BID DOCUMENTS COVER SHEET

CONTRACT DOCUMENTS

FOR

C-608 PEK Swing Space Site Clearing

AT

CONTRA COSTA COLLEGE

2600 Mission Bell Drive, San Pablo, California 94806

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

ARCHITECT/ENGINEER:

Lionakis
1919 19th Street
Sacramento, CA 95811

September 24, 2018
ARCHITECT:  
LIONAKIS  
Jonathan McMurtry  
1919 19th Street  
Sacramento, CA 95811  
(415) 227-0100

CIVIL ENGINEER:  
BKF ENGINEERS  
James T. McCurdy  
980 9th Street, Suite 1770  
Sacramento, CA 95814  
(916) 556-5800

ELECTRICAL ENGINEER:  
PETERS ENGINEERING  
Gino Romano  
2411 Alhambra Blvd., #100  
Sacramento, CA 95917  
(916) 447-2841

END OF SECTION 00007
SECTION 00010

TABLE OF CONTENTS

DIVISION 00
PROCUREMENT AND CONTRACTING REQUIREMENTS
SECTION 00001 TITLE PAGE
SECTION 00010 TABLE OF CONTENTS
SECTION 00015 PROJECT DIRECTORY
SECTION 00100 NOTICE INVITING BIDS
SECTION 00200 INSTRUCTIONS TO BIDDERS
SECTION 00210 INFORMATION AVAILABLE TO BIDDERS
SECTION 00300 BID PROPOSAL FORM
SECTION 00450 CERTIFICATION OF SITE VISIT
SECTION 00500 PERFORMANCE AND PAYMENT BONDS
SECTION 00510 NOTICE OF AWARD
SECTION 00600 CONSTRUCTION AGREEMENT
SECTION 00650 NOTICE TO PROCEED
SECTION 00800 SUPPLEMENTARY GENERAL CONDITIONS
SECTION 00800.1 SUBSTITUTION REQUEST FORM

DIVISION 01
GENERAL REQUIREMENTS
SECTION 01010 SUMMARY OF WORK
SECTION 01050 FIELD ENGINEERING
SECTION 01330 SUBMITTAL PROCEDURES
SECTION 01340 ADMINISTRATIVE FORMS AND LOGS
SECTION 01400 QUALITY CONTROL REQUIREMENTS
SECTION 01410 REGULATORY REQUIREMENTS
SECTION 01412 HAZARDOUS MATERIALS
SECTION 01415 MITIGATION MONITORING REGULATORY REQUIREMENTS
SECTION 01416 SPECIAL PROCEDURES
SECTION 01500 TEMPORARY FACILITIES CONTROLS
SECTION 01505 CONSTRUCTION WASTE MANAGEMENT
SECTION 01572 STORM WATER POLLUTION PREVENTION
SECTION 01610 BASIC PRODUCT REQUIREMENTS
SECTION 01710 CLEANING REQUIREMENTS
SECTION 01722 EXECUTION REQUIREMENTS
SECTION 01730 CUTTING AND PATCHING
SECTION 01780 PROJECT RECORD DOCUMENTS
DIVISION 02  EXISTING CONDITIONS
SECTION 02 40 00  DEMOLITION

DIVISIONS 03-07  NOT USED.

DIVISION 08  OPENINGS
SECTION 08 71 00  DOOR HARDWARE

Divisions 09 – 21  NOT USED.

DIVISION 22  PLUMBING
SECTION 22 01 00  OPERATION AND MAINTENANCE OF PLUMBING
SECTION 22 05 00  COMMON WORK RESULTS FOR PLUMBING
SECTION 22 05 23  GENERAL DUTY VALVES FOR PLUMBING PIPING
SECTION 22 07 00  PLUMBING INSULATION GENERAL REQUIREMENTS
SECTION 22 07 19  PLUMBING PIPING INSULATION
SECTION 22 11 16  DOMESTIC WATER PIPING
SECTION 22 13 00  FACILITY SANITARY SEWERAGE
SECTION 22 13 16  SANITARY WASTE AND VENT PIPING

DIVISION 23 – 25  NOT USED.

