, the Contractor may be required to furnish a written guarantee, in addition to that already required, ensuring the satisfactory performance of the proposed substitutes.
- E. All additional labor and materials that may be required for the proper installation of any substitution, or required as a consequence of any substitution, will be provided at no additional cost to the College.
- F. Bids shall be based upon the data given in the Contract Documents, or upon previously approved items or techniques as reviewed equals by the Architect and issued in written addenda format before bidding. Where calculations or shop drawings are required for review, allowance shall be made for meeting the requirements of the Contract Documents and all applicable codes and ordinances.
- G. Bidders may, also, submit separate bids using materials and equipment of other manufacturers, providing the difference in cost is stated for each item proposed to be substituted.
- H. Provide to the Architect all information necessary and required to evaluate proposed substitutions. Do not base bid on the assumptions that material will be reviewed "as equal" by the Architect unless the item has been specifically reviewed for this Work by the Architect before the receipt of bids and issued as part of an addendum.
- I. The Contractor assumes full responsibility that substituted items or procedures will meet the job requirements and is responsible for the cost of redesign and of modifications to this and all other parts of the work caused by substituted items.
- J. Submittals will be checked for general conformance with the design concept of the project, but the review does not guarantee quantities shown and does not supersede requirements to install work correctly. Submittals for proposed alternatives will be judged not only for the acceptability of the items themselves but of the items as they are used under the conditions of this particular project.
- K. Product Substitutions shall be approved by the Architect/Engineer in general responsible charge and by the DSA.

2.09 Addenda

- A. Addenda are revisions to the plans and specifications before opening bids and are supplied to bidders in sufficient time so that the information can be incorporated in the bid. Addenda generally do not include significant design changes but are usually to clarify ambiguous language, correct minor errors, inform bidders of products that do or do not meet specifications, change bid opening dates, etc.
- B. Addenda, when implemented, will be reviewed according to the same criteria as utilized for the plans and specifications (bid documents). All Addenda must be acknowledged by the bidder when the bid is submitted. Addenda will be reviewed and approved in numerical sequence. The contract will not be awarded until issued addenda are recognized, accepted and approved.

2.10 Change Orders (CCD's)

- A. Change Orders are revisions to a construction contract after the contract is awarded. CCD's are issued to correct situations that arise during construction that can include significant design changes.
- B. Review of Change Orders is a two-step process — approval of the Change Order by both the DSA (if initially approved by DSA) as well as the College and Contractor. The Change Order must still be approved by the College, and its cost negotiated with the Contractor by the College who will continue by assessing its necessity, cost, and eligibility.
- C. Change Orders should be submitted for review as soon as possible after the need for a change is evident. Payment for work covered in the Change Order will not be made until the Change Order is approved both by DSA and the College. Since work stoppages are not desired, nor contract delays, it is essential to keep the Inspector & Architect of Record and College fully informed regarding the need for initiation of a written change order.

PART 3- EXECUTION

- 3.01 Identification of Submittals or Substitutions: Completely identify each submittal and re-submittal by showing at

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least the following information:

- A. Name and address of entity submitting information, plus name and telephone number of individuals who may be contacted for further details.
 - B. Name of the project for this Work.
 - C. Drawing number and Specification Section number to which the submittal applies.
 - D. The number of all submittals sequentially, whether this is an original submittal or a re-submittal, and if a re-submittal, what number re-submittal.
 - E. Submit shop drawings incomplete groups by specification reference number by section.
- 3.02 Coordination: Before submittal for review:
- A. Fully coordinate all submittals by determining and verifying all field dimensions and conditions, materials, catalog numbers, and similar data.
 - B. Coordinate as required with all other trades and with all public agencies involved.
 - C. Secure all necessary prior approvals and signify by stamp, or other means, that they have been secured.
 - D. Indicate all deviations from Contract Documents.
- 3.03 Timing of Submittals:
- A. Make all shop drawing submittals within thirty (30) days of the date of the award of the contract for the Work, and far enough in advance of scheduled dates of installation to provide adequate time for all required reviews, both by the Architect and its consultants, for securing necessary reviews, for possible revision and resubmittal, and for placing of orders and ensuring delivery. In scheduling, allow a minimum of ten (10) full working days for review. Cost of delays occasioned by the tardiness of submittals will be back-charged to Contractor as necessary.
- 3.04 Architect's Review:
- A. The Architect's review will be only for conformance with the design concept and with the information given in the Contract Documents. The Architect's review of Shop Drawings and Samples shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submitting and the Architect has reviewed the specific departure, nor relieve the Contractor from responsibility for errors and omissions in the Shop Drawings and Samples. Should the Architect be required to review any submittal more than twice due to the inadequacy of the submittal and to no fault of the Architect, the Contractor shall render to the Architect, the direct cost for review of all subsequent re-submittals.
- 3.05 Compliance with Reviews:
- A. Do not commence any portion of the Work requiring Shop Drawings or Samples until the submittal is reviewed. All such Work shall be in accordance with the reviewed Shop Drawings and Samples. The Architect is under no obligation to review shop drawings for work or products after they are incorporated into the work without review.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS**SECTION 01400: QUALITY CONTROL****PART 1 - GENERAL**

1.01 General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. This Section outlines requirements covering testing and laboratory services and inspections required throughout the construction of the project. This Section is complementary to the General Conditions, and supplementary General Conditions and nothing herein shall be considered to waive any requirements included therein.

B. Testing Laboratory Services:

1. The respective Sections of these specifications contain detailed requirements for materials testing and inspections to be performed by an approved testing laboratory acceptable to the DSA.
2. All costs incurred for testing and laboratory services shall be paid for by the College. However, should re-testing be required in the opinion of the College's Representative, the Contractor shall pay all costs of re-testing by way of reimbursement to the College.
3. The testing laboratory shall report the results of all tests, in writing via e-mail as a PDF file, simultaneously to the following: Architect, Geotechnical Engineer, Civil Engineer, Structural Engineer, Contractor, DSA Inspector, DSA.

1.03 Quality Assurance:

- A. Codes and Standards: Testing, when required, shall be in accordance with all pertinent codes and regulations and according to the standards of the American Society for Testing & Materials (ASTM).
- B. Qualifications of the Testing Laboratory: The testing laboratory will be qualified and approved by the College in accordance with ASTM E-239-70 "Recommended Practice for Inspection and Testing Agencies for Concrete and Steel Used in Construction."

1.04 College's Responsibilities:

- A. The college will select an independent testing laboratory to perform inspections, sampling, and testing of materials as specified in each Specification Sections.
- B. The college will pay for all initial testing and laboratory services as described within the Contract Documents as required by Code.
- C. When the initial tests indicate non-compliance with the Contract Documents, the costs of all subsequent re-testing occasioned by non-compliance shall be deducted by the College from the Contract Sum.

1.05 Contractor's Responsibilities:

- A. Cooperate with testing and laboratory personnel, provide access to work, arrange access to manufacturer's operations.
- B. Provide laboratory preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish copies of mill test reports.
- D. Provide casual labor and facilities for access to work being tested; obtain and handle supplies at the site; facilitate inspections and tests; provide facilities for laboratory's exclusive use for storage and curing of test samples.
- E. Coordinate requests for testing by the testing laboratory, notify testing laboratory at least two (2) working days in advance of operations, to allow for assignment of personnel and scheduling of tests.
- F. Pay for additional laboratory inspections, sampling and, testing required for Contractor's convenience and when initial tests indicate that work does not comply with Contract Documents.
- G. Ensure all tests and inspections required by codes or ordinances or by a plan approval authority and made by a legally constituted authority (i.e., DSA IOR or inspector) or in the Contract Documents.
- H. When required in individual Specifications Sections, submit the manufacturer's certificate, executed by responsible officer, certifying that products meet or exceed specified requirements. Provide

- certification as shop drawing.
- 1.06 Testing Laboratory Responsibilities:
- A. Perform specified inspections, sampling, and testing of materials and methods of construction, comply with prescribed standards. Determine compliance with, ments of Contract Documents.
 - B. Provide prompt notification of irregularities or deficiencies of work observed during testing or inspections.
 - C. Perform additional inspections and tests required by the Architect or Engineer.
 - D. After each inspection and test, promptly submit copies of laboratory report to the paragraph 102.B.3 above. Reports are to include: Date issued, project title and number, name of inspector, date and time of sampling or inspection, identification of product and Specification Section(s), location in the project, type of inspection or test, date and results of the test when requested by the Architect or Engineer and provide interpretation of test results.
 - E. Testing Laboratory shall have no authority to release, revoke, alter, or enlarge on requirements of Contract Documents; approve, accept, or stop any portion of the work or perform any duties of the Contractor.

PART 2- PRODUCTS: not used

PART 3- EXECUTION: not used

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01500: TEMPORARY FACILITIES AND CONTROLS

PART 1- GENERAL

1.01 The General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included: Temporary facilities and controls required for this work include but are not limited to; temporary utilities such as water, electricity, and telephone; storage sheds; haul roads; enclosures such as tarpaulins, barricades, and canopies; sanitary facilities; scaffolding and safety equipment. All such temporary facilities shall be located for convenience and safety and maintained in a safe and clean condition, until completion of the Contract, then removed from the site and disposed of as required or as directed.

1.03 Compliance with Codes and Regulations:

A. Compliance with all requirements of pertinent safety regulations as described in the General Conditions of the Contract for Construction and shall include, but not necessarily be limited to: Federal Occupational Health Administration (OSHA) and latest edition, Uniform Building Code (with California Amendments) and ADA (American Disability Act).

1.04 Product Handling:

A. Use all means necessary to maintain all temporary facilities and controls in a proper and safe condition throughout progress of the work. In the event of damage or loss, immediately make all repairs and replacements necessary and at no additional cost to the College.

PART 2- PRODUCTS

2.01 Temporary Utilities:

A. General: Provide and pay all costs for all utilities required for the performance of the work. Provide safe distribution of services necessary to the job areas for the use of all trades.

B. Temporary Water: Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.

C. Temporary Electricity: Furnish and install all necessary temporary wiring; furnish and install distribution boxes within 100 feet of each portion of the work so located that the individual trades may use their construction-type extension cords to obtain adequate power and lighting at all points where required by inspectors and for safety.

D. Telephone: Project Superintendent must be accessible via a cellular phone.

2.02 Access Facilities: The Contractor shall provide access facilities to the construction area as are necessary and required for carrying out the work, and the same shall be kept passable at all times. Contractor shall be responsible for any damage to streets, curbs, and sidewalks due to the use of such facilities, and such damaged portions shall be repaired as required to place them in the same condition as existed before the commencement of the work. Contractors shall comply in every respect with applicable Building Codes regarding the use of public streets and sidewalks and provide the proper barricading and lighting of public thoroughfares surrounding the construction activities.

2.03 Enclosures, Tarpaulins, Barricades and Canopies: Furnish, install, and maintain for the duration of construction, all required scaffolds, tarpaulins, barricades, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety regulations. Also, it is recommended that all existing improvements which are not to be altered or removed be protected utilizing temporary barricades or other suitable means.

2.04 Pumping: Keep the site, excavations, and structures free of accumulation of water at all times, whether from underground seepage, rainfall, drainage, or broken utility lines at no expense to the College.

2.05 Sanitary Facilities: Furnish and install all required temporary toilet buildings with sanitary toilets for the use of all workmen. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction. Maintain in a clean condition at all time – secure toilets in non-work hours from vandalism.

2.06 Fire Protection: Temporary fire extinguishers shall be provided and available at the job site following the

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Temporary Facilities and Controls

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appropriate NFPA Bulletins and good practice.

- 2.07 On-site construction trailer/office with power to serve for meetings, office, and IOR/DSA inspector office. Office to have conference table with chairs for meetings, plan rack and whiteboard.

PART 3- EXECUTION

3.01 Special Conditions of the Site:

- A. The area to be set aside for the use of the Contractor is indicated on the Drawings as "Limit of Work." Except for sub-surface utility work, curb and gutter, temporary roads and any other work correctly shown or noted, the Contractor shall confine his exterior operations within the limits-of-work so indicated.
- B. Work shall not proceed for the site or buildings until all temporary work such as utilities, barricades, field office, and sanitary facilities are provided and placed for use.
- C. Parking of vehicles by construction personnel shall be limited to areas outside the limits-of-work in locations as designated by the College.

3.02 Material Storage and Protection:

- A. During the progress of the work, products and materials shall be neatly stored following the appropriate manufacturer's recommendations and shall be appropriately cared for and protected from weather, vandalism, and theft.
- B. All installed products and materials shall be adequately protected until the College accepts the Project.

3.03 Conditions at the Site:

- A. The Contractor shall make all necessary inspections of the job site and of the work to be fully aware of the conditions of all temporary facilities and controls at all times.
- B. The Contractor shall take all steps necessary to prohibit any part of the premises, the buildings, or structures from being overloaded by setting thereon any material or equipment, or performing thereon any of his work, which could cause any loss, damage, and injury to person or property.
- C. The Contractor shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Architect.

- 3.04 Removal: Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as the progress of the work will permit.

- 3.05 Restoration of Areas: Upon completion of the project, all temporary facilities shall be removed from the site, and all areas not otherwise improved but which were adversely affected by the Contractor's work shall be returned to their original condition.

- 3.06 Final Site Clean-up: Before final inspection, thoroughly clean the entire site and restore to a neat, acceptable condition. Remove from the site all construction waste and unused materials, dunnage, loose rock and stones, excess earth, roots, weeds, and all debris of any description resulting from the work including any ferrous objects such as nails and bolts. Hose down and scrub where necessary all new concrete and asphalt pavement and paved walks, and all existing concrete and asphalt pavement and walks dirtied as a result of the work. Thoroughly remove mortar drippings from concrete walks and other surfaces, where they occur – do not power spray concrete decks or finishes with high pressure sprayer or acid wash.

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01600: MATERIALS AND EQUIPMENT

PART 1 - GENERAL

- 1.01 Division 1 and the General and Supplementary General Conditions apply to all work of this Section.
- 1.02 Description:
- A. Work Included: All requirements and procedures covering material and equipment to be utilized in the project work. This Section is complementary to the General Conditions, and supplementary General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.
- 1.03 Facility and Equipment:
- A. The Contractor shall provide, install, maintain and operate a complete and adequate facility for the handling, execution, disposal, and distribution of all material and equipment required for the proper and timely performance of all work connected with the Contract.
- 1.04 Delivery and Storage of Materials:
- A. Deliver all manufactured materials in the original packages, containers or bundles (with the seals unbroken) bearing the name or identification mark of the manufacturer.
 - B. Deliver fabrications in as large assemblies as practicable, and where specified to be shop-primed or shop-finished they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.
 - C. Store all materials in such manner as necessary to adequately protect same from damage. Materials or equipment damaged by handling, weather, dirt or from any other cause will not be acceptable.
 - D. Store material to cause no obstructions, stored off sidewalks, roadways and underground services. The Contractor shall be responsible for protecting all materials and equipment furnished under the Contract.
 - E. When any room in the project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to such use. Location of such storage space shall be subject to approval of the College.
- 1.05 Workmanship:
- A. Where not more specifically described in any of the various Sections of these specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operation as intended).
 - B. All work shall be executed by mechanics skilled in their respective lines of work.
 - C. When completed, all parts shall have been durably and substantially built and shall present a neat, skillful appearance.
- 1.06 Substitution of Materials:
- A. When a specific manufacturer, trade name or material is specified or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use material other than that specified, he shall request approval of such substitution, in writing, to the Architect. According to Section 01300, 2.08, A
 - B. Submittals for review of substitute materials shall contain sufficient information, descriptive brochures, drawings, samples, or other data as is necessary to provide direct comparison to the specified materials. Each submittal shall be well marked and proposed substituted items identified as to type and kind of items being submitted. It is the sole responsibility of the bidder to submit complete descriptive and technical information so that a proper appraisal can be made. Lack of adequate information is sufficient cause for rejection. References to catalogs not included in submittal will not be acceptable.
 - C. Interferences: Substitutions of materials shall not be proposed unless a thorough check is made of all related items and potential obstructions, revised arrangements and other changes that may result.

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Prepare drawings of revised equipment and piping arrangements caused by substitutions. Such drawings shall be equal in quality to the Contract drawings. The cost of supplying drawings shall be included by the Contractor in his estimate of proposed substituted materials.

- D. Responsibility: A Contractor offering a substitution shall accept responsibility for its effect on the work of all trades, including any possible delays in the completion time of project. All costs of change in the work of other trades and drawings, etc., affected by inclusion of Contractor requested substitutions shall be paid by the Contractor seeking approval of such substitutions.
 - E. If alternate materials are not reviewed favorably and included specifically by addenda to all plan holders of record, specific substitution may only be offered by Contractor, as an option, at the time of bidding. This offer shall be on the Contractor's letterhead and shall state the type of substitution in detail together with a net addition to or deduction to the base bid. The bid form is deemed to have only items included that are in the plans and specifications or addenda. Do not place any non-reviewed alternate materials in the bid.
 - F. Award of the Contract in accordance with contract documents requires that the specified materials and equipment shall be furnished and installed.
 - G. Unless specifically submitted and reviewed under 01300 or 1.06, E above, substitutions will not be considered.
- 1.07 Material Reference Standards:
- A. Where material is specified solely by reference to standard specifications the Contractor shall, if requested, submit to the Architect, for review, data on all such material proposed to be incorporated into the work of the Contract listing the name and address of the vendor, the manufacturer or producer, and the trade or brand names of such materials.

PART 2 – PRODUCTS: not used

PART 3 – EXECUTION: not used

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01700: PROJECT CLOSEOUT

PART 1- GENERAL

- 1.01 The General Conditions and Supplementary General Conditions apply to all work of this Section.
- 1.02 Description:
 - A. Work Included: The work includes, but is not necessarily limited to, performing all operations necessary for and properly incidental to closing out the project and assisting in the final inspection as hereinafter specified.
- 1.03 Final Completion:
 - A. When the Contractor considers the work complete, submit a written request to the College for review. By submittal of an application, Contractor certifies that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been completed following the Contract Documents and is ready for inspection.
 - 3. Equipment systems have been tested, adjusted, balanced, and are fully operational.
 - 4. As-built documents are complete.
 - 5. Maintenance, Warranty & Guarantee manual is complete.
 - B. Submit request a minimum of five (5) working days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during the contract period to complete inspections and any corrections.
 - C. Should review find work find it incomplete, the Contractor will be notified in writing, and listing observed deficiencies.
 - D. Contractor shall remedy listed deficiencies and send an additional request for final inspection. At the College's option, a re-review of the work to identify other deficiencies, if any, may be required. College's costs associated with re-review(s) are subject to provisions of Article 1.04 of this Section.
 - E. When College confirms work is complete, and closeout submittals as referred to in Article 1.05 of this Section are provided, Architect will notify Contractor as directed by College of date of completion in writing.
- 1.04 Re-reviews:
 - A. Should status of completion of work require re-review(s) by Architect or College due to failure of work to comply with Contractor's claims on initial inspection, College may deduct the amount of compensation for re-review services from final payment to Contractor. Observed deficiencies over ten (10) will be reason for re-review. (Punch-List items)
 - B. Inspections initiated at the request of the College will not be subject to the provisions of this Article.
- 1.05 Closeout Submittals:
 - A. Project Record Documents
 - B. Operation and Maintenance Data
 - C. Warranties and Guarantees
 - D. Spare Parts and Maintenance Materials
 - E. Evidence of Payment and Lien Releases along with a list of all subcontractors which contributed labor or materials to the project.
 - F. Other data and materials as may be required in individual Sections of the Specifications.
 - G. Letter of Certification from Civil Engineer/Licensed Surveyor regarding the exact length of competitive distances in pool. (75'-1")
- 1.06 Application for Final Payment:
 - A. Apply for the final payment following provisions of the Contract for Construction.

PART 2- PRODUCTS: not used

PART 3- EXECUTION: not used

END OF SECTION

DIVISION 1 - GENERAL REQUIREMENTS

SECTION 01740: WARRANTIES & GUARANTEES

PART 1- GENERAL

1.01 The General Conditions and Supplemental General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included: The work includes, but is not necessarily limited to, performing all operations necessary for and properly incidental to compiling all required and incidental warranties as requested in the various sections contained within the project manual or as hereinafter specified. All Warranties are initiated with College occupancy, not with shipping.

B. Guarantee and Warranty of work performed.

1. If warranty work or re-installation is performed or required, based on the improper installation of new material – warranty will be extended on that item by four (4) additional years.

1.03 Form of Submittal:

A. Provide duplicate copies, on Contractor's and Manufacturer's letterhead.

1. Assemble documents executed by subcontractors, installers, suppliers, and manufacturers.

2. Warranty Form: Form shall not detract from or confuse the Contract Documents.

a. Warranty shall be countersigned by the Manufacturer.

b. Where specified, the warranty shall be countersigned by the subcontractor and installer.

c. Submit final warranties before final application for payment.

1.04 Warranties:

A. Warranties are intended to protect the College against the failure of the work and deficient, defective and faulty materials and workmanship, regardless of the source.

1. Remove and replace work that is damaged as a result of a failure, or which must be removed and replaced to provide access or correction of warranted work.

2. After correction of warranted work, reinstate warranty for corrected work to date of original warranty expiration, but not less than half the initial warranty period.

3. Replace or restore failing warranted items without regard to anticipated useful service lives.

B. Warranties should include those requested in individual specification sections as well as those herein indicated:

1. Pool Tile – warranty against de-lamination for three years.

2. Pool Plaster – two-years labor and parts, replacement if failure in less than one (1) year from date of College Occupancy.

3. All other work will have a one (1) -year warranty as required by the State of California.

PART 2- PRODUCTS: not used

PART 3- EXECUTION: not used

END OF SECTION

DIVISION 2 - SITE WORK

SECTION 02050: DEMOLITION

PART 1- GENERAL

1.01 Division 1 and the General Conditions and Supplementary General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Demolition and removal of existing pool plaster and tile, preparation of existing pool decking for topping, and structures requiring movement to allow for the work or as indicated on the Drawings.
2. Removal of existing guardrails and handrails and any existing deck equipment requiring removal, storage or re-use or removal if so indicated.

B. Site Visitation:

1. In preparing a proposal, visit the site, carefully examine the Drawings and Specifications, and determine that the work can be executed appropriately following the Contract Documents. No allowance will be made for any error through negligence in observing the site conditions.

PART 2- PRODUCTS: Not Used

PART 3- EXECUTION

3.01 Treatment of Existing Facilities:

- A. Protection: Use necessary procedures, caution, and covering to protect from damage, existing facilities, equipment and accessories not noted to be replaced or restored. Maintain existing utilities traversing the project site in operating condition.
- B. Replacement: In the event of damage, immediately notify the College, and make all repairs and replacements necessary to meet the review of the Architect without change in contract amount or time.

3.02 Removal of Debris:

- A. All items noted for demolition shall be immediately removed from the project site and hauled and dumped in compliance with all local codes and regulations, including payment of any associated fees.

3.03 Safety Barricades:

- A. Provide substantial barricades around and at all areas and openings as soon as such areas and opportunities are created. Barricades must be adequate to block access and give warning to the general public.

3.04 Clean-up:

- A. Upon completion of the work of this Section, immediately remove all broken concrete, debris, dirt, dust, and rubbish occasioned by this work.

3.05 Pool Maintenance: Pool Draining is to be accomplished by the Contractor.

END OF SECTION

DIVISION 2 - SITEWORK**SECTION 02832: METAL FENCES AND GATES****PART 1 - GENERAL**

- 1.01 Division 1 and the General Conditions apply to all work of this Section.
- 1.02 Description:
- A. Work Included:
 - 1. Providing metal fences.
 - 2. Providing metal gates.
- 1.03 Quality Assurance:
- A. Qualifications:
 - 1. Perform shop welding on the premises of a fabricator licensed and inspected by DSA.
 - 2. Perform welding by welders approved and certified in accordance with requirements of AWS -- all welds to be inspected by the IOR.
 - B. Reference Standards:
 - 1. "AISC Steel Construction Manual".
 - 2. "Code for Arc and Gas Welding in Building Construction", AWS D1.0 of the American Welding Society.
 - 3. "Metal Finishes Manual", of the National Association of Architectural Metal Manufacturers (NAAMM).
 - 4. "Metal Bar Grating Manual", of the National Association of Architectural Metal Manufacturers.
 - 5. "Surface Preparation Specification, Vol. 2", of the Steel Structures Painting Council (SSPC).
- 1.04 Submittals:
- A. Submit complete shop drawings to the Architect for review in advance of fabrication.
 - 1. Show dimensions, sizes, thicknesses, gauges, finishes, joining/welds, attachments and relationship to adjacent work.
 - 2. Where welded connections, concrete inserts, and other items are required to receive other work, show exact locations required.
 - 3. For standard manufactured items, submit work sheets showing illustrated cuts of items to be furnished, scale, details and dimensions.

PART 2 - PRODUCTS

- 2.01 Materials:
- A. Galvanized rolled carbon steel shapes and steel plates: ASTM A36.
 - B. Galvanized carbon steel tubing: ASTM A500 Grade A, or ASTM A501 seamless.
 - C. Carbon steel pipe: ASTM A53, Type 53, Type E or S, Grade A or A120, black or galvanized as indicated.
 - D. Stainless steel bolts: ASTM A304.
 - E. Welding rods: Conform to AWS requirements for intended use.
 - F. Galvanized concrete inserts as required.
 - G. Shop prime-coat paint: Conform to either FS TT-P-86 Type II for lead free/alkyd type paint or to FS TT-P-645 for zinc chromate type paint.
 - H. Touch up for galvanized surfaces: All State #321 Galvanizing Power (30% tin, 30% zinc, 40% lead and flux) as manufactured by All State Welding Alloys Company, or Speed Galvanized by W.D.L. Company, or equal.
 - I. Non-shrink grout: Master Builders "Embedco", Mix a Hallemite Manufacturing Company, "Por-Rok" or equal.
 - J. Metal enamel: FS TT-P37C.

PART 3 - EXECUTION

3.01 Fabrication:

- A. Conform to requirements of the referenced standards.
 - 1. For manual welding, use low hydrogen type E7015 and E7016 electrodes.
 - 2. Weld preheat shall be determined from Mill Reports showing the chemical composition of the reinforcement.
- B. Shop prime all ferrous items to 1 mil dry coat thickness after fabrication, deburring and grinding smooth welds and rough spots. Touch up after installation. Leave in proper condition to receive finish painting.
- C. If ferrous items are shop primed and deliver to job site more than one (1) day before final paint application, all-metal things shall be field primed with "Rustabloc" as manufactured by Dunn-Edwards Company.
 - 1. Do not paint rebar and steel surfaces to be embedded in or bonded to concrete.
- D. All welds shall be 360 degrees and continuous unless otherwise specified.

3.02 Coordination with Other Work:

- A. Examine drawings and specifications and include all miscellaneous metalwork, which is not distinctly specified in other sections.
- B. Provide all connections, anchors, bolts, welding cutting, punching, drilling, tapping, or other connecting required to fit miscellaneous metal with other work.
- C. Provide items to be installed by other trades well in advance, to permit proper sequencing and scheduling of work.

3.03 Installation:

- A. Miscellaneous metal work shall be free from defects that would impair strength, durability, and appearance.
- B. Erect plumb, straight, true, and accurately fit in place. Brace, reinforce, and anchor in place. Grind all field welds.
- C. Provide non-shrink grouting of all frames, plates, sills, bolts, and other items not designated to be done by others.
- D. Conceal all connections in the finished work, where possible. Exposed screw connections shall be Allen-head screws matching the materials they fasten.
- E. Set railing standards true and upright in properly positioned sleeves, then brace to position and cement in place with molten lead or quick-setting cement as specified in sub-heading 2.01-l.
- F. Protect all dissimilar metals from galvanic corrosion by pressure tapes, coatings, or isolators.
- G. After erection, clean off all rust, scale, and oil. Clean field welds, bolts, and abraded areas. Touch up all areas with the same material as used for the shop coat, leaving all surfaces ready to receive finish coats.
- H. Apply two finish coats of exterior metal enamel to metal surfaces, color as indicated on construction detail or material schedule.

3.04 Repair of Defects:

- A. All defective or damaged work shall be replaced, removed, and repaired at no cost to the Contractor.

3.05 Clean Up:

- A. Clean up and remove from the site all unused materials and debris resulting from the performance of this work not less than once a week or the last working day each week. All trash shall be removed entirely from the project site and disposed of legally.

END OF SECTION

DIVISION 7 - THERMAL AND MOISTURE PROTECTION

SECTION 07900: JOINT SEALANTS

PART 1 - GENERAL

- 1.01 Division 1 and the General Conditions apply to all work of this Section.
- 1.02 Description:
 - A. Work Included:
 - 1. Preparing sealant substrate surfaces.
 - 2. Sealant and backing.
- 1.03 References:
 - A. ASTM D1056 - Flexible Cellular Materials - Sponge or Expanded Rubber.
 - B. ASTM C804 - Use of Solvent-Release Type Sealants.
 - C. ASTM 962 - Guide for the use of Elastomeric Joint Sealants.
 - D. FS TT-S-001657 - Sealing Compound, Single Component, Butyl Rubber Based, Solvent Release Type.
- 1.04 Submittals:
 - A. Submit product data under provisions of Section 01300.
 - B. Submit product data indicating sealant chemical characteristics, performance criteria, limitations, and color availability.
- 1.05 Quality Assurance:
 - A. Manufacturer: Company specializing in manufacturing the products specified in this Section with minimum of five years documented experience.
 - B. Applicator: Company specializing in applying the work of this Section with minimum of three (3) years documented experience, approved by sealant manufacturer.
 - C. Conform to Sealant and Waterproof Institute requirements for materials and installation.
- 1.06 Environmental Requirements:
 - A. Do not install solvent curing sealants in enclosed spaces.
 - B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.
 - C. Protect installed sealant until cured.

PART 2 - PRODUCTS

- 2.01 Manufacturers:
 - A. Manufacturers and products are listed for each sealant type.
 - B. Substitutions: Under the provision of Section 01300.
- 2.02 Sealant:
 - A. Polysulfide Based Sealant Thiokol based: (Pool Decks & Pool Expansion Joints) Compound shall be two-part, chemically curing type, supplied in ready-to-use form. Compounds shall be non-toxic and non-staining. Colors shall match adjacent surfaces (Grey or white). Use self-leveling pour grade where possible in flatwork joints and as shown on drawings. Use gun grade on vertical and undersides of concrete cast-in-place components – typ. - Sealant shall conform to ASTM C-920, Type M, Grades NS, Class 25. (IT-S-00227E or IT-S-00230C, Type I-pourable, or II gun-grade, Class A).
 Note: Sealant used in flatwork paving with heavy pedestrian traffic shall be of the type to cure to a durometer hardness of 50 to 60 or better. Submit sample to prior installation. (IT-S-227E, Class B).
 Primer: use Sealtight P/G Primer or equal.
 - B. The underside of cantilever must be sealed with gun-grade Deck-O-Seal or equal.
 - C. See Section 03300 for expansion joint material
 - D. Use gun grade product of similar manufacture on the face and underneath cantilever
- 2.03 Accessories:
 - A. Primer: Non-staining type, recommended by sealant manufacturer to suit the application.