DIVISION 26  ELECTRICAL
SECTION 26 05 00  COMMON WORK RESULTS FOR ELECTRICAL
SECTION 26 05 19  CONDUCTORS AND CABLES
SECTION 26 05 26  GROUNDING AND BONDING
SECTION 26 05 33  RACEWAYS AND BOXES
SECTION 26 05 43  UNDERGROUND DUCTS AND RACEWAYS FOR ELECTRICAL SYSTEMS
SECTION 26 05 53  IDENTIFICATION
SECTION 26 05 73  OVERCURRENT PROTECTIVE DEVICE COORDINATION STUDY
SECTION 26 08 00  COMMISSIONING ELECTRICAL SYSTEMS
SECTION 26 22 00  LOW VOLTAGE TRANSFORMERS
SECTION 26 24 13  SWITCHBOARDS
SECTION 26 24 16  PANELBOARDS
SECTION 26 28 16  ENCLOSED SWITCHES AND CIRCUIT BREAKERS
SECTION 26 56 68  EXTERIOR ATHLETIC LIGHTING

DIVISION 27 – 30  NOT USED.

DIVISION 31  EARTHWORK
SECTION 31 11 00  CLEARING AND GRUBBING
SECTION 31 13 00  SELECTIVE TREE REMOVAL AND TRIMMING
SECTION 31 23 33  TRENCHING AND BACKFILLING

DIVISION 32  EXTERIOR IMPROVEMENTS
SECTION 32 05 23  CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS
SECTION 32 11 00  BASE COURSES
SECTION 32 12 00  FLEXIBLE PAVING
SECTION 32 13 00  RIGID PAVING
SECTION 32 16 13  CONCRETE CURBS AND GUTTERS
SECTION 32 17 23  PAVEMENT MARKINGS
SECTION 32 18 23.53 ASPHALT SPORTS COURT SURFACING
SECTION 32 31 13  CHAIN LINK FENCES AND GATES

DIVISION 33  UTILITIES
SECTION 33 05 16  UTILITY STRUCTURES
SECTION 33 10 00  WATER UTILITIES
SECTION 33 30 00  SANITARY SEWER UTILITIES

DIVISIONS 34 – 49  NOT USED.

DRAWINGS
GENERAL
G-001  COVER SHEET
GA101  SITE PLAN – CAMPUS
GA102  SITE PLAN – ACCESSIBILITY
GA103  SITE – FIRE ACCESS
GA 104  LIFE SAFETY FLOOR PLANS
CIVIL
C1.0   NOTES, LEGENDS AND ABBREVIATIONS
C2.0   EXISTING CONDITIONS
C3.0   DEMOLITION PLAN
C4.0   IMPROVEMENT PLAN
C5.0   GRADING AND UTILITY
C6.0   EROSION CONTROL PLAN
C7.0   DETAILS

ARCHITECTURAL
AS111   SITE PLAN
AS112   LOCKER PORTABLES PLAN (SWING SPACE)
AS113   AREA UNDER BLEACHERS PLAN

PLUMBING
P-001   SYMBOLS, NOTES & SCHEDULES
P-002   PLUMBING CALCULATIONS
PS-111   SITE PLAN – PLUMBING
P-411   ENLARGED PLANS

ELECTRICAL
E-001   SYMBOLS, NOTES & SCHEDULES
ES-111   SITE PLAN – ELECTRICAL
ES-112   PARTIAL SITE PLAN – ELECTRICAL
ES-511   DETAILS
E-601   ONE LINE DIAGRAM AND PANEL SCHEDULES