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

PART 3 - EXECUTION

3.01 Examination:

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

3.02 Preparation:

- A. Clean and prime joints in accordance with the manufacturer's instructions. Prime if recommended by manufacturer.
- B. Remove loose materials and foreign matter which might impair adhesion of the sealant.
- C. Verify that joint backing and release tapes are compatible with sealant.
- D. Perform preparation in accordance with ASTM C804 for solvent release sealant, and C962 for elastomeric sealants.
- E. Protect elements surrounding the work of this Section from damage or disfiguration.

3.03 Installation:

- A. Install sealant in accordance with the manufacturer's instructions.
- B. Measure joint dimensions and size materials to achieve the required width/depth ratios.
- C. Install joint backing to achieve a neck dimension no greater than 1/3 the joint width.
- D. Install bond breaker where joint backing is not used.
- E. Apply sealant within the recommended application temperature ranges. Consult manufacturer when sealant cannot be applied within these temperature ranges.
- F. Install sealant free of air pockets, foreign embedded matter, ridges, and sags.
- G. Tool joints concave, unless otherwise detailed.

3.04 Cleaning and Repairing:

- A. Clean work under provisions of Section 01700.
- B. Clean adjacent soiled surfaces.
- C. Repair or replace defaced or disfigured finishes caused by work of this Section.

3.05 Protection of Finished Work:

- A. Protect sealant until cured.

3.06 Schedule:

	Location	Type	Color
A.	Exterior Concrete Joints	Poly-sulfide	gray or tan (just one)

END OF SECTION

DIVISION 1-GENERAL REQUIREMENTS

SECTION 03301 – CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

- 1.01 The General Conditions apply to all work in this Section.
- A. Work Included:
- 1.02 Provide labor, materials, and equipment as required to install cast-in-place concrete as indicated on the Drawings and herein specified.
- 1.03 Quality Assurance:
- B. All Work of this Section shall be performed by the swimming pool contractor/subcontractor. (Pool Contractor to be licensed by the State to accomplish swimming pool construction).
- C. References:
1. Provide a list of five projects of similar scope accomplished by the contractor for review. Before Bidding.
- D. Qualifications of Workers:
1. The contractor/subcontractor for this portion of the Work shall have been successfully engaged in the business of cast-in-place concrete for at least five (5) years immediately before commencing this work, and shall demonstrate to the approval of the Architect that its' record of workmanship is satisfactory.
 2. For actual construction operations, use only thoroughly trained and experienced workers completely familiar with the materials and methods specified.
 3. Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the materials and methods specified, and who shall direct all Work performed under this Section. Submit a resume of designee.
- 1.04 Submittals and Substitutions:
- A. Provide submittals of concrete mix designs, admixtures & catalog cuts of curing compound in conformance with requirements of Division 1 of this Project Manual.
- 1.05 Product Handling:
- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials undercover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the cast-in-place concrete before, during, and after installation and to protect the installed work and materials of all other trades.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary upon review of the Architect.

PART 2 - PRODUCTS

- 2.01 Concrete:
- A. All concrete, unless otherwise specifically permitted by the Engineer, shall be transit-mixed in accordance with ASTM C94.
- B. The control of concrete production shall be under the supervision of a recognized testing agency, selected by the Architect in accordance with Division 1 of the Specifications.
- C. Quality: All concrete shall have the following minimum compressive strengths at twenty-eight (28) days and shall be proportioned within the following limits:
1. Pool Slab, Footings, and Foundations:
 - a. 4,500 psi. minimum compressive strength.
 - b. 3/4" maximum size aggregate.
 - c. 6.00 minimum sacks of cement per cubic yard.*
 - d. 4" maximum slump.

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2. Decks and Walkways:
 - a. 3,000 psi. minimum compressive strength.
 - b. 3/4" maximum size aggregate.
 - c. 6.00 minimum sacks of cement per cubic yard.*
 - d. 4" maximum slump.

**For estimate only: to be determined by mix design. (Fly Ash is not an acceptable admixture nor substitute for Portland Cement).*

- D. Cement:
1. All cement shall be Portland Cement conforming to ASTM C-150, type V, and shall be the product of one manufacturer. Water cement ration shall not exceed .45 – verify requirement in soil report.

- E. Aggregates:
1. Shall conform to "Standard Specifications for Concrete Aggregates," ASTM C33, except as modified herein.
 2. Coarse Aggregate: Clean sound washed gravel or crushed rock. Crushing may constitute not more than 30% of the total coarse aggregate volume. Not more than 5% flat, thin, elongated or laminated material nor more than 1% deleterious material shall be present. 1" aggregate graded from 1/4" to 1", fineness modulus 6.90 to 7.40. 1-1/2" graded from 1/2" to 1-1/2", fineness modulus 7.80 to 8.20.
 3. Fine Aggregate: Washed natural sand of hard, durable particles and shall contain not more than 1% of deleterious material, fineness modulus 2.65 to 3.05.

- F. Water:
1. Clean, fresh, free from acid, alkali, organic matter, or other impurities liable to be detrimental to the concrete (potable).

- G. Admixtures:
1. Admixtures shall be used only upon review of the Architect.
 2. Air-entraining admixture: Conform to ASTM C260.
 3. Water-reducing admixture: Conform to ASTM C494.

2.02 Forming Materials:

- A. Use no less than 2"x 6" lumber for forming concrete decks.

2.03 Curing & Sealing Materials:

- A. Protect freshly deposited concrete from premature drying and maintain without drying at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
- B. Pool Slab: During the curing period, protect the concrete from damaging mechanical disturbances; particularly load stresses, heavy shock, and excessive vibration. Protect all finished concrete surfaces from damage caused by construction equipment, materials, or methods. No liquid curing compounds are to be used.
1. Protect freshly deposited concrete from premature drying and maintain without drying at a relatively constant temperature for the period of time necessary for the hydration of the cement and proper hardening of the concrete.
 2. Curing shall immediately follow the finishing operation. Keep concrete continuously moist for at least seven days using one of the following materials or methods.
 - a. Ponding or continuous sprinkling.
 - b. An absorptive mat of fabric continuously wet.
 - c. Sand or other covering kept continuously wet.
 3. Prevent rapid drying (hydration) of the concrete at the end of the curing period.
- C. Pool decks and flatwork: Curing shall immediately follow the finishing operation.
1. Spray apply the curing compound at a rate of 300-400 sq ft per gallon in a uniform film immediately upon finishing and texturing of concrete, do not wait for concrete surface to dry.

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2. Foot traffic shall be restricted for a minimum of 12hrs allowing the curing compound to dry.
3. During the curing period, protect the concrete from damaging mechanical disturbances, particularly load stresses, heavy shock, and excessive vibration. Protect all finished concrete surfaces from damage caused by construction equipment, materials or methods
4. Sinak Cure 1000 Water-Based Lithium Silicate concrete curing compound -Clear or approved equal

2.04 Protection::

- A. Protect all finished surfaces from stains, sealant tracking, or abrasions. Protect surfaces or edges by leaving forms in place or by providing temporary covers. Protect all concrete from rain, flowing water or mechanical injury.
- B. Protect floor slabs and decks from the dropping of plaster, paint, dirt chemicals and another marring by covering with polyethylene plastic sheet, well lapped and sealed. Maintain covering in good condition until danger of damage is passed.
- C. Do not set scaffolding up over new decking without submitting a plan for protection of concrete from scaffold and work above.

2.05 Construction:

- A. Place construction joints where required. Only and, unless otherwise noted, located at mid-span of structural beam and slab pours. See drawings for locations of construction joints in slabs-on-grade and in topping pours.
- B. Submit plan as shop drawing for the proposed location of all and construction joints and obtain approval of same before construction. Additional reinforcing may be required at some construction joints and shall be supplied and installed at no additional cost.
- C. All reinforcing shall be continuous through control joints. No concrete pour shall be longer than 100 feet. Provide expansion joints, doweled expansion joints, and shear keys as detailed. Reinforcing is not continuous through expansion joints without dowels.

2.06 Cement Grout and Drypack:

- A. Cement Grout: Mix 1 part by volume of Portland Cement, 1/2 part by volume of water and fine aggregate enough to make mixture flow under its' own weight.
- B. Drypack: Mix 1 part by volume of Portland Cement, 1/2 part by volume of water and fine aggregate enough to make a stiff mix that will mold into a ball. Mix no more than can be used in 30 minutes.

2.07 Expansion Joints: (Use 1/2" Thickness by the depth of concrete being placed).

- C. Use self-expanding cork expansion joint as manufactured by WR Meadows. Prefomed from selected cork particles and bonded together with an insoluble resin. Resistant to acids and alkalis is flexible, waterproof, and light in color. It will not extrude when compressed to 50% of its original thickness and will recover to approximately 95% when released. Use same material (cork) in doweled expansion joints.

PART 3 - EXECUTION

3.01 Surface Conditions:

A. Inspection:

1. Before all work of this Section, carefully inspect the installed work of other trades and verify that all such work is completed to the point where this installation may adequately commence.
2. Verify that all items to be embedded in concrete are in place, and that concrete may be placed to the lines and elevations shown on the Drawings, with all required clearance from reinforcement. Pulling reinforcement into position after pouring is not allowed.
3. Verify that all engineered fill is in place and compacted to the proper density.

B. Discrepancies:

1. In the event of a discrepancy, immediately notify the Architect.

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2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 3. Failure to notify the Architect in writing, of discrepancies, shall constitute acceptance of existing conditions as fit and proper to receive the Work.
- 3.02 Conveying & Placing Concrete:
- A. Before placing concrete, mixing, and conveying equipment shall be well cleaned, and the forms and space to be occupied by concrete shall be thoroughly cleaned and wetted. Groundwater shall be removed until the completion of the work as a part of the work if required.
 - B. No concrete shall be placed in any unit of work until all formwork has been completely constructed, all reinforcement has been secured in place, all items to be built into concrete are in place, and form ties at construction joints tightened.
 - C. Concrete shall be conveyed from mixer to place of final deposit in such a way to prevent the separation or loss of ingredients. It shall be placed as nearly as practicable in its' final position to avoid re-handling or flowing. Concrete shall not be dropped freely where reinforcing bars will cause segregation, nor shall it be dropped freely more than six (6) feet. Use tremies, spouts, and dump boxes in deep sections. Vibrators are not acceptable for facilitating concrete transport.
 - D. Concrete shall be tamped and spaded to insure proper compaction into all parts of forms and around reinforcement. A mechanical vibrator shall be used to thoroughly compact the concrete. Vibration must be by direct action in the concrete and not against forms or reinforcement.
- 3.03 Construction Joints:
- A. Construction joints to be provided at locations and in the manner shown on the Drawings. The Contractor shall notify the Architect before pouring concrete if in his opinion construction joints as located will not allow concrete to be free from cracking.
- 3.04 Slab Finishes:
- A. General: Concrete slabs shall be compacted and screeded uniformly to grades shown. Push large aggregates below the surface with a screen tamper, screed and bull float. As soon as the surface becomes workable, it shall be wood floated; then steel troweled to a uniform and smooth, true surface with a neat and workmanlike manner.
 - B. Finishes:
 1. Pool floor and walls: Heavy broom finish.
 2. Decks/Walkways: Medium broom finish.
- 3.05 Protection and Curing:
- A. Concrete shall be protected from damaging action of the elements and defacement of any nature during construction.
 - B. All forms must be kept wet to prevent drying out of the concrete.
 - C. All concrete surfaces, including footings, must be kept wet for at least seven (7) days after concrete is placed. (Pool floor & walls).
 - D. Apply the appropriate curing procedure to decks and walkways, as specified in 2.03 of this Section, immediately after finishing slabs. The application shall be as specified by the manufacturer.
- 3.06 Form Removal:
- A. Take care in removing forms so that surfaces are not marred or gouged and that corners are true, sharp and unbroken.
 - B. No steel spreaders, ties or other metal shall project from or be visible on any concrete surfaces.
- 3.07 Defective Work:
- A. Cut out, remove and replace, or repair to meet the review of the Architect, concrete not meeting minimum strength requirements, not formed as indicated, not true, plumb or level, not to required elevations, containing cracks detrimental to performance or appearance, containing shavings, debris or with honeycombs or voids.

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- B. Promptly perform work required to repair, patch, replace, render properly cleaned surfaces or otherwise make good any defective concrete, at Contractor's expense, including all-expense of additional inspections, tests, or supervision made necessary as a result of defective concrete.
- 3.08 Clean-up:
- A. Upon completion of cast-in-place concrete, remove all debris, materials, and equipment occasioned by this Work.

END OF SECTION

DIVISION 5 - METALS**SECTION 05520: STEEL RAILINGS AND HANDRAILS****PART 1 - GENERAL**

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

- A. Work Included: All labor, materials, equipment, and services necessary to fabricate, furnish and erect all-steel railings and handrails including anchors, brackets, etc., as indicated or specified.
- B. Substitutions: In accordance with Section 01300.
- C. Submittals: Submit complete shop details and erection diagrams in accordance with Section 01300. Such shop details and erection diagrams shall give all pertinent information of construction methods proposed, together with all required dimensions for the proper attachment with adjacent surfaces.

PART 2 - PRODUCTS

2.01 Materials:

A. Quality Required:

- 1. Structural steel shapes and plates shall conform to ASTM A-36.
- 2. Steel plates to be bent or cold-formed shall conform to ASTM A-283, grade C.
- 3. Steel bars and bar-size shapes shall conform to ASTM A-306, grade 65, or ASTM A-36.
- 4. Steel tubing shall conform to ASTM A-501.
- 5. Gray iron castings shall conform to ASTM A-48, class 30.
- 6. Malleable iron castings shall conform to ASTM A-47, grade as selected.
- 7. The steel pipe shall conform to ASTM A-53, type as selected, grade A, standard weight (schedule 40).

2.02 Fabrication:

- A. Work shall comply with the standard specifications, rules, and practice of the AISC as described in the "Steel Construction Manual." Form and fabricate the work to meet installation conditions. Include accessories to adequately secure the work in place. Verify dimensions, requirements and existing limitations, upon which the work of this section might be contingent. Make provisions to connect with or to receive the work specified in other Sections.

2.03 Prime Coat:

- A. Clean all metalwork of grease, rust, mill scale, and other foreign matter, and give a coat primer and paint (see Section 099000).

PART 3 - EXECUTION

3.01 Workmanship:

- A. Fabricate and erect all work using only skilled workers. Make all connections between members, unless otherwise indicated, by the use of welds or bolts. Conceal connections in finished work where possible. Exposed screw fastenings, where required, shall be Phillips oval head screws to match material in which they are used. Accurately member or miter exposed joints with hairline joints. Grind all welds in finished surfaces smooth. Welding shall be done by the shielded arc method. No identifying marks shall remain exposed.

3.02 Steel Railings:

- A. Furnish and install all steel railing at locations indicated. Include all plates, angels, brackets, sleeves, etc., required.
- B. Railings shall be smooth, with all projections and corners ground smooth. Welds shall be flush type, neatly and substantially done, with fillets dressed to a uniform radius, with all excess metal removed and welds ground smooth. Return all rail ends to walls.
- C. Install all posts, and vertical members plumb within 1/8" of vertical. Install longitudinal members parallel with each other and with floor surfaces or slope of stairs to within 1/8" per 10 running feet. Centerlines of all members within each run shall lie in the same vertical plane.