FIRE ALARM
FA-001   SYMBOLS, NOTES & SCHEDULES
FA-112   FLOOR PLAN – FIRE ALARM
FA-601   WIRING DIAGRAM & CALCS

LOCKER ROOM PORTABLE 48 X 40 DAS APP PC# 04-115748
A0.0   COVER SHEET
A0.1   TYPICAL KEY PLAN AND SCHEDULES, GEN NOTES
A0.2   SIGNAGE AND SYMBOLS
A0.3   DSA-103 T&I CONCRETE FLOORS
A0.4   DSA-103 T&I PLYWOOD FLOORS
A0.5   CAL GREEN SPEC’S
A0.6   CAL GREEN CHECKLIST
A0.7   CAL GREEN CHECKLIST
A1.2   48 X 40 FLOOR PLAN
A2.1   ARCHITECTURAL DETAILS (WOOD FRAMING SHTG FINISH)
A2.9   ARCHITECTURAL DETAILS (FLOOR)
A3.2.1   CEILING NOTES
A3.2   RCP
A3.3   CEILING NOTES (T-GRID)
A4.0.1   ROOF PLAN MONO SLOPE (STANDING SEAM)
A4.1   ROOFING DETAILS (STANDING SEAM)
A5.0   SIDEWALL ELEVATION
A5.1   ENDWALL ELEVATIONS
A5.2   INTERIOR ELEVATIONS
A6.0   SECTION – STANDING SEAM (MONO)
A6.2   SECTION
E1.4   ELECTRICAL PLAN 48 X 40
E1.5   ELECTRICAL SCHEDULE
F1.10   WOOD FOUNDATION NOTES SCHED FOR BLDG W/50+15
F1.13   WOOD FOUNDATION PLAN 48 X 40 BUILDING W/50+15
F1.40   WOOD FOUNDATION DETAILS
M0.1   MISCELLANEOUS NOTES & DETAILS
M1.0   RESERVED FOR T24 ENERGY CALCS
M2.0   RESERVED FOR T24 ENERGY CALCS
M3.0   RESERVED FOR T24 ENERGY CALCS
M4.0   RESERVED FOR T24 ENERGY CALCS
M7.1   MECHANICAL CEILING PLAN
S0.1   STRUCTURAL GEN NOTES
S1.0.1   WD SHTH’G FLR FRM’G PLAN (50+15PSF)
S1.2   STRUCTURAL DETAILS (FLOOR)
S3.0.1   MONO SLOPE ROOF FRM’G PLAN
S3.1   STRUCTURAL DETAILS (ROOF)
S3.3   ROOF PERIMETER TRUSS
S4.1   WD WALL FRAMING ELEVATIONS
S4.2   WALL DETAILS (WOOD FRAMING)
S4.4   TYP FRAMING
S4.5   FRAMING SCHEDULES
S5.0   LONG SECTION – (MONO)
SR0   MODULE PLAN AND NOTES
SR1   RAMP LANDING
SR2       LANDING FRAME
SR3       FOUNDATION PLAN
SR4       RAMP ELEVATION
SR5       RAMP DETAILS
SR6       RAMP DETAILS
ALT-01    CONTRA COSTA COMMUNITY COLLEGE
ALT-02    CONTRA COSTA COMMUNITY COLLEGE
ALT-03    CONTRA COSTA COMMUNITY COLLEGE

END OF SECTION 00010
SECTION 00015
PROJECT DIRECTORY

ARCHITECT: LIONAKIS
1919 19th Street
Sacramento, CA 95811
Jonathan McMurtry
916-556-5800

ELECTRICAL ENGINEER: PETER’S ENGINEERING
2411 Alhambra BLVD., SUITE 100
Sacramento, CA 95817
Gina Romano
TEL: (916) 447-2841 x. 305

PLUMBING ENGINEER: PETER’S ENGINEERING
2411 Alhambra BLVD., SUITE 100
Sacramento, CA 95817
Sean Tichenor x. 315
TEL: (916) 447-2841 x. 305

CIVIL ENGINEER: BKF ENGINEER
980 9th Street, Suite 1770
Sacramento, CA 95814
Jim McCurdy

OWNER: Contra Costa Community College District
500 Court Street
Martinez, CA 94553
925-229-1000

FACILITIES PLANNING:

Ines Zildzic, Chief Facilities Planner (Interim)
925-229-6842

Kathleen Halaszynski, Director of Construction Program Control
925-229-6846

Ben Azarnoush, District Design Director
(925) 229-6844

PJ Roach, District Project Manager/Buildings and Grounds
(925) 229-6964
Tracy Marcial, Energy Manager
(925) 229-6933

CONSTRUCTION MANAGER: Herman Blackmon
Critical Solutions, Inc.
1801 Oakland Blvd., Suite 300
Walnut Creek, CA 94596
925-944-5060 - Office
510-593-9882 - Cellular

END OF SECTION 00015
NOTICE IS HEREBY GIVEN that the Governing Board of the Contra Costa Community College District (District), Martinez, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled **C-608 PEK Swing Space Site Clearing**.

**Construction Cost Estimate (Range): $100,000 to $200,000; License Required: Only submissions from qualified Vendors holding a California B-General Building Contractor’s.**

**Scope:**
In general, the Work consists of:
Clear and grub planter area to create level asphalt surface for the purpose placing two 48’ X 40’ portables and connecting power and data. Portables will be utilized as individual locker rooms for men and women.

For information directly from the District, you may also log in to the District Website: [http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx](http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx). Project documents available include but are not limited to plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage.

All questions related to this project must be in writing and are directed to:

**Jovan Esprit, Contracts Manager**
Contra Costa Community College District
500 Court St., Martinez, CA 94553
Email: jesprit@4cd.edu
Facsimile: 925-370-7512;

Each bid shall be made on the Bid Form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier’s Check in the amount of 10% of bid (made payable to the Contra Costa Community College District). The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

**IMPORTANT INFORMATION:**

Important Information:

**Pre-Bid Meeting and Job Walk, Date / Time:** October 9, 2018, 2:00PM — MANDATORY
**Pre-Bid Meeting and Job Walk, Location:** Gymnasium (Building G) – Main Entrance
Contra Costa College
2600 Mission Bell Drive
San Pablo, CA 94806

**Last Date / Time for Bidder’s Requests for Information:** October 12, 2018, prior to 1:00PM
**Last Day to Issue Addendum:** October 17, 2018, prior to 5:00PM
Bids Due No Later Than, Date / Time: October 22, 2018, prior to 2:00PM
Bids Must Be Received at: Contra Costa Community College District (Lobby)
500 Court St.
Martinez, CA 94553
Attn: Jovan Esprit – Contracts Manager (CCCD)

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted, and will be returned to the Bidder unopened.

The successful bidder will be required to furnish a labor and material bond in an amount equal to one hundred percent (100%) of the contract price and a faithful performance bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Contra Costa Community College District and authorized to execute such surety in the State of California.

This project is a public works project and is subject to prevailing wage rate laws. A copy of the prevailing rates of wages is on file with the Contracts & Purchasing Office of the Contra Costa Community College District. Said rates of wages shall be included in the contract for the work by this reference.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the “Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor’s obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

Attention is directed to Section 00600, Construction Agreement, Article 5, and GENERAL CONDITIONS, Article 8, paragraphs 8.4.1 and 8.4.2, regarding liquidated damages. Liquidated Damages shall be set for $500 Dollars for each calendar day the work is delayed beyond the Contract Substantial Completion date. The Governing Board of the Contra Costa Community College District reserves the right to reject any and all bids and/or waive any informality or irregularity in any bid received. No bidder may withdraw their Bid for a period of ninety (90) days after the date set for opening thereof.

END OF SECTION 00100
SECTION 00200
INSTRUCTIONS TO BIDDERS

1.1 ISSUING OF DOCUMENTS
A. The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.
B. For information directly from the District, you may log in to the District Website: http://www.4cd.edu/webapps/PurchasingViewBids/default.aspx. Project documents available include but are not limited to plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage. Bidding Documents may be examined at the Contra Costa Community College District, 500 Court Street, Martinez, CA 94553. By Appointment: Georgette Stewart, Facilities Department, phone: (925)229-6847.

1.2 QUALIFICATIONS OF BIDDERS
A. Bidders may be required to furnish evidence satisfactory to the District and the Architect that he has sufficient means and has had sufficient experience in the class of work called for to enable him to complete the Contract in a satisfactory manner.
B. Bidders shall be Contractors properly licensed in accordance with the laws of the State of California.
C. The successful Bidder shall furnish satisfactory Certificates of Insurance coverage as specified in the Contract Documents.

1.3 RECEIPT AND OPENING OF BIDS
A. Contra Costa Community College District hereinafter referred to as the District, will receive Bids at the same time and place specified in the Notice inviting Bids.
B. Complete the Bid Form included in the Project Manual.
C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated as C-608 Swing Space Clearing Project – Contra Costa Community College District”. The envelope shall contain the name and address of the Bidder.
D. Bids that are mailed shall have the previously described envelope placed inside an envelope addressed to: CONTRA COSTA COMMUNITY COLLEGE DISTRICT, 500 Court Street, Martinez, CA 94553 ATTENTION: JOVAN ESPRIT, Contracts Manager. Bids should be mailed in time to be received prior to the time set forth in the Advertisement for Bids.
E. Bids which are conditional (or which make alterations, omissions, or reservations to the terms of the Bidding Documents) may be rejected as non-responsive.
F. All monetary figures are required, both in writing and in numerals. In event of conflict between written quotations and numerical quotations, written quotations shall govern.
G. Type or print all bid data legibly in ink except signatures which shall be in script. Mistakes may be crossed out and corrections inserted, if each is initialed in ink by signer of Bid.
H. Bidder’s business address and signature shall be on the Bid. A Bid by a partnership shall furnish the full names of partners and be signed in the partnership name by one member of the partnership, or by authorized representative, followed by the signature and designation of the person signing. Bids by corporations, with corporate seal affixed, shall be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and designation of the person authorized to bind it to the matter. The name of each person signing shall also be typed or printed below the respective signatures. When required by the District, satisfactory evidence of authority of the office signing in behalf of the corporation shall be furnished.