END OF SECTION

DIVISION 8 - DOORS AND WINDOWS

SECTION 08710: FINISH HARDWARE

PART 1 - GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Furnish all finish hardware required to complete the work as indicated on the Drawings and as herein specified.
2. Furnish all trim, attachments, and fastenings specified or required for proper and complete installation.
3. Include all hardware under this Section of the Specifications that are not specified in other Sections, whether or not such hardware is herein scheduled.
4. Gate Hardware

1.02 General Requirements:

- A. Where finished shape or size of members taking hardware is such as to prevent or make inappropriate the use of the exact types specified, suitable types shall be furnished having as nearly as practicable the same operation and quality as the type specified.
- B. Proper kind and type: The hardware shall be the appropriate kind for its required use and shall fit its intended location perfectly. Should any hardware, as specified, fail to meet the intended requirements or require any modifications to suit the planned position, this matter, or any other necessary advance information, shall be brought to the attention of the architect for correction or advice in ample time to avoid delay in the manufacture and delivery of the hardware.
- C. To ensure proper placement and fit, all hardware in connection with gates shall be made to template. Templates or physical hardware items shall be furnished to manufacturers concerned and shall be supplied sufficiently in advance to avoid delay in the work.
- D. Warranty: All hardware except closers shall be warranted for two years from date of Substantial Completion. Closers shall be warranted for ten (10) years. Defects in materials and workmanship occurring during the warranty period shall be corrected to the complete satisfaction of the College.

1.03 Submittals:

A. Submit under Section 01300.

B. Hardware list:

1. Within 30 days after award of contract, prepare and submit a hardware list to the architect for review.
2. The list shall identify each hardware item by manufacturer, manufacturer's catalog number, and exact location in work for each gate.
3. Hardware list shall be in a suitable vertical format to facilitate review by the architect.
4. Review of the hardware is part of the work to ensure that the hardware supplier is responsible for furnishing the job complete, with all devices required for each gate to function correctly per Code.
5. The hardware supplier shall provide to the College a copy of purchase orders showing the date of placing the hardware order.

C. Samples:

1. Submit, when requested by the College, physical samples of each item of hardware proposed in work.
2. Samples will be returned on the request of and at the expense of the Contractor.

D. Catalog Cuts:

1. Submit catalog cuts of every item furnished for this project.
2. Show all finishes, sizes, catalog numbers, and pictures.

E. Templates:

1. Furnish the following items to the various subcontractors responsible for the installation of, or preparation for installation of, hardware furnished under this section.

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- a. Printed templates.
 - b. Actual hardware.
- 1.04 Regulatory Requirements:
- A. Comply with the following:
 - 1. California Building Code (CBC) 2010 Edition.
 - 2. National Fire Protection Association (NFPA) Life Safety Code 101 and Fire Doors and Windows Code 80, 2007 Edition.
 - 3. Applicable State, local codes, laws, regulations and handicapped requirements.
- 1.05 Standards:
- A. Comply with the following as applicable:
 - 1. Underwriters' Laboratories, Inc. (UL) Standards.
 - 2. American National Standards Institute (ANSI).
- 1.06 Minimum requirements for hardware:
- A. Door Hardware
 - 1. All hardware for accessible and exiting doors shall meet the requirements of CBC Section 11B.
 - 2. Hand-activated door opening hardware, handles, pulls, latches, locks and other operating devices on accessible doors shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 pounds (22.2N). CBC Section 11B.404. Hardware shall be centered between 30 inches and 44 inches above the floor per CBC Section 11B.308. Latching and locking doors that are hand-activated and which are in a path of travel shall be operable by lever-type hardware, panic bars, push/pull activating bars, U-shaped handles or other hardware designed to provide passage. Locked exit doors shall operate as above in egress direction.
 - 3. Opening Door Force: Maximum operating force required to push or pull open a door shall not exceed: 5 LBF (22.2N) for exterior doors and 5 LBF (22.2N) for interior doors. Required fire doors shall have the minimum opening force allowable by the DSA authority, not to exceed 15 LBF (67N). Push or pull force for a hinged door shall be measured perpendicular to the door face at the door opening hardware or 30 inches from the hinges side, whichever is farther from the hinge. CBC Sections 11B table 404.2.4.1
 - 4. Door closers, when provided, shall have sweep period adjusted so that from an open position of 7- degrees, the door will take at least 3 seconds to move to a point 3 inches from the latch, measured to the leading edge of the door. CBC 11B, 404.2.8 & 2.9
 - 5. Thresholds shall comply with CBC Sections 11B,303 – The floor or landing shall not be more than ½" lower than the threshold of the doorway. Change in level between ¼ inch and ½" inch shall be beveled with a slope of no greater than one unit vertical in 2 units horizontal (50 percent slope). Change in level greater than ½ inch shall be accomplished utilizing a ramp. See Section 11.303.2 & .3
 - 6. Floor stops shall not be located in the path of travel and 4 inches maximum from walls. DSA Policy 99-08
 - 7. Hardware (including panic hardware) shall not be provided with "night Latch" (NL) function for any accessible doors or gates unless the following conditions are met per DSA Interpretation 10-08 DSA/AC (External), revised 4/28/09. Such conditions must be demonstrated and indicated in the specifications:
 - Such hardware has a "dogging" feature
 - b. It is dogged during the time the facility is open
 - c. Such "dogging" operation is performed only by employees as their job function (non-public use).
 - 8. Panic hardware shall comply with CBC Section 11B
 - 9. Panic hardware shall be so mounted (centered between 36 inches and 44 inches above

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finished floor as recommended) that the clear width of the exit way is not less than 32 inches measured between the face of the door and the opposite stop. CBC Section 1133B.2.2 and Figure 11B-5B.

10. The unlatching force of panic hardware shall not exceed 15 pounds (67 N), applied in the direction of travel. CBC Section 11B
11. Maneuvering clearances at doors. Minimum maneuvering clearance at doors shall be as shown in Figures 11B-26A, 11B-26B, and 11B-26C. The floor or ground area within the required clearances shall be level and clear. The level area shall have a length opposite the direction of door swing of 48 inches as measured at right angles to the plans of the door in its closed position. The width of the level area on the side to which the door swings shall extend 24 inches past the strike edge of the door for exterior doors and 18 inches past the strike edge of the door for interior doors. With 24 inches being preferred.
12. Smooth Surface. The bottom 10 inches of all doors except automatic and sliding doors shall have a smooth, uninterrupted surface to allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition. Where narrow frame doors are used, a 10 inch high smooth panel shall be installed on the push side of the door, which will allow the door to be opened by a wheelchair footrest without creating a trap or hazardous condition. See Figure 11B-29 of CBC 2013 ed.

in the tests (in addition to the door requirements above shall:

1. Gates in the path of travel must comply with door requirements. CBC Section 11B.404
2. Hand-activated gate opening hardware, handles, pulls, latches, locks and other operating devices on accessible gates shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. The force required to activate controls shall be no greater than 5 pounds (22.2N). CBC 11B.309. Hardware shall be centered between 34 inches and 48 inches above the floor per CBC Section 11B.308
3. The lever of lever-actuated latches or locks shall be curved with a return to within ½ inch of the (face of) gate to prevent catching on the clothing or persons. California Referenced Standards Code. T-24 Part 12, Section 12-10-202, Item (F). & CBC Section 11B.404
4. The bottom 10 inches of an accessible gate shall have a smooth, uninterrupted surface on each side. The bottom of the gate shall be within 3 inches of the finished surface of the path of travel. The maximum effort to operate a gate shall not exceed 5 LBF (22.2 N). CBC 11B, 404.2.8 & 2.9 & 404.2.10

PART 2 - PRODUCTS

2.01 Finish of Hardware:

- A. The finish of hardware scheduled is BHMA 629, bright stainless steel. Substitution of BHMA 625, bright chrome, is not acceptable, except where otherwise specified.
- B. Special care shall be taken to coordinate the finish of the various manufacturers to ensure an acceptable uniform finish.
- C. The finish of all hardware shall match the finish of the locksets unless otherwise specified.

2.02 Lock Uniformity:

- A. Except where otherwise specified, all locksets, latch sets, and parts shall be by one single manufacturer.

2.03 Lock Strikes:

- A. All lock strikes shall be boxed and shall have a lip of sufficient length to protect the trim and jamb.

2.04 Keying and Master Keying:

- A. All padlocks and cylinders shall be keyed as directed by the College.
 1. Keying system shall be coordinated with College before placing the lock order.
- B. Individual room keys shall not be stamped with a plain identification number. All keys shall be stamped "DO NOT DUPLICATE."
- C. All grandmaster, master keys, change keys, and permanent cores shall be delivered to the College via FedEx from Manufacturer.

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- D. Furnish and install 6-pin standard core cylinders with all necessary cylinder collars and cams.
- 2.05 Gate Hardware:
- A. Hand of lock shall be as indicated on the Drawings. If the gate hand is changed during construction, the Contractor shall make necessary changes in hardware at no additional expense to the College.
- 2.06 Hinges:
- A. Unless otherwise specified, provide steel hinges with (NRP) and non-rising pins. Provide three (3) hinges for each 6'-0"
- B. Furnish hinges of sufficient throw.
- 2.07 Locks:
- A. Except where otherwise specified, all locks and latches and parts shall be by one manufacturer. Locksets to be Schlage series L9000 of 06L design unless otherwise directed by College.
- B. All locks shall be of such construction that when locked, the door may be opened from within by using the lever and without the use of a key or special knowledge.
- C. All locks shall have box strikes and lips long enough to protect the trim. All to have 3/4" throw, 3-piece anti-friction latch bolt.
- 2.08 Gate Closers: & Limiters
- A. All gate closers shall be installed per manufacturers testing procedures.
- B. Provide drop brackets, mortise shoes, and long arms as required.
- C. All closers shall be fully adjustable for spring setting, with latch, sweep speeds, back check and backcheck positioning valves.
- D. Closer force shall be adjustable from 2 through 6 on exterior doors and 1 through 4-1/2 on interior doors, to meet requirements of ADA.
- E. Comply with CBC 11B, 404.2.8 & 2.9: closers shall be adjusted so that from a 90-degree open position it requires a minimum of 5 seconds to close to the 12-degree position. The force to push or pull shall be 5 lbs maximum.
- 2.09 Kick Plates:
- A. Unless indicated otherwise, kick plates shall be 18 gauge stainless steel, 10" x 2" less than door width. All shall be furnished beveled four edges (B4E.)
- 2.10 Door Stops and Holders:
- A. Place door stops in such a position that they permit maximum door swing but do not present a hazard of obstruction.
- B. Furnish stops of proper height to engage doors or levers.
- 2.11 Fastenings:
- A. Furnish finish hardware with necessary screws, bolts and other fasteners of suitable size and type to anchor the hardware in position.
- B. Furnish fastenings where necessary with expansion shields, toggle bolts, hex bolts, and other approved anchors, according to the material to which hardware is to be applied and the recommendations of hardware manufacturer.
- C. Furnish fastenings which harmonize with hardware as to material and finish.
- 2.12 Gate Requirements:
- A. Regulatory and Code Gate requirements.
1. Install closing (self-closing) device on every gate.
 2. Install self-latching hardware on the gate.
- 2.13 Hardware mounting heights:
- A. Location of Hardware shall be as follows unless otherwise indicated to comply with ADA.
1. Door levers centered 38" above floor.
 2. Door pulls, centered 42" above floor.
 3. Push plates centered 45" above floor.
 4. Cylinder deadlocks centered 52" above floor.
 5. The crossbar of panic bolt centered 39 13/16" above floor or verify with manufacturer template.

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6. Hinges, 5" below top of the gate and 5" above threshold and centered on gate.

PART 3 - EXECUTION

3.01 Inspection:

- A. The hardware supplier shall make such inspections as he deems necessary, or upon request from the Architect, to assure himself that all items are correctly installed and in proper operating condition.
- B. At the completion of job, he shall certify in writing to the Architect, that the Work of the finish hardware is correct and proper and in compliance with the Specifications.

3.02 Protection/Adjustment:

- A. All finish hardware shall be protected from injury during and after application and until Substantial Completion of building.
- B. Shortages of items and/or incorrect items (based on Drawings and Specifications in effect at the time of bidding) shall be furnished and/or replaced with correct material at no additional cost to Owner.
- C. Adjustments and inspection:
- Any hardware improperly installed shall be removed and reinstalled at the Contractor's expense.
 - After the work, a final review shall be done by the Hardware Supplier or his Agent.

3.03 Hardware Schedule:

Note; the balance of material provided by Gate Manufacturer. Purpose of cane bolts are to hold gates in the open position; cane bolts are to be raised and locked in the raised. Retracted position at all other times, not to be lowered when gates are in the closed position.

For Gate Hardware see plans, these specifications will take precedence over gate details. The object is to have a fully functioning – accessible gate with all required hardware.

HW-1 GATE

EACH OPENING TO HAVE (PAIRED GATES)

2 EXIT DEVICE	AX-PA-99E0-WH	636 VON
2 ANTI-VADAL PULL	1097HA-SP-NC	630 TRM
2 GATE BOX	K BX4152	HOT DIP GALV KEE
2 GATE CLOSER	PHD-3300 SERIES	HOT DIP GALV PFG
2 CANE BOLT		HOT DIP GALV

HW-2 GATE

EACH OPENING TO HAVE

1 EXIT DEVICE	AX-PA-99E0-WH	626 VON
1 EXIT DEVICE	AX-PA-99NL-OP X 110NL X WH	626 VON
1 ANTI-VADAL PULL	1097HA-SP-NC	630 TRM
1 WIRELESS LEVER TRIM	ETPDN-51-ET-SIC-26D-V99	626 ALM
1 RIM CYLINDER	20-057-ICX	626 SCH
1 PERMANENT CORE	23-030 (EVERST D125)	626 SCH
1 GATE BOX	K BX4152	HOT DIP GALV KEE
1 GATE BOX	K BXED-ETPDLV99	HOT DIP GALV KEE
1 GATE CLOSER	PHD-3300 SERIES	HOT DIP GALV PFG
1 PORTAL GATEWAY	AL-IME2-POEP	ALM lock
1 EXPANDER	AL-IME2-PIE	ALM lock

END OF SECTION

DIVISION 9: FINISHES

SECTION 09221 - SWIMMING POOL PLASTER

PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

- A. Work Included: All preparation of swimming pool structures and labor and materials required to provide swimming pool plaster as indicated on the Drawings and herein specified. Phases of the work include the surface preparation of the concrete vessel before receiving plaster. The process consists of an application of an initial plaster bond coat as well as the application of a plaster finish coat. Proper surface preparation is essential to the work; no plaster shall be applied until all surfaces have been inspected and approval is given to proceed.
- B. Preparation of existing concrete by removal of old plaster and fiberglass (if present) surface removal to provide a positive bonding between any existing concrete pool vessel and the application of new plaster. The creation of a bondable surface or "tooth" must be provided. Removal of 90 percent or more of the existing plaster by utilizing a jackhammer and/or sandblasting techniques, then significantly roughening all remaining surfaces through distressing the concrete surfaces to receive plaster and the application of a bond coat.
- C. Thoroughly clean the concrete surface of any plaster laitance and disposing of same. Cleaning to be done with a high-pressure washer. Wetting of surface to be plastered just before placement of plaster is also required.

1.03 Quality Assurance:

- A. All Work of this Section shall be performed by the swimming pool contractor/subcontractor. (C-53)
- B. Qualifications of Workers:
 - 1. The installer for this portion of the Work shall have been successfully engaged in the business of swimming pool plastering for at least five (5) years immediately before the commencement of this work, and shall demonstrate to the College's Representative a record of satisfactory workmanship.
 - 2. For actual plastering and finish operations, use only thoroughly trained and experienced plasterers completely familiar with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the materials and methods specified, and who shall direct all Work performed under this Section.
- B. Standards: Swimming pool plaster shall be designed to comply with the published standards of the State and Local Health Department as they apply to the material and services furnished herein. In addition, meet requirements of applicable portions of most current editions of the following:
 - 1. ASTM: American Society for Testing Materials.
 - 2. CCR-T19: California Code of Regulations- Title 19, Public Safety.
 - 3. CCR-T21: California Code of Regulations- Title 21, Public Works.
 - 4. CCR-T22: California Code of Regulations- Title 22, Health and Safety.