I. No Bids will be received after the date and time set forth in the Notice Inviting Bids.

1.4 BID SECURITY
A. Submit with the Bid a Bid Security in the amount of 10 percent (10%) of the Bid.
B. The District reserves the right to forfeit the Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

1.5 SURETY BONDS
A. The successful Bidder shall furnish a Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price and a faithful Performance Bond in the amount equal to 100 percent (100%) of the Contract Price as security for the successful performance of the work and payment of persons performing labor and furnishing materials. The Bonds shall be executed by a surety company or companies acceptable to the District and authorized to execute such in the State in which the Project is located and shall be furnished within 10 days after Notice of Acceptance of said Bid. Surety shall be made in favor of the District and shall cover the guarantee periods as well as the construction period.

1.6 WITHDRAWAL OR REVISIONS OF BID
A. This Bid may be withdrawn or revised prior to the scheduled time for receipt. Bids not withdrawn prior to the scheduled time for receipt may not be withdrawn for a period of 90 days.

1.7 BID PROTESTS
A. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.
B. Bidder may file a protest with the District against the Bid of other Bidder or Bidders (“Bid Protest”) subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are a Bidder’s sole and exclusive remedy in protesting other Bidders’ bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue a Bid Protest, or to contest the District’s award of the contract for the work that is the subject of the Bid, in any legal proceeding before any authority with jurisdiction.
C. Bid Protests and Responses shall be governed by the following time limitations:

1. Bidder must deliver any Bid Protest to the District in writing before, 2:00PM three (3) working days after the date of bid opening. The District will reject any Bid Protest not received by the District by this deadline. Bidder must concurrently deliver a copy of its Bid Protest to all Bidders against whose Bids the Bid Protest is directed. The Bidder must include with its Bid Protest written proof to the District’s satisfaction that Bidder has delivered a copy of its Bid Protest to the other Bidder whose bid is the subject of the Bid Protest.

2. A Bidder whose Bid is the subject of a Bid Protest must deliver its written response, if any, (“response”) to the District, before, 2:00PM three (3) working days after the date of bid opening. The District will reject any Response not received by the District by this deadline.

D. Delivery of Bid Protest or Response:

1. Bidder may deliver a Bid Protest to the District by personal delivery or electronic transmission such as by facsimile. Bidder is solely responsible for ensuring that the District receives any Bid Protest or Response by the deadlines set forth herein.

2. The District will not consider Bid Protests or Responses by telephone conversation or any other non-written communication.

3. Bidder shall submit any Bid Protest or Response to:
   Dave Wetmore, Director of Purchasing, 500 Court Street, Martinez, CA 94553.

E. Content of Bid Protest:

1. A Bid Protest must state the basis for the protest and provide supporting evidence.

2. A Bid Protest must refer to the specific portion of the Bid that forms the basis of the protest.

3. A Bid Protest must include the name, address, and telephone number of the person representing the protesting Bidder.

4. A Bid Protest must be clearly identified as a Bid Protest.

1.8 AWARD AND REJECTION OF BIDS

A. In awarding or rejecting Bids, the District reserves the following rights:

1. Identification of successful Bidder will not be determined at time of opening Bids.

2. To obtain opinion of counsel on legality and sufficiency of bids.

3. To reject all Bids, to re-bid, or waive irregularities or informalities in a Bid, and to accept or reject alternates.

4. Request proof that the successful Bidder can provide performance and payment bonds as required.

1.9 EXAMINE DOCUMENTS AND VISIT SITE

A. Before submitting a Bid, the Bidder shall examine the Bidding Documents, visit the site of the work, attend the required site visit arranged by the District and obtain Certification of
Attendance signed by the District, ascertain existing conditions and limitations, including those of labor, and include in the Bid a sum to cover the cost of all items described in the Contract Documents.

B. No consideration will be granted for alleged misunderstanding of the materials to be furnished or work to be done. The tender of a Bid carries with it the agreement to terms and conditions referred to in the Contract Documents.

1.10 DISCREPANCIES, AMBIGUITIES, OR CONFLICTS

A. If the Bidder is 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 must be submitted to the District’s Contract Manager. Bidders are solely responsible for submitting to District’s Contract Manager such request. Ambiguities or inconsistencies arising as a result of separation of sections or portions of the drawings or specifications by or for subcontractor bidding shall not relieve the Contractor for providing the complete Work without increase to or adjustment in the Contract Price or the Time for performance. Interpretations or corrections of the Contract Documents will be by written addendum issued by the Architect. 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.

1.11 ADDENDA

A. Cost for work included in any Addenda issued during the time of bidding shall be included in the Bid and will become a part of the Contract. List Addenda received as indicated on the Bid Form.

1.12 FORM OF AGREEMENT

A. The form of agreement to be used for the Contract is provided by the District and is included in the Project Manual.

1.13 AWARD OF CONTRACT

A. The District will be allowed a period of ninety (90) days after Bid Opening Date for evaluating the Bids.

B. Bidders of record will be notified of the results of the District’s evaluation of bids and Award of Contract, if any.

C. The contractor shall begin work within ten (10) calendar days of receipt of Notice to Proceed.

END OF SECTION 00200
SECTION 00210
INFORMATION AVAILABLE TO BIDDERS

PART 1 - REPORT AND INFORMATION

1.1 Existence of reports, record drawings, and utility surveys: Contra Costa Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.

1.2 Available Documentation: The following existing documentation is available for review through District office for this project:

A. Existing College Complex Drawings
B. Campus Utilities Maps
C. Geotechnical Report by Kleinfelder

1.3 Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.

1.4 The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

END OF SECTION 00210
SECTION 00300

BID PROPOSAL FORM

PROJECT NUMBER / NAME: C-608 PEK Swing Space Site Clearing

CAMPUS / LOCATION: Contra Costa College, 2600 Mission Bell Drive, San Pablo, CA. 95806

DISTRICT: CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

Herein Referred to as "District"

1. INTRODUCTION

A. The Bidder proposes to perform the Work for the Contract Sum and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.

B. The Bidder certifies this Bid is submitted in good faith.

C. The Bidder agrees that the Contract Sum and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.

D. The signed copy of the Certification of the Visit to the Site shall be attached to the Bid Form Submittal.

E. A fully executed Statement of Bidder's Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.

F. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.

G. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on the total of Item 2.A Base Bid.

H. The District reserves the right to award the Additive/Deductive Alternates, if any, through change orders as budget allows within 30 calendar days after the Award of Contract.

2. CONTRACT SUM

A. BASE BID
   For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes, and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Sum in the amount of:

   __________________________________________Dollars ($__________________________)
3. **COMPLETION TIME**

   A. For establishing the Date of Final Completion the contract time for the Base Bid shall be as indicated in Section 00600, Construction Agreement. This time may be subject to modification to facilitate the work, as mutually agreed upon at a later date.

   B. The Bidder certifies that the Bid is based on the Contract Time for completion as stated in Section 00600, Construction Agreement. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

4. **ADDENDA**

   A. The Bidder acknowledges receipt of the following Addenda, and certifies the Bid has provided for all modifications and considerations required therein.

   None [ ]

   Addendum No.: ________ dated ____________________

   Addendum No.: ________ dated ____________________

   Addendum No.: ________ dated ____________________

   Addendum No.: ________ dated ____________________

   Addendum No.: ________ dated ____________________

   B. List of Additional Addenda Attached: Yes [ ] No. [ ].

5. **DESIGNATION OF SUBCONTRACTORS**

   A. The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Sum.

   B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.

   C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.

   D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.
<table>
<thead>
<tr>
<th>Type of Work</th>
<th>Subcontractor's Name</th>
<th>Business Address/Phone</th>
<th>CSLB License # and DIR Registration #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

E. Complete list of Subcontractors is attached: Yes [ ] No [ ]

F. Continuation list of Subcontractors is attached: Yes [ ] No [ ]

6. ACCEPTANCE AND AWARD

A. The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.

B. If written notice of acceptance of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the notification of acceptance.