1.04 Submittals:

- A. Provide submittals in accordance with Section 01300.
 - 1. A list of materials to be incorporated into the work by brand name, descriptive data, catalog number, brochures, or descriptive literature to identify the specified material and its proportion.

1.05 Product Handling:

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials as unopened containers undercover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after

installation and to protect the installed Work and materials of all other trades.

- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary upon review of the College's Representative.

1.06 Environmental Conditions:

- A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when the prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain, by all means, necessary until the plaster has set.
- C. Do not install plaster during wind greater than ten mph and, if wind commences after plastering has begun, immediately protect the plaster from wind, by all means, necessary until the plaster has set.

PART 2 - PRODUCTS

2.01 Plaster Thickness: Plaster shall be finished to a true and even surface within limits of established trade practices. Thickness from the face of the reinforced, cast-in-place concrete structure (substrate) to the finished plaster surface shall be at least 3/8 inch on the floor and walls.

- A. Cement: Swimming pool plaster cement shall be white Portland cement conforming to ASTM C-150, Type I, Waterproofed White, as manufactured by Atlas Cement Corporation (Lehigh White) or by Gifford Hill Corporation (Riverside White) or approved equal.
- B. Aggregate: Swimming pool aggregate shall be clean, pure (washed) white and free of all organic and inorganic matter injurious to plaster finish. Approved products are Georgia Marble or Wyoming Marble or Riverside Premium Pool Aggregate, Pfizer Pool Aggregate, or approved equal.
- C. Water: Water for swimming pool plaster shall be clean and free of oil, acid (between pH of 7 & 8) and organic matter injurious to plaster.

2.02 Mixing of Plaster: Plaster shall be mixed in mechanical mixers. Frozen cakes or lumped material shall not be used. Each batch shall be accurately proportioned by volume measured by manual or mechanical devices, mixed with the minimum amount of water until uniform in color and consistency. Re-tempering will not be permitted: plaster that has begun to set must be discarded. Proportioning and mixing for machine application shall be:

- One part of Portland white cement
- Two parts of marble sand

One gallon "Acryl 60" concentrate or four gallons regular strength solution. Potable water as required to achieve a slump of (5") five inches utilizing a concrete slump cone to measure. If a standard plaster slump cone is being used for measurement – the slump is to be two and one-half inches (2 ½") maximum.

2.03 Preparation: Prepare the substrate (concrete or gunite) surface until suitable to receive plaster application by the College's Representative before applying plasterwork.

- A. The six-inch band of plaster and/or concrete immediately beneath the waterline tile shall be chipped out around the entire perimeter of the pool which will ensure a plaster thickness of three-quarters of an inch. No old plaster (if any) will be allowed to remain on the concrete substrate in the area described.
- B. A six-inch area of concrete immediately around all pool light fixtures, inlets, skimmers, main drains, etc., shall be removed to ensure a plaster thickness of three-quarters of an inch around such items. No old plaster (if any) will be allowed to remain on the concrete substrate in the area described.
- C. High pressure wash the concrete surface, which is to receive the plaster finish to remove any and all sand, debris, dust, and laitance of any type.

2.04 Application Sequence: A two-coat process shall be applied to all concrete or gunite surfaces in the pool interior.

- A. Temperature: The ambient temperature shall be above 40 degrees and below 100 degrees Fahrenheit a week before and during proposed application. Fans and baffles shall be provided, when necessary, for adequate ventilation and circulation of avoiding overheating.

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- B. Bond Coat Preparation: Before the application of the initial bond coat of plaster, a 100 percent solution of "Acryl 60" shall be applied, either by brush or by spray to all wall and floor concrete or gunite pool vessel structure surfaces. After drying to a tacky consistency, the surfaces to receive plaster may be considered ready to receive the bond coat of plaster.
- C. Bond Coat: Pneumatically apply an initial bond coat of plaster pneumatically – filling all corners and leveling all depressions and bull-nose all reentrant corners. The surfaces thus applied shall be broom finished or roughened so that the finish coat to follows, shall adhere to it properly. The bond coat shall be allowed to partially dry before finish coat is applied.
- D. Finish Coat: The finish coat, following the specific mix proportions above shall be pneumatically applied over the partially dry bond coat of Multi-coat fog bond coat. The finish coat shall be floated to a true and even surface, then troweled in a manner that will force the sand particles into the plaster. A second troweling is required to place the plaster surface to a smooth and non-rough surface, exclusive of trowel marks, checks, cracks or blemishes. A dry sponge should then be utilized to remove all plaster dust or other laitance from the smooth plaster surface and tile.
- E. Pool filling with potable water must begin immediately upon completion of the plaster finish coat. If the pool is large or the day hot – special precautions shall be implemented to keep the plaster moist or from curing or drying too quickly. A fog spray shall be utilized. If the pool is large or the day hot – special precautions may also need to be implemented if the pool is filling slowly. A fog spay shall be utilized to keep the plaster moist until all plaster surfaces are beneath the water level and to ensure proper curing of the new plaster material. It is the contractor's sole responsibility to keep the new plaster continually moist until the pool has filled with water. Proper curing of the new material will not be achieved unless this process is implemented.
- F. Patching: Plaster blemishes such as over-sanding, cracking, blistering, pitting, checking or discoloration or crazing, is not acceptable. Any plaster having the above characteristics shall be removed and replaced at the contractor's expense immediately upon discovery. Any patching is to be done upon prior approval of the College's Representative and patchwork must match existing work in color and texture and not be discernable. Plaster for patches should comply with the above specification and be of same quality and consistency.
- 2.05 Delivery and Storage of Materials: To be in original containers with labels bearing the name of the manufacturer. Storage of materials on site shall be on palettes above the ground and under a weather-tight cover. Any damaged material shall be disposed of properly and may not be utilized in the work.
- 2.06 Equipment and materials used by the contractor to accomplish the work in this section shall be of heavy-duty type and grade, fully adequate to perform the work required herein.
- 2.07 Patching Compounds: Where cementitious patching compounds are necessary to fill minor cracks or hollows in the substrate or to smooth the prepared surface, the contractor shall use Master Builders or Latticrete Grout and Patching Compound or a pre-surfacing mixture specifically approved by the manufacturer of the plastering materials herein specified.
- 2.08 Upon inspection of pool vessel where rusting or staining of concrete pool vessel is evident – chip out concrete before plastering and replace rebar and fully encase with new concrete to ensure rusting does not continue nor does it have the opportunity to stain new plaster.

PART 3 - EXECUTION

3.01 Surface Conditions:

A. Preparation:

1. Completely stripping and removing existing plaster and/or fiberglass or any other coating (paint, patches, etc.). Upon conclusion of preparation at least 90 percent of all previous plaster coating will be removed with only trace remainders in hollows and patches of significant thickness to remain positively bonded to substrate with unquestionable physical integrity. The remaining plaster adhering to pool shell should be tested as to its integrity both internally and in bonding to pool vessel surface with a sounding hammer.

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2. Any tile to be protected (remain) will be masked with appropriate and substantial material to afford its protection.
 3. After the plaster and/or fiberglass removal and the concrete pool vessel is revealed, its final preparation shall leave it roughened. Roughening shall include:
 - a. A coarse sandblasting or water blasting.
 - b. Bush hammering to uniformly roughen the entire surface.
 - c. Surface shall be left sound, significantly roughened and devoid of smooth patches or spots.
 - d. Surface chipping is a tight pattern of adjacent holes from ¼ to ½ inch in depth no more than two inches (2") apart. It is the intention of this specification to require a distressed surface – fully roughened with no smooth areas to allow for the plaster to fully bond itself with the sound concrete pool vessel.
- A. Inspection:
1. Before Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
 2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards.
 3. Contractor shall ensure that the original concrete or gunite substrate is virtually exposed and thoroughly cleaned and verified in sound condition. Any plaster laitance shall be of unquestionable integrity and rough enough to ensure permanent, mechanical bonding of the future plaster coating.
 4. All depressions, cracks, openings, and non-level areas in pool substrate shall be cleaned and filled with appropriate patching materials. Grinding may be required in high spots.
 5. Surfaces contaminated with oil, grease or other chemicals which might impair plaster adhesion shall be scrubbed with hot (160 degrees Fahrenheit) tri-sodium phosphate solution and water, mixed at a ratio of two pounds per gallon of water until such areas are thoroughly cleaned. Treated areas shall be rinsed twice and dried. Sandblast & water blast & apply multi-coat.
 6. Upon completion of preparatory work above the entire surface shall be thoroughly cleaned and vacuumed – followed by compressed air dusting to leave the surface virtually dust-free. Remove contaminated water.
 7. Acid washing is not recommended as a method of surface preparation.
- B. Discrepancies:
1. In the event of a discrepancy, immediately notify the College's Representative.
 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 3. Failure to notify the College's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.
 4. If cracks, voids or heavily eroded areas are discovered during the work – the correct method to remedy each will be addressed and implemented.
- 3.02 Installation of Gutter & Surge Chamber Waterproofing:
- A. Provide two (2) coats of the specified gutter and surge chamber waterproofing before installation of pool plaster. Prepare surfaces to receive waterproofing and cure in conformance with manufacturer's recommendations. Provide steel trowel application method to ensure uniform smooth, dense surface finish.
- 3.03 Installation of Pool Plaster:
- A. Completion of Other Work: Do not commence plastering of swimming pool until all concrete deck areas, landscaping and other construction adjacent to the pool is complete, and all construction equipment used for those portions of the Work has been moved from the immediate area.

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- B. Preparation:
1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
 2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of concrete; shotcrete surfaces before application of plaster.
 3. Protect ceramic tile, decking, deck equipment, gratings, fittings, and other items by suitable covering or masking.
 4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.
- C. Application:
1. Into the parging coat of the concrete surfaces, trowel a finish coat of the specified marble plaster to a thickness between 3/8" and 1/2" maximum. If leveling coat is required, use a brown coat application of one part cement to three parts clean, washed sand.
 2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
 3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be sure to completely enclose pool fittings with plaster to ensure a leak-proof seal around pipes, fittings, lights, anchors, etc.
 4. Accurately interface with the finish planes of items installed by other trades.
- 3.04 Curing:
- A. Preparation: Anticipate the need for a required equipment and have all such equipment immediately available for use upon completion of pool plastering. Especially as it pertains to the pool circulation system. Ensure that pumps, filters, strainers, piping, etc. is clean and ready to begin the circulation of pool water at the turnover rate of once every six hours.
- B. Pool Filling:
1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
 2. Flow the water continuously until the pool is filled.
 3. When the weather is hot and/, or water pressure is low, keep the pool walls damp while the pool is filling.
 4. Coordinate with the General Contractor to ensure that the pool is continuously monitored while filling to prevent overflow and to keep walls damp and prohibit excessive drying before beneath water level.
 5. Contractor to pay for water to fill pool upon completion of plasterwork, should the pool need to be emptied and refilled based on contractor error or failure in maintenance of plaster curing the cost for same will be born by the contractor.
- 3.05 Clean-Up:
- A. Upon completion of pool plaster, remove all materials, equipment, and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean up to meet the review of the College's Representative.
- B. It is especially crucial that construction dirt and debris be removed and cleaned from the pool circulation piping and surge pit so that the pool can be filled by placing a hose in the surge tank and filling the pool. The circulation system should be left clean enough so as not to allow dirt and debris to be washed back into the pool and onto the pool plaster.
- 3.06 Maintenance:
- A. For a minimum of the first fourteen (14) days after completion of the pool plaster, brush all plastered

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surfaces at least twice a day to ensure that the plaster is carefully maintained. In addition, ensure that pool filtration equipment is continuously running during the initial maintenance period. Coordinate with other trades and the General Contractor as required.

- B. The Contractor shall perform and confirm the chemical balance of the fill water and shall instruct the College Personnel regarding proper plaster care and verify the College's assumption of such duties before leaving the job. The Contractor shall be responsible for the cost of start-up chemicals for pH and Chlorine management. At the end of the maintenance period chemical containers are to be full and ready for the Owner to assume pool maintenance duties. Calcium chloride and bicarbonate of soda quantities will also be required.

3.07 Warranty:

- A. Warranty work is undesirable and costly. The initial quality of the preparation and plaster product and its application is of utmost importance.
- B. The successful contractor shall warrant the work in writing against all defects in materials and/or workmanship for a period of two (2) years following completion of the project. This warranty includes but is not limited to; delamination, separation of patches or portions of the plaster from the pool surface or substrate (spalling) due to inadequate bond, degrading of the remaining substrate or for any other reason that can be shown as directly related to poor or incomplete preparation. Discoloration or staining or other minor variations that do not occur from inadequate maintenance (such as rust from metal items left on the surface long enough to stain). The contractor warrants that such defects will be repaired to a "like-new" condition. Warranty liability does not include degradation or failure from normal wear and tear, mistreatment or neglect, staining due to improper use of chemicals, long-term water imbalance, vandalism, extended periods of the pool drained, or accidental or natural causes beyond the contractor's control, however the burden of proof rests with the plaster contractor.
- C. The pool Owner is expected to notify the contractor immediately upon discovery of a defect. Determination of the applicability of the warranty shall lie with a third-party pool consultant in case of a dispute, with any fee born by the contractor only if the defect is deemed a warranty item, otherwise by the Owner.
- D. The contractor is liable for all incidental or consequential damages related to the defects or repair of same, including the cost of pool draining and refill and associated labor as well as chemicals required to re-establish and cure warranty work. In the event of warranty work, a one-hundred-dollar a day penalty will be assessed to allow the Owner to find a new venue for any programs. It may be agreed between the Owner and contractor to perform the work in an off-season time when any aquatic programs would not be precluded – thereby avoiding liquidated damage type penalties described above.
- E. Warranty work does not extend the original guarantee period.

END OF SECTION

DIVISION 9 - FINISHES

SECTION 09311: SWIMMING POOL CERAMIC TILE

PART 1 - GENERAL

1.01 Division 1, General Conditions and Supplementary General Conditions apply to all work of this Section.

1.02 Description:

- A. Work Included: Provide and install all swimming pool ceramic tile as shown on the Drawings, including, but not limited to, the following:
1. Warning Markers
 2. Depth Markers
 3. Waterline Tile and safety grab
 5. Water Polo Course Tile

1.03 Quality Assurance:

- A. All Work of this Section shall be performed by the swimming pool contractor/subcontractor. (C-53)
- B. Qualifications of Workers:
1. For cutting, installing, and grouting of ceramic tile, use only thoroughly trained and experienced tile setters completely familiar with the materials and methods specified.
 2. In acceptance or rejection of installed ceramic tile, no allowance will be made for lack of skill on the part of the workers.
- C. Standards: In addition to complying with all pertinent codes and regulations:
1. Manufacture of all tile shall be in accordance with ANSI A-137.1-2014.
 2. Install ceramic tile in accordance with the recommendations contained in "2014 Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc. Culver City, CA – Reference P601-09 – mortar method

1.04 Submittals:

- A. Provide submittals in accordance with Section 01300.
- B. Samples: Submit three (3) samples of each color and pattern in the specified groups. Character samples can be representative for review before the screening of actual tile.
- C. Master Grade Certificate: Before opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.
- D. Specifications: Submit PDF copy of the manufacturer's recommended installation specifications for this Work – as intended for this installation.

1.05 Product Handling:

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials undercover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect ceramic tile before, during, and after installation and to protect the installed Work of all other trades.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the College's Representative.