C. Notice of acceptance or request for additional information may be addressed to the Bidder at the address provided.

7. BID SECURITY

A. The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

   ( ) Bid Bond Issued By: ________________________________

   ( ) Certified or Cashier's Check No. ________________________________

   Issued by: ________________________________

8. BIDDER'S BUSINESS INFORMATION

A. Individual [ ]: ________________________________

   Personal Name: ________________________________
B. Partnership [ ]:

Co-partners’ Names: __________________________

Business Name: __________________________

Address: __________________________

Zip Code: __________

Telephone: __________________________

Fax Number: __________________________

C. Corporation [ ]:

Firm Name: __________________________

Address: __________________________

Zip Code: __________

Telephone: __________________________

Fax Number: __________________________

State of Incorporation: __________________________

President: __________________________

Secretary: __________________________

Treasurer: __________________________
Manager: 

D. Power of Attorney: Name:__________________________
Title:__________________________________

E. Contractor License No. ______________State of _____________

F. Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:
Yes [ ] No [ ].

G. Upon request, furnish appropriate documentation to substantiate and/or support the data given.

9. The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this day of ____________________________

CSLB License No Expiration Date DIR Registration No.

__________________________________
Firm Name

__________________________________
Signature

__________________________________
By (Print or Type Name)

__________________________________
Title

End of Section 00300
CERTIFICATION OF SITE VISIT

The Governing Board of the
Contra Costa Community College District
500 Court Street
Martinez, CA 94553

Gentlemen/Ladies:

I visited the **CCC PEK Swing Space Site Clearing Project** site,
on _______________________________ at ________________ AM PM (Circle One)

to inspect the proposed work, which would be turned over to me in its present condition, with a representative
of the Contra Costa Community College District in order to acquaint myself with the proposed work so that I
might fully understand the facilities, difficulties, and restrictions attending the execution of the work under the
contract, and acknowledge I had the opportunity to check the Record Drawing as-built drawings and/or
previous Contract Documents, site conditions and Bid Documents with the authorized representative of the
District.

**Owner Representative:**

<table>
<thead>
<tr>
<th>Project Manager – CCCCD Facilities</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>or</td>
<td></td>
</tr>
<tr>
<td>District Project Manager – Buildings &amp; Grounds</td>
<td>Date</td>
</tr>
</tbody>
</table>

**Bidder:**

Name of Firm or Company

Authorized Signatory

Address

Phone Number      Fax Number

NOTE: Any bidder who fails to return this CERTIFICATION, fully executed, including signature of
company representative AND a Contra Costa Community College District representative, with the
proposal form, may have their bid rejected as non-responsive.

**END OF SECTION 00450**
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Contra Costa Community College District (sometimes referred to hereinafter as “Obligee”) has awarded to ________________________________ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: ________________________________ (hereinafter referred to as the “Public Work”); and

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

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

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

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

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

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

PRINCIPAL/CONTRACTOR:

________________________________________

By: ____________________________________

SURETY:

________________________________________

By: ____________________________________

Attorney-in-Fact
IMPORTANT:  THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

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

_____________________________________________  ________________________________________________

_____________________________________________  ________________________________________________

Telephone: ____________________________  Telephone: ____________________________

STATE OF CALIFORNIA  )
COUNTY OF  ) ss.

On ___________________________ before me, ______________________________________,
(insert name and title of the officer)
a Notary Public in and for said State, personally appeared _______________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____________________ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____________________ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____________________________________________  (SEAL)
Notary Public in and for said State

Commission expires: ____________________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company must be attached hereto.
CONTRACT PERFORMANCE BOND (CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Contra Costa Community College District (sometimes referred to hereinafter as “Obligee”) has awarded to _______________________________ (hereinafter designated as the “Principal” or “Contractor”), an agreement for the work described as follows: ____________________________________ (hereinafter referred to as the “Public Work”); and

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

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

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

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

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

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee’s sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the “balance of the Contract price” (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term “balance of the Contract price,” as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

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

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

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

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys’ fees to be fixed by the Court.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of ________________, 20__.

PRINCIPAL/CONTRACTOR:

________________________________________

By: _____________________________________

SURETY:

________________________________________

By: _____________________________________

Attorney-in-Fact

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

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

IMPORTANT:       THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

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

________________________________________       __________________________________________

________________________________________       __________________________________________

Telephone: _____________________________  Telephone: _____________________________
STATE OF CALIFORNIA  )
COUNTY OF  ) ss.