PART 2- PRODUCTS

2.01 Tile:

- A. Depth Marker Tile:
1. Material: All depth marker tile shall be glazed ceramic tile as manufactured and/or distributed by Info-Tile of Inlays Manufacturing Inc., or approved equal.
 2. Size: 6 x 6 inch.
 3. Frost Resistance: All depth marker tile shall be frost resistant w/ a water absorption of

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- 4. 17% or less.
 - 4. Color: Black numbers on a white field.
 - B. Waterline and Double Bullnose Tile:
 - 1. Material: All waterline tile shall be glazed ceramic tile as manufactured and/or distributed by Dal-Tile.
 - 2. Size: 6X6 Ceramic Tile with 2.5 by 6 double bullnose.
 - 3. Frost Resistance: All depth marker tile shall be frost resistant w/ a water absorption of 17% or less.
 - 4. Color: Waterline tile and bullnose – Sky Blue QF-44 or as selected by College.
 - C. 4'-6" line (4" wide) & the NCAA Lane Lines
 - 1. Material: all 4'-6" line tile shall be Ceramic Keystones 1x1 Red D017
 - D. Lane Lines and Targets
 - 1. Material: 50M all lane line and target tile shall be Ceramic Keystones 1x1 Black D311 or as selected by College.
 - 2. Material: 25YD all lane line and target tile shall be Ceramic Keystones 1x1 Iris or as selected by College.
 - E. Water Polo Markers
 - 1. Material: Water Polo markers shall be Ceramic Keystones
 - a. Goal Lines and Center Line markers 1x1 Arctic White D617.
 - b. 2-meter line 1x1 Red D017
 - c. 5-meter line 1x1 Sunshine D620
 - F. Floor Inlet Surround and Water Polo Goal bumper support and top step at grab rails (dam wall top)
 - 1. Material: all lane line and target tile shall be Ceramic Keystones 1x1 Arctic White D617 if goals are wall mounted
- 2.02 Mortar:
- A. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
 - B. Cement: Type I Portland Cement, conforming to ASTM C150.
 - C. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
 - D. Water: From a potable source.
 - E. Use Latex Modified This Set Mortar as manufactured by H.B. Fuller Company, TEC, Specialty Products, Inc.
 - F. Use Mapei, in mortar
- 2.03 Grout:
- A. All tile grout shall be waterproof grout complying with the recommendations of referenced standards. Grout color shall be for white. (sanded)
- 2.04 Other Materials:
- A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to review.

PART 3- EXECUTION

3.01 Surface Conditions:

- A. Inspection:
 - 1. Before all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence – this would include proper demolition or removal of existing material to reveal substrate when required.
 - 2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.
- B. Discrepancies:

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1. In the event of a discrepancy, immediately notify the Architect.
2. Do not proceed with installation in areas of the disparity until all such differences have been fully resolved.
3. Failure to inform the Architect in writing of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

3.02 Installation:

A. Method:

1. Install all ceramic tile in strict accordance with installation method P601-99 of the "1999 Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
2. Be sure to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.

B. Interface:

1. Carefully establish and follow the required horizontal and vertical elevations to ensure proper and adequate space for the work and materials of other trades.
2. Coordinate and cooperate as needed with other trades to provide the appropriate and adequate interface of ceramic tile Work with the Work of other trades.

C. Tolerances: Top of waterline bull-nose tile shall be level to 1/8" (+/- 1/16") around the entire pool.

3.03 Grouting:

- A. Comply with manufacturer's recommendation's regarding grouting procedures and precautions.
- B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

3.04 Clean-Up:

- A. Upon completion of the ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. The completely clean work area of debris and rubbish occasioned by this Work.
- B. Samples: Leave Owner with extra tiles to store and for use during the warranty period and in the future.
 1. Provide a dozen specimens of each color and size of lane line tile is required.

END OF SECTION

DIVISION 9, FINISHES

SECTION 09700 CONCRETE TOPPING

PART 1 - GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Furnish all labor, materials, equipment, supervision, and services necessary to furnish and install all concrete deck resurfacing over existing concrete decking.
2. Cementitious polymer formulated - coating, consisting of acrylic mastics and high-performance polymers with exceptional bond strength, combined with Portland cement-based dehydrating powders and graded silica applied over concrete in a troweled applications, forming a durable non-slip traffic surface.
3. Fill all small surface defects, such as spalls and gouges.
4. After use, apply medium broom texture for non-slip – before set and cure.

1.03 Substitutions:

A. In accordance with Section 01300.

1.04 Submittals:

- A. Submit shop drawings in accordance with Section 01300 for all work under this Section.
- B. Provide a sample of color and texture.
- C. MSDS sheets for product applied.

1.05 Quality Assurance:

- A. All required materials shall be provided by the same manufacturer.
- B. Installer / applicator must be approved by the manufacturer.
- C. Performance Criteria:

1. Bond Strength (ASTM 4541) with common Portland cements
Range: 414-466 psi
Average: 434 psi
2. Compressive Strength (ASTM C 579)
7-day cure: 6,225 psi
28 – day cure: 6,622 psi
3. Abrasion Resistance (ASTM C 501)
1,000 Cycles, H-22 Calibrate wheels.
Average depth of wear: 24 mils (roughly equivalent to 5,000 psi concrete)
4. Weathering AASTM G 43 – modified to include freeze cycle)
After 31 cycles (5,208 hours), no sign of peeling, chalking, blistering, loss of adhesion, fading or algae growth.
5. Smoke and Toxic Fume Emission (British Standard 6853)
Accepted (negligible emission)
6. Skid Resistance (ASTM E 303)
Dry: 65, Wet: 58
7. Typical Thickness – ranges from 1/16 to 1/2 inch
8. Absorption Test (ASTM D-570) 12.7%
9. Chemical Resistance (ASTM D-2200) 12 reagents – unaffected.

1.06 Product Delivery, Storage and Handling:

- A. Properly label and identify all containers – leave manufacturers labels intact.
- B. Deliver, store, and handle all materials to prevent damage to product and containers.

- C. Verify that product delivered to site is not beyond the expiration date.
- D. Store materials in clean, dry, location, where temperatures are kept between 40 to 90 degrees Fahrenheit.
- E. Comply with manufacturers MSDA sheets for handling, delivery, and storage.

PART 2 – PRODUCTS

2.01 Materials:

- A. Sinak “RELAY” polymer cementitious coating
- B. Topping Coat to level, fill and finish (two (2) coats required)
- C. One gallon of RELAY, mixed as recommend will provide two coat coverage to approximately 200 square feet. A little less on spalled or damaged surfaces.
- D. Sinak Corporation 800 523 3147

2.02 Components: (mixing procedure)

- A. One part “RELAY” to water, mix well
- B. Add Calcium aluminate cement, while mixing continuously. (RELAY – 90 Q.S. Powder)
- C. Add sand, while mixing continuously.
- D. Continue mixing until free of lumps.
- E. Immediately wash mixing equipment.

2.03 Color & Texture

- A. Color to match adjacent concrete
- B. Texture to be a medium broom finish
- C. Mock-Up: Provide a mock-up for the evaluation of surface preparation techniques and application workmanship.
 - 1. Finish areas designated by Owner’s Representative.
 - 2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Owner’s Representative.
 - 3. Refinish mock-up area as required to produce acceptable work.

PART 3 - EXECUTION

3.01 Examination and Preparation of concrete substrate.

- A. Do not apply on frozen, damp or wet surfaces, nor during air temperatures on surfaces below 50 degrees Fahrenheit.
- B. Applicator must determine the suitability of mixture consistency with the method and purpose of application. To thin a mixture add equal amounts of RELAY and water. To thicken a mixture add equal quantities of cement and sand.
- C. To fill cracks and divots in existing concrete deck as part of preparation with RELAY mixture. A thicker mixture works best. Never fill moving cracks and joints with rigid material.
- D. Do not allow RELAY mixture to harden on tools or mixer. Use mixture as quickly as possible after mixing. Unused mixture container should be covered and kept in cool place. Do not leave exposed to direct sunlight. Pot life is approximately two (2) hours depending on cement type. If remixing does not return mix to original fluid consistency – discard mix.
- E. RELAY mixture will begin to dry and harden within a few minutes after spreading (application). Time to dry is dependent upon temperature, humidity, and cement type.
- F. As application firms, trim and smooth lumps, marks, and place desired texture. Concrete shall be within seven (7) days of placement and be structurally sound and have at least a medium broom finish to provide adequate “tooth.”

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Concrete Topping

Section 09700

- G. Application is to be placed over a clean and dry concrete substrate with no friable material made ready to receive RELAY mixture.
 - H. Protect treated surfaces from exposure to water for 24 hours. Water may cause a white film to form on the surface. This affects appearance only. Adhesion and durability will not be affected.
 - I. Existing Concrete substrate shall have been placed and finished in a skilled and workmanlike manner.
 - J. Existing Concrete substrate shall have control and expansion joints to ensure a minimal amount of cracking.
 - K. Concrete shall not have received any curing compounds or coatings other than water and all dirt, grease, oil and other foreign substances which may prevent proper bonding shall be removed.
 - L. Concrete substrate shall provide positive drainage of stormwater and splash out to storm drainage receptors of no less than 1/8" per foot and no more than 1/4" per foot without ponding. Drainage correction is not intended to be part of the scope of these specifications.
 - M. Applicator should ensure that the substrate does not pond water before installing topping.
 - N. Existing concrete or previously coated surfaces shall be cleaned entirely free of dirt, grime, oil, wax, grease, paints, stains, loose toppings, deteriorated concrete, curing compounds or any other foreign matter. The surface must be clean and dry.
- 3.02 Installation:
- A. Clean the concrete surface with a high-pressure water sprayer.
 - B. Repair any cracks in the substrate or take corrective measures if necessary.
 - C. Mask all areas contiguous to work that is not to receive topping.
 - D. Trowel mixture coating upon the area to be coated.
 - E. Apply Base Coat, using a squeegee or cupped trowel uniformly over area to be coated to a minimum of 1/16 inch thickness and allowed to dry.
 - F. Texture Coat – medium boom finish after ringing true with trowel and sealing.
 - L. Where applied over existing concrete or previously applied areas. Immediately after final troweling and broom finish, cure and protect for 24 hours.
- 3.03 Protection:
- A. Protect all phases of application from moisture, freezing, and foot traffic until product has completely dried and set.
 - B. Protect finished work from damage by other trades or until acceptance by Owner.
- 3.04 Cleaning:
- A. Leave work in a clean condition.
 - B. Do not clean surface with a high-pressure sprayer – use only broom and water. Do not use pressure nozzle on hose.

END OF SECTION

DIVISION 9 - FINISHES
SECTION 09900: PAINTING
PART 1 - GENERAL

1.01 SUMMARY

- A. Division 1 and the General Conditions apply to all work of this Section.
- B. Work Included:
 - 1. All labor, materials, equipment, and services necessary to complete all painting and finishing required for surfaces as indicated or specified herein.
 - 2. Exterior Primer and Paint for fences and gates.
 - 4. Surface preparation.
 - 5. Before painting, all surface preparation shall be inspected by the College.
 - 6. After the application of the primer, the first coat of paint shall be inspected before the application of the final coatings.
 - 7. Exterior Gates: Paint sides, faces, and all edges paint around door hardware, kick plates, and strikes.
 - 8. Contracting firm performing work, repairs or painting work shall be EPA and RRP certified by the latest State and Federal regulations. Certifications will be on file with the College.
 - 9. Thoroughly examine these specifications and site where work is to be accomplished and accommodate existing conditions under which work will be performed before submitting a bid. Surfaces which cannot be prepared or painted as specified shall be brought to the attention of the College in writing. Starting of work without such notification will be considered acceptance by the contractor of surface involved.
 - 10. Any defective or unacceptable work product shall be replaced as directed by College.

1.02 SUBSTITUTIONS

- A. Under Section 01300.

1.03 SUBMITTALS

- A. Prepare samples at the job as required until colors are satisfactory. Paint colors will be as specified and reviewed by College's representative and approved by College - who, before any work is done, will furnish color chops and a schedule showing where the various colors shall go.
- B. Before supplying any material to the site, the painting subcontractor and the paint manufacturer's area representative shall prepare a complete schedule showing the materials proposed to be used for each treatment specified is appropriate and submit same to the College's representative for review.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver all paint to site in manufacturer's labeled and sealed containers. Labels shall give the manufacturer's name, brand, type, batch number, the color of paint, and instructions for reducing. Thin only in accordance with printed directions of the manufacturer.
- B. Store all material used on the job in a single designated space. Such storage place shall be kept clean. Make good any damage to it or its surroundings. Remove any oily rags, waste, etc., from the building every night and take every precaution to avoid any danger of fire. In no case shall amount of materials stored exceed that permitted by local ordinances, state laws, or fire underwriter regulations.

1.05 ENVIRONMENTAL CONDITIONS

- A. Do not apply exterior paint in damp, rainy weather or until the surface has dried thoroughly from the effects of such weather. Do not use varnish or paint when the temperature is below 50 degrees F. Avoid painting surfaces when exposed to hot sunlight.

1.06 PROTECTION

- A. Before painting, remove hardware, accessories, plates, and similar items or provide ample protection of such things. On completion of each space, replace the above items. Use only skilled mechanics for removing and connecting the above items. Protect adjacent surfaces as required or directed. Any

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damage done shall be repaired by the painting contractor at his expense. A sufficient supply of clean drop cloths and other protective covering shall be adequately distributed and maintained.

- B. Finishing of the following listed items and materials will not be required and shall be protected:
 - 1. Stainless steel, brass, bronze, copper, chromium, anodized aluminum; specially finished articles such as porcelain enamel, plastic coated fabrics, and baked enamel.
 - 2. Finished products such as concrete, ceramic tile; other architectural features, such as "finish" hardware, furnished in aluminum, bronze or plated ferrous metal, prefinished panels, or other items that are installed prefinished.
- 1.07 COLOR SCHEDULE:
 - A. Color to match existing and adjacent. Verify on-site and submit color chips to College's representative and College for approval before installation.
- 1.08 REFERENCES
 - A. ASTM D 16 – Standard Terminology for Paint, Related Coatings, Materials, and Applications.
 - B. AQMD – Air Quality Management College for County in which project is being constructed (San Diego County), Rule #1168 October 3, 2003
 - C. 40 CFR 59, Subpart D – National Volatile Organic Compound Emission Standards for Paints and Coatings.
 - D. U.S. Environmental Protection Agency, current edition regarding Architectural Coatings
 - E. Steel Structures Painting Council (SSPC) SP6 & SP10 for blast cleaning procedures.
- 1.09 EXTRA MATERIALS:
 - A. Provide at project closeout one gallon of paint for each color and finish specified for touch-up purposes.
 - B. Provide color mixture name, code, and manufacturer to the College for accurate future color matching.

PART 2 - PRODUCTS

- 2.1 Paint Materials:
 - A. Brands of paint, varnish and stains are specified herein, necessary painting materials such as linseed oil, shellac, turpentine, thinners, driers, etc. shall be of the highest quality, made by reputable manufacturers as specified, have identifying labels on containers and shall be reviewed by the College's representative. All paint materials shall be factory fresh. Dunn-Edwards is used as the basis for design. The architect will be the judge of equivalency.
 - 1. Where indicated use acceptable manufacturers of paint applied per manufacturer's recommendations.
 - a. Dunn-Edwards Corporation
 - b. Carboline
 - c. Deft
 - d. Dumond Chemicals
 - e. Okon
 - f. Rustoleum
 - g. Valspar
 - 2. All products shall be from a single manufacturer unless specifically specified and be factory-batched to ensure color uniformity and consistency.
 - 3. Color pigments: Pure, non-fading, applicable types to suit substrates and service indicated.
 - 4. Lead content: Not permitted.
 - 5. Be compatible with coating systems, surface preparation, primer and coating finish.
 - 6. Mix, prepare and store painting and finishing materials in accordance with manufacturer's directions.
- 2.2 Restricted Components:

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- A. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds of one or more benzene rings).
- B. Shall not contain any of the following:
 - 1. Acrolein
 - 2. Acrylonitrile
 - 3. Antimony
 - 4. Benzene
 - 5. Butyl Benzyl Phthalate
 - 6. Cadmium
 - 7. Di (2-ethylhexyl) phthalate
 - 8. Di-n-butyl phthalate
 - 9. Di-n-octyl phthalate
 - 10. 2-dichlorobenzene
 - 11. Diethyl phthalate
 - 12. Dimethyl phthalate
 - 13. Ethylbenzene
 - 14. Ethylene Glycol
 - 15. Formaldehyde
 - 16. Hexavalent chromium
 - 17. Isophorone
 - 18. Lead
 - 19. Mercury
 - 20. Methyl ethyl ketone
 - 21. Methyl isobutyl ketone
 - 22. Methylene chloride.
 - 23. Naphthalene.
 - 24. Toluene (methylbenzene).
 - 25. 1,1,1-trichloroethane.
 - 26. Vinyl chloride.

PART 3 - EXECUTION

3.01 Preparation of Surfaces:

- A. Inspection of Surfaces:
 - 1. Do not begin painting on any surface until it has been inspected and is in proper condition to receive the paint as specified. Should any surface be found unsuitable for producing an appropriate finish of the paint, notify the College's representative in writing. Apply no material until the inappropriate surfaces have been made satisfactory. After acceptance of surface, by application of the first coat of paint, assume responsibility for and rectify any unsatisfactory finish resulting.
 - 2. Beware of a condition known as critical lighting. This condition causes shadows that accentuate even the slightest surface variations. A pigmented sealer will provide tooth for succeeding decorative coating, but "does not" equalize smoothness or surface texture.
- B. If, after treatment, the completed finish (or any portion thereof) blisters, checks, peels, or otherwise shows indication of dampness or other irregular condition of surface, the painting contractor shall, at his own expense, remove the applied treatment and refinish the part affected to the satisfaction of the College's representative. (The painting contractor should determine the dryness of all moisture-holding materials by use of a reliable electronic moisture meter.)
- C. Steel and Iron: Remove grease, rust and rust scale and touch-up any chipped or abraded places on

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items that have been chip coated. Where steel or iron have a heavy coating of scale, remove by de-scaling, or wire brushing, as necessary, to produce a satisfactory surface for painting. When an area is exposed to view, sandpaper the entire treated area smooth, feather the edge of surrounding undamaged prime coat and spot prime in a manner to eliminate evidence of repair.

- D. Galvanized Metal: Thoroughly clean by wiping surfaces with surface conditioner and prime with galvanized iron primer as recommended by the paint manufacturer.

3.02 Workmanship:

- A. Perform all work using only experienced, competent painters by the best standards of practice in the trade. Hand brush or roll work except where otherwise permitted or directed. Olympia Products are to be brush applied. When completed, the painting shall represent a first-class professional appearance. Apply all paint materials under adequate illumination.
- B. Tint all primers and undercoats to approximately the color of the finish coat with each coat being sufficiently different from the work in place to permit easy identification.
- C. Finish edges, tops, and bottoms of all doors same as gate faces. Both sides and all edges of gates to be finished simultaneously.
- D. Prime coats specified herein will not be required on items delivered with prime or shop coats already applied unless otherwise specified.

3.03 Application:

- A. Paint only when surfaces are clean, dry, smooth, and adequately protected from dampness. Each coat of paint shall be well brushed on, worked out evenly and allowed to dry at least 24 hours before the subsequent coating is applied.
- B. Finished work shall be uniform, of approved color, smooth and free from runs, sags, clogging or excessive flooding. Make edges of paint adjoining other materials or colors sharp and clean, without overlapping where high gloss enamel is used, lightly sand undercoats to obtain a smooth finish coat.
- C. Each coat of material applied must be inspected and approved by the College's representative before the application of the succeeding specified coat; otherwise, no credit for the concealed coat will be given, and the Contractor shall assume the responsibility to re-coat the work in question. Painting contractor shall notify the College's representative when each coat is completed.
- D. At completion, touch-up and restore finish where damaged and leave finish surfaces in good condition.

3.04 Protection:

- A. Protect previously installed work and materials, which may be affected by Work of this Section.
 - 1. Protect prefinished surfaces, walkways, lawns, shrubbery, and adjacent surfaces against paint and damage.
 - 2. Furnish sufficient drop cloths, shields, and protective equipment to prevent spray or splatter from fouling surfaces not being painted.
 - 3. Protect surfaces, equipment, and fixtures from damage resulting from the use of fixed, movable and hanging scaffolding, planking, and staging.
- B. Provide wet paint signs, barricades, and other devices required to protect newly finished surfaces. Remove temporary protective wrappings after completion of painting operations.

3.05 Cleaning, Touch-up and Refinishing:

- A. Carefully remove all spattering, spots, and blemishes caused by work under this section from surfaces throughout the project.
- B. Carefully remove all unwanted paint from gate hardware (hinges, kick plates, door levers, etc).
- C. Upon completion of the painting, work remove all rubbish, paint cans, and accumulated materials resulting from work in each space, room, and exterior. All areas shall be left in a clean, orderly condition.

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- D. Runs, sags, misses, stains and other defects in the painted surfaces, including inadequate coverage and mii thickness shall be satisfactorily re-sanded, touched up, or refinished, or repainted as necessary.

PART 4 - SCHEDULES

4.01 Schedule of Finishes:

- A. Refer to the "Finish Schedule" below for designated finishes of areas, which are listed as follows, items listed are acceptable products of some major manufacturers. Responsibility for recommending, scheduling and using the proper paint for the job conditions rests with the manufacturer and painting subcontractor.

B. Paint Schedule:

1. Gate, Frames, and Jambs

Gate, Frames, and Jambs	
First Coat	RUST-263501 – 1 ROC Primer
Second Coat	Aristoshield, Exterior Semi-Gloss Paint (ASHL50)
Third Coat	Aristoshield, Exterior Semi-Gloss Paint (ASHL50)

2. Ferrous Metal – Steel Support Poles and Beams, Hand Rails, Metal Frame Structures, Metal Gates, Frames, Jambs.

- a. Semi-Gloss – Alkyd Urethane: (and Fence)

Ferrous Metal – Steel Support Poles and Beams, Hand Rails, Metal Frame Structures, Metal Gates, Frames, Jambs.	
First Coat	Block Rust Premium Metal Primer (RUST-263501)
Second Coat	Aristoshield Interior Exterior Semi-Gloss Paint (ASHL50)
Third Coat	Aristoshield Interior Exterior Semi-Gloss Paint (ASHL50)

END OF SECTION

DIVISION 13: SPECIALTIES
SECTION 13151 - SWIMMING POOL EQUIPMENT
PART 1- GENERAL

- 1.01 Division 1 and the General Conditions and Supplementary General Conditions apply to all work of this Section.
- 1.02 Description:
- A. Work Included: Supply and install swimming pool miscellaneous equipment items as required for this Work as indicated on the Drawings and specified herein.
- 1.03 Quality Assurance:
- A. All Work of this Section shall be performed by the swimming pool contractor/subcontractor.
- 1.04 Submittals:
- A. Provide submittals in accordance with Section 01300 of each piece of equipment specified herein.
- B. Substitutions: Include with request specified item, design, catalog number, and finish for each item on which approval is being requested ten (10) days before bid opening. Blanket approval by manufacturer's name only will not be given. Substitutions will not be granted after the ten-day period or after project bid date.
- 1.05 Product Handling:
- A. Protection: Use all means necessary to protect swimming pool equipment items before, during, and after installation and to protect the installed Work of all other trades.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary.

PART 2- PRODUCTS

- 2.01 Safety Equipment: (to be mounted as instructed by College during construction) may not appear in the plan.
- A. (re-use existing)
- 2.02 Maintenance Equipment:
- A. (re-use existing)
- 2.03 Pool Fittings:
- A. Main Drain Frame & Grate (18"x36"): Lawson Aquatics Model #F1-SG-1836-15, or approved equal. Two (2) required. Over existing sump, compliant with VGB regulations for suction entrapment and orifice for Hydrostatic relief valve.
- B. Floor Return Inlets, 1-1/2" Adjustable – ABS solvent weld, by Sta-Rite Industries, Swimquip #08417-0000 white or black depending on location - or approved equal. For quantity, see the plan. Make dark plastic if in lane lines. White elsewhere.
- D. Underwater Lights and Niches (existing), New lights are 120V volt LED in existing stainless steel niche and face ring or approved equal. See plan to coordinate quantity and cord lengths – cord lengths will change the product no. 601101 is an example for 50' cord. Adjust accordingly to site conditions –see plan for quantity. Pentair Intellibrite 5G or J&J Industries "Purewhite" Hi Series 58 or approved equal with stainless steel niches
- E. Junction Box for Underwater Lights: (re-use existing)
- 2.04 Deck Equipment:
- A. Starting Platform Anchors: (re-use existing)
- B. Starting Platforms: (re-use existing)
- C. Stanchion Sockets: (re-use existing)
- D. Stanchion Posts: (re-use existing)
- E. Lane Line Anchors: Paragon heavy-duty #70317 & 70317 Heavy Duty Eye Bolt with threaded wall insert. See plan for quantity.
- F. Racing Lanes 75': (re-use existing)
- G. Water polo course lines (re-use existing)
- H. Lane line reels: (re-use existing)
- I. Lifeguard Chair: (re-use existing)
- J. Grab Rails: (re-use existing)

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- K. Recessed Steps: Paragon Frostproof #32102 (15 1/2" by 5" by 5 1/2" deep) grouted into a rough hole. White. Or approved equal. Three required at each grabrail location.
- L. Water Polo Goals: (re-use existing)
- M. Anchor Sockets for Grab Rails, Ladders & Hand Rails : (re-use existing)
- N. Escutcheon Plates for Grab Rails & Ladders: (re-use existing)
- O. Accessible Hoist: (re-use existing)
- P. Pool Covers: (re-use existing)
- Q. Water polo deck marker set, (re-use existing)
- P. Backstroke Flags (re-use existing)

PART 3- EXECUTION

3.01 Surface Conditions:

A. Inspection:

1. Before installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may adequately commence.
2. Verify that the swimming pool equipment items may be installed in strict accordance with the original design, pertinent codes and regulations, and the manufacturers' recommendations.

B. Discrepancies:

1. In the event of a discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of a difference until all such discrepancies are fully resolved.
3. Failure to notify the Owner's Representative in writing of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

3.02 Installation:

- A. Supply and install items of swimming pool equipment in strict accordance with pertinent codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use. Coordinate with other trades to ensure all imbedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be sure that deck equipment and railings are properly bonded before embedding.

3.03 Instruction:

- A. Upon final inspection and review by the Architect, carefully instruct the Owner's maintenance and operations personnel in the proper operation and maintenance of installed equipment.

END OF SECTION

DIVISION 13: SPECIALTIES

SECTION 13153: POOL START-UP AND OPERATIONS

PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

Provide start-up and operation instructions to College and properly balance pool chemistry upon start-up. Include an operations manual and maintenance instructions as well as catalog cuts of all equipment provided, warranty and guarantee information and product supplier point of contact information. Also include MSDS sheets for all materials provided, especially the chemicals.

1.03 Quality Assurance:

A. Retain a qualified chemistry consultant, familiar with operation and maintenance of aquatic facilities, to supervise and properly balance pool chemistry.

B. Demonstrate to the Architect and appropriate officials that all systems are fully operational and that calcium hardness, chlorine residual and pH levels are within specified limits.

C. Standards: Contractor shall furnish labor and chemicals as required to condition the water properly to the following specifications:

1. Chlorine Residual: between 1.00-1.50 ppm

2. pH Factor: between 7.2 to 7.4

3. Calcium over 200 ppm

1.04 Equipment Activation:

A. All water chemistry and filtration mechanical equipment shall be operational and upon filling of pool, as a part of the initiation of maintenance and operations water needs to be re-circulated. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up and ready for usage should it be deemed necessary.

B. Start-up and provide qualified personnel to operate pool equipment for a minimum period of fourteen (14) days after the pool is placed into operation, during which time instruct and supervise the College's personnel in the various operating and maintenance techniques involved. The Pool Contractor shall be responsible for supply of chemicals during for a minimum fourteen (14) day maintenance period and at time of turnover to the College, chemical storage tanks shall be full. If the College's personnel remains untrained, operation of the pool will be continued by Contractor until College is capable of safe pool operation. Operation manual and valve chart should be in place for this to occur.

C. The Contractor shall provide a person to brush (daily) and clean & vacuum the pool during this period which will last at least 14 days, longer if Colleges staff remains untrained. Any dirt or debris should be removed as soon as noticed and chemicals shall remain in balanced.

D. Health Department shall approve pool for use of Public and issue permit.

E. Contractor is responsible for filling the pool, curing the plaster and training the College Personnel on the use of the pool and related equipment. Pool may not be handed off to owner until all of the above is completed.

F. Contractor shall certify the competitive distance of the pool to be 75'-1" and letter of certification shall be provided from Civil Engineer stating that the distance is correct.

PART 2- PRODUCTS

A. Prepare for and provide pool fill water in timely manner and rate – Contractor to pay for water.

B. Provide surveyors written documentation that the competitive distances are accurate.

PART 3- EXECUTION

A. Provide watchman while pool is being filled and until pool can be completely filled and secured, as a pool being filled can become an attractive nuisance and should be protected. Public may not

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Pool Start-up & Operation

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utilize the pool until County Health Department representative approves use.

- B. Train College Personnel on pool maintenance and operations and use of equipment provided.
- C. Provide manual on the use of all equipment provided.

END OF SECTION

SECTION 13152

SWIMMING POOL MECHANICAL EQUIPMENT

PART 1 – GENERAL

1.01 SUMMARY

- A. Division 1 and the General Conditions apply to all work of this Section.
- B. Work Included: Provide labor, materials, and equipment as required to install swimming pool mechanical equipment as detailed on the Drawings and herein specified.

1.02 QUALITY ASSURANCE

- A. All Work of this Section shall be performed by the swimming pool contractor/subcontractor.
- B. References:
 - 1. Reference
- C. Qualifications of Workers:
 - 1. The contractor/subcontractor for this portion of the Work shall have been successfully engaged in the business of swimming pool mechanical equipment for at least five (5) years immediately before the commencement of this work, and shall demonstrate upon review of the College's Representative that its' record of workmanship is satisfactory.
 - 2. For actual construction operations, use only thoroughly trained and experienced workers completely familiar with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during the execution of this portion of the Work and who shall be thoroughly familiar with the materials and methods specified, and who shall direct all Work performed under this Section.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with requirements of Section 01300.
- B. Requests for substitutions shall be submitted in conformance with requirements of Section 01300.

1.04 PRODUCT HANDLING

- A. Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Store materials undercover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection using all means necessary to protect swimming pool mechanical equipment before, during, and after installation and to protect the installed Work of all other trades.
- D. Replace all damaged material, immediately make all repairs and replacements necessary upon review of the College's Representative.

PART 2 - PRODUCTS

2.01 VALVE:

- A. Surge Chamber Butterfly Float Valve:
 - 1. 50m Competition Pool: 18" dia. EPD Butterfly Float Control Valve, as manufactured by Environmental Products Division of Doughboy Recreational, Rancho Cucamonga, CA, or reviewed equal. 12" (verify size) with ANSI Flanges and dual float

2.02 SURGE TANK LADDER RUNGS:

- A. **LADDER RUNGS**
 - 1. Ladder Rungs, MA Industries, Inc., # PS1-PF, copolymer Polypropylene Plastic cover of ½" dia., grade 60 steel reinforcement.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 - 1. Before installing the items of this Section, carefully inspect the Work of other trades and verify that such Work is complete to the point where this installation can properly

- commence.
- 2. Verify that mechanical equipment can be installed following the original design and all referenced standards.
- B. Discrepancies:
 - 1. In the event of a discrepancy, immediately notify the College's Representative.
 - 2. Do not proceed with installation in areas of divergence until all such discrepancies have been fully resolved.
 - 3. Failure to notify the College's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.
- 3.02 INSTALLATION:**
 - A. Supply and install all items of equipment in strict accordance with all applicable codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use.
 - B. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.
- 3.03 INSTRUCTION**
 - A. Upon final inspection and approval of the Owner's Representative, carefully instruct the College's maintenance and operations personnel in the proper operation and maintenance of installed equipment.
- 3.04 CLEAN-UP**
 - A. Upon completion of swimming pool mechanical equipment, remove all debris, materials, and equipment occasioned by this Work.

END OF SECTION

DIVISION 15 - MECHANICAL

SECTION 15401 - SWIMMING POOL MECHANICAL PIPING

PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

A. Work Included:

1. Repair of pool recirculation piping. Modifications required will be to pool-related piping to ensure that the existing pool systems do not leak and re-circulation system functions correctly.

1.03 Quality Assurance:

A. All Work of this Section shall be performed by a licensed swimming pool contractor (C-53)

B. Qualifications of Workers/Work:

1. Employ only experienced and competent, properly equipped workers on Project.
2. Use only new materials in new and perfect condition. Inspect all materials and immediately remove defective items from the Project Site.

B. Standards:

1. Work shall be performed following the applicable editions of all National, State and local codes, laws, regulations, and ordinances, including the following:
 - American National Standards Institute (ANSI)
 - American Society for Testing Materials (ASTM)
 - American Waterworks Association (AWWA)
2. Do not construe anything in the Drawings or Specifications to permit Work not conforming to these requirements.

1.04 Submittals:

A. Provide submittals and substitutions under Section 01300.

1.05 Product Handling:

A. Protection: Use means necessary to protect the swimming pool mechanical piping items before, during, and after installation and to protect the installed Work of other trades.

B. Replacements: In the event of damage, immediately make all repairs and replacements necessary at no additional cost to the College.

PART 2- PRODUCTS

2.01 Product Quality:

A. Materials and equipment unless noted otherwise shall be new, of the best quality for the purpose intended, and shall be marked with the manufacturer's name, data or stamp, and rating. As far as practicable, materials and equipment shall be that of one manufacturer.

2.02 Pipe and Fittings:

A. PVC Schedule 80: Type 1, normal impact, NSF approved for solvent-welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal. For above-ground (in mechanical room pool piping)

B. PVC Schedule 40: Type 1, normal impact, NSF approved for solvent-welding applications, ASTM Specification D-1785, color shall be gray. Dura, Lasco, or approved equal. For below ground (buried) pool piping.

2.03 Sleeves and Water-stops:

A. Provide prefabricated water-stops as indicated on the Drawings at all pipe penetrations through structures containing stored water (i.e., swimming pools, balance/surge tanks, etc.) to ensure leak-proof seals.

PART 3- EXECUTION

3.01 Surface Conditions:

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Pool Piping

Section 15401

- A. Inspection:
 - 1. Before Work of this Section, carefully inspect the installed Work of other trades and verify that such work is completed to the point where this installation may commence.
 - 2. Verify that items of this Section may be installed per design and referenced standards.
 - B. Discrepancies:
 - 1. In the event of a discrepancy, immediately notify the College's representative in writing.
 - 2. Do not proceed with installation in areas of discrepancy until discrepancies are resolved.
 - 3. Failure to notify the College's representative in writing of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive his work.
- 3.02 General Piping Requirements:
- A. Size any section of pipe for which size is not indicated or any intermediate section erroneously shown undersized the same size as the largest pipe connecting to it. Sizes listed are nominal.
 - B. Cut pipe accurately to job measurements and install without springing or forcing, true to line and grade, generally square with building and/or structures and adequately supported to prevent undue stress on pipe, fittings, and accessories.
 - C. Make changes of direction with manufactured fittings. Street ells, bushings, reducing flanges, close nipples, or bending of pipe is not allowed.
 - D. Use care to install piping following best practice. Plastic pipe shall allow for thermal expansion.
 - E. All above grade, below grade and buried or embedded PVC shall be installed using solvent weld fittings. Also, each fitting and pipe end shall be prepared with solvent primer. Fittings shall be joined individually and with enough time between assembly of adjacent joints to allow them to seal solidly. After joining, an even ring of primer must be visible around the entire fitting. If any fittings are installed without visible primer, the fitting shall be removed and discarded, and piping re-cut, re-chamfered, and joint made up again using a new fitting. All procedures, methods, and techniques used to solvent weld joints to follow manufacturer's recommendations.
- 3.04 Tests:
- A. Perform tests in the presence of the College's representative without pressure loss or leaks.
 - B. Do not include valves and equipment in tests. Include a connection to previously tested sections if systems are tested in sections.
 - C. Perform tests as follows:

<u>System</u>	<u>Test Pressure</u>	<u>Test Medium</u>	<u>Duration</u>
Pool Piping	30 psig	Water	4 hours
- 3.05 Pipe Material Application:
- A. PVC Schedule 40: Below grade pool piping; use standard solvent weld fittings.
 - B. PVC Schedule 80: Above grade, pool piping use flanged Schedule 80.
- 3.06 Flushing of Pool Lines:
- A. Flush or blow pipes free from foreign substances before installing valves stops or making final connections. Clean piping systems of dirt and dust before initial start-up.
- 3.07 Clean-Up:
- A. After all, Work has been tested, approved and reviewed; the Contractor shall thoroughly clean all parts of the equipment installations. Exposed parts shall be cleaned of cement, plaster and other materials and all grease and oil spots removed with solvent.
 - B. The Contractor shall remove debris from the Project site. Cartons, Boxes, packing crates and excess materials not used, occasioned by this work shall be disposed of to the satisfaction of the College's representative.
 - C. If the above requirements of clean-up are not performed to the satisfaction of the College's representative, the College reserves the right to order the work done, the cost of which shall be borne by the Contractor.

END OF SECTION

DIVISION 16: ELECTRICAL

SECTION 16401 - SWIMMING POOL ELECTRICAL

PART 1- GENERAL

1.01 Division 1 and the General Conditions apply to all work of this Section.

1.02 Description:

- A. Work Included: This Specification and the associated Drawings cover the complete swimming pool electrical system and all related Work including but not limited to:
1. Return pool recirculation system to complete and operable system.
 2. Replace underwater lights with new LED underwater lighting fixtures.
 3. Complete grounding & bonding system as required by CEC 680 and as shown on the Drawings.
 5. Testing and adjusting.
 6. Cleaning of all completed Work.

1.03 Quality Assurance:

A. Qualifications of Workers:

1. Provide at least one person, who shall be present at all times during the execution of the Work of this Section, who shall be thoroughly familiar with the type of materials being installed and the best methods for the installation and who shall direct all Work performed under this Section.
2. Use only experienced electricians completely familiar with the type of construction involved and the materials and techniques specified.

B. Ordinances and Codes: Materials and construction shall conform with applicable sections of the **California Electrical Code**; California Administrative Code, Title 24; Electrical Safety Orders of the State of California; Department of Industrial Relations; regulations of the State Fire Marshal; rules and regulations of the Board of Underwriters of the Pacific; and all applicable codes, ordinances, rules and regulations which apply to the construction. In the event of a conflict between the referenced codes, ordinances, Drawings and Specifications, the more stringent shall govern. Any changes required to the Drawings to conform with above mentioned "more stringent" requirement shall not be the cause for additional charges or claims by the Contractor.

C. Verification of Conditions:

1. Before commencing work, the Contractor shall inspect the Project site and by submitting a bid for this work shall be deemed to have verified all existing conditions and accepted same as accurate and complete.
2. The Work under this Section has been indicated on the Drawings in locations that should allow installation without interfering with the Work of other trades; however, the locations are diagrammatic only, and the exact finish location of equipment and materials cannot be indicated. Therefore, locations to receive Work and equipment shall be verified to avoid interference, preserve headroom and keep openings and passageways clear. Changes shall be made in locations of equipment and materials that may be necessary to accomplish these purposes.

D. Preliminary Operations and Testing:

1. Motor-driven equipment shall be tested for correct rotation and completion of all connections.
2. Wiring and connections shall be tested for continuity, shorts and improper grounds following the requirements of the National Electrical Code. Receptacle outlets shall be tested for proper grounding. Repairs resulting from the tests or preliminary operation of the equipment shall be made at the Contractor's expense and shall not be the cause for additional charges or claims by the Contractor.
3. Required tests, in addition to those mentioned above, include but are not limited to:
 - a) Ground resistance test.

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- b) Service and feeder conductors insulation resistance.
 - c) Motor controls and disconnecting devices.
 - E. Permits and Inspection: All permits shall be obtained and paid for by the Contractor. All inspections shall be arranged and applied for by the Contractor. Deliver all inspection certificates to the College representative before Final Completion of the work. All fees and charges shall be included in the original bid price and shall not be the cause for additional costs or claims by the Contractor.
- 1.04 Submittals:
- A. Provide submittals in accordance with Section 01300.
- 1.05 Product Handling:
- A. Protection: Use all means necessary to protect electrical materials before, during, and after installation and to protect the installed Work of all other trades.
 - B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the review of the College representative at no additional cost to the College.

PART 2- PRODUCTS

- 2.01 Materials, General:
- A. Materials shall be new, in unbroken packages and bear the U.L. label of approval.
 - B. Equipment of one type shall be of the same manufacturer. Use one type and one manufacturer for electrical equipment, including conduit, wire, conduit fittings, fixtures of the same general type, and, wiring devices, etc.
- 2.02 Conduit and Fittings:
- A. Conduit within or under buildings or where exposed outdoors shall be U.L. approved plastic except where noted otherwise on the Drawings.
 - B. Protect, before installation, metallic conduit runs in all slabs laid on grade or in contact with the earth or exposed in damp locations, with two (2) heavy coats of asphaltum rust-resisting compound.
 - C. Encase conduits 1-1/2" or larger run underground, outside, or under buildings, in concrete envelopes a minimum of 3" thick, except as indicated otherwise on Drawings or stub-outs. Conduits 1-1/4" and smaller laid partially in the lower part of or under concrete shall have a minimum of 3" of concrete encasement all around.
 - D. The low voltage runs underground outside buildings, 1-1/4" or smaller, shall be PVC and concrete encased.
 - E. Service conduits through foundations or concrete members shall run through PVC schedule 80 sleeves with adequate clearances for full movement of the conduit. Do not run conduits through footings.
 - F. Cap all conduit or duct stub-outs with standard factory caps, except cap threaded steel conduit with B.I. Water pipe caps in outdoor locations.
 - G. Use conduit fittings as manufactured by Crouse-Hinds Company, Appleton Electric Co., or reviewed equal.
 - H. Employ U.L. liquid-tight fittings for use with liquid-tight flexible metal conduit.
- 2.03 Grounding & Bonding:
- A. Bond together and ground to a common ground at a single point all metallic conduit, piping systems, pool reinforcing steel, metal parts of ladders, lifeguard stands, handrails and their supports and the like. The bonding conductor shall not be smaller than #8 copper.
- 2.04 Wiring Connections:
- A. Make connections without strain on conductors, allowing the conductors to take a natural position after connections or taps are made. Include all strand of wire in making the connection.
 - B. Make connections for wiring by one of the following means:
 - 1. Make all taps or connections to conductors with compression type connectors except

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those smaller than #8 B&S gauge may have soldered connections. Solderless connections for #10 AWG or smaller may be used and shall be "Scotchlok," Buchanan, or approved equal. For #8 AWG or larger, they shall be T&B "Lock Tite," Burndy "Versitaps," or reviewed equal.

2.05 Conductors:

A. Copper RHW or THW. Do not make splices between boxes.

2.06 Color Coding:

- A. Neutrals (identified conductors shall be white).
- B. Phase conductors shall be red for phase B; blue for phase C.
- C. Green shall be used for mechanical equipment and receptacle grounds only.

2.07 Ground Fault Circuit Interrupters:

- A. The minimum rating shall be 20 amperes, 125V, 5 milliamps trip setting, Class A per UL943.
- B. Manufacturer to be Crouse-Hinds, Leviton, or approved equal.

2.08 Boxes:

- A. Boxes shall be of the size required by ordinances or larger, and of pressed galvanized code gauge steel where concealed or exposed on ceilings. Exposed boxes on walls below 7'6" shall be cast steel similar to "FA" conduits.
- B. Outlets to be surface where wiring is exposed and flush in areas where conduit is concealed.
- C. Provide surface outlets with proper galvanized steel surface cover. Box and cover shall be deep enough to provide at least 1/4" clearance between the back of device and back of box. Where box contains more than one device, use proper gang box with appropriate cover. Surface outlet boxes shall be of the threaded hub type wherever below 8'0".
- D. Provide exposed junction boxes with proper flat blank galvanized cover. If necessary for cable installation, additional pull boxes or junction boxes may be installed in accessible locations.
- E. Where pull boxes larger than outlet boxes are required, galvanized code gauge sheet steel boxes may be used with covers attached by brass machine screws. Boxes exposed to the weather shall be approved for the purpose, and conduit entrances shall be on the bottom made by means of an interchangeable hub with gasket and adapter nut. Pull boxes not shown on Drawings may be added only after review of College representative of size and location is obtained.
- F. For outlets exposed to weather or where noted, cast outlet boxes shall be Crouse-Hinds, Appleton, or approved equal. Boxes shall have proper number and size hubs. Device plates, covers, adapters, and boxes shall be as manufactured by Crouse-Hinds, Appleton, or reviewed equal.
- G. Exposed junction boxes, outlet boxes and pull boxes for pool chemical rooms shall be NEMA IVX type suitable for corrosive atmosphere, non-metallic.
- H. Exterior J-Boxes to be Hydrel 1719 or larger – brass sized to fit the application.

PART 3- EXECUTION

3.01 Inspection:

- A. Verify conditions at the Project site before submitting a bid. Be responsible for providing all necessary wiring for the new electrical systems. Wherever wiring is being disrupted due to remodeling or changes, reconnect existing and provide new wiring circuits to accomplish a fully operable system at no additional cost to the College.

3.02 Coordination:

- A. The Drawings are essentially diagrammatic and indicate the desired location, size, routes, connection points, etc., and are to followed as closely as possible. Proper judgment must be exercised in executing the Work so as to provide the best possible installation in the available space and to overcome difficulties, limitations, or interference wherever encountered. Be responsible for the correct placement of this Work, the proper location and connection in relation to Work of other trades, for determining the exact location of all conduits, outlets and equipment, and for installing the conduits in such a manner as to conform to the structure, avoid obstruction,

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preserve headroom and keep openings and passageways clear. Particular attention is directed to the close coordination required on exposed Work. Locations shown on Architectural or Mechanical Drawings take precedence over those shown on Pool Electrical Drawings. Make use of all the data in the Contract Documents and verify this information at the site.

3.03 Installation:

A. Conduit Installation:

1. Conduit and raceway systems shall be mechanically and electrically continuous from sources of current to all outlets in a manner to provide a continuous grounding path. Close ends of the conduit during construction to prevent entrance of dirt or moisture.
2. Securely fasten conduit to the building construction within three feet of each outlet and within every ten feet thereafter. Secure it to boxes, cabinets, pull boxes, terminals with two lock-nuts and ends equipped with bushings or an approved terminal fitting. Cut square with ends carefully reamed.
3. Make bends or elbows so that the conduit will not be injured or flattened.

3.04 Adjustment and Clean-Up:

- A. Preliminary Operation: Should the College representative or College feels it necessary to operate the electrical installation or any part thereof before Substantial Completion of the Work, consent to such preliminary operation and supervise conduction of same. Pay all costs occasioned by such operation. Preliminary operation shall not be construed as an acceptance of any Work installed under this Contract.
- B. Clean-up: Upon completion of the Work of this Section, immediately remove all electrical materials, debris, and rubbish occasioned by this Work.

END OF SECTION