On __________________________ before me, ______________________________________
(insert name and title of the officer)

On __________________________, before me, _________________________, a Notary

Public in and for said State, personally appeared _______________________________, who
proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument as the Attorney-in-Fact of the _____________________
(Surety) and acknowledged to me that he/she/they subscribed the name of the
_____________________ (Surety) thereto and his own name as Attorney-in-Fact on the
executed instrument.

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

WITNESS my hand and official seal.

_________________________________________ (SEAL)
Notary Public in and for said State

Commission expires:_______________________

NOTE: A copy of the power-of-attorney to local representatives of the bonding company
must be attached hereto.
SECTION 00510

NOTICE OF AWARD

DATE: _____________________

TO: _____________________________________________

ADDRESS: _______________________________________

PROJECT: ________________________________________

The Contract Sum of your contract is ___________________________ Dollars, ($_________________).

You must comply with the following conditions within ten (10) calendar days of the date of this Notice of Award, that is, by ________________.

1. You must deliver to the District two fully executed counterparts of Section 00600, “Construction Agreement.”

2. You must deliver to the District the “Contract Performance Bond,” and “Payment Bond,” executed by you and your surety, which are included in Section 00500.

3. You must deliver to District the insurance certificates required in Section 00700, for insurance required in Section 00600, Construction Agreement.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within ten (10) calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Contra Costa Community College District

By: _____________________________________________

Title: _____________________________________________

END OF DOCUMENT
SECTION 00600
CONSTRUCTION AGREEMENT

CONTRACT NO. _________________
(Construction Agreement)

This Agreement shall not be enforceable until ratified and approved by the Contra Costa Community College District’s Governing Board. The estimated board meeting date is November 14, 2018.

(§1.1) Parties: (Public Agency) CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

Contractor Address: __________________________________________

(§1.2) Effective Date: _________________

(§1.3) The Work: C-608 PEK Swing Space Site Clearing.

(§1.4) Completion Time: 25 Calendar Days from the Notice to Proceed to Substantial Completion, and 30 Calendar Days from Substantial Completion to Final Completion (Remaining Work).

(§1.5.1) Liquidated Damages, Substantial Completion: $500 per Calendar Day beyond the Contract Substantial Completion Date.

(§1.5.2) Liquidated Damages, Remaining Work/Final Completion: $300/ per calendar day Remaining Work is delayed beyond the Contract Final Completion Date.

(§1.6) Public Agency’s Agent: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“District”)

(§1.7) Contract Sum: _________ THOUSAND, _______ HUNDRED DOLLARS and NO CENTS ($000,000.00)

2. SCOPE OF WORK:
Clear and grub planter area to create level asphalt surface for the purpose placing two 48’ X 40’ portables and connecting power and data. Portables will be utilized as individual locker rooms for men and women.

3. WORK CONTRACT, CHANGES
(a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.

(b) Contractor shall, at Contractor’s own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the
requirements of this contract, all strictly in accordance with the Public Agency’s- drawings and specifications.
(c) The work can be changed only with Public Agency’s prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

4. TIME: NOTICE TO PROCEED AND ACCEPTANCE

(a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.

(b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

(c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District’s satisfaction then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.

(d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

(e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.
(f) Final Payment and Acceptance. If the Architect determines that the work has been completed and the Contractor’s other obligations under the Contract have been fulfilled, the Architect shall, within ten working days after receipt of the final application for payment, indicate in writing the Architect’s recommendation of payment and present the application to District for payment. Thereupon the Architect shall prepare a Certificate of Final Completion. Otherwise, Architect shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the Architect’s refusal to recommend final payment. Thirty days after presentation to District of the application and accompanying documentation, with the Architect’s recommendation and notice of acceptability of the work, the amount recommended by Architect shall come due and payable by District to Contractor.

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5.2 LIQUIDATED DAMAGES-THE REMAINING WORK

The Remaining Work, as such work is determined by the Public Agency or Public Agency’s Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

6. INTEGRATED DOCUMENTS

The drawings and specifications and special provisions of the Public Agency’s Notice Inviting Bids, and Contractor’s accepted bid for this work are hereby incorporated into this Contract; and they are
intended to cooperate, so that anything exhibited in the drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

7. **PAYMENT**

(a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof pursuant to the Public Agency’s General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

8. **PAYMENTS WITHHELD**

(a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

1. Defective work not remedied, or work not completed, or
2. Claims filed or reasonable evidence indicating probable filing, or
3. Failure to properly pay subcontractors or for material or labor, or
4. Reasonable doubt that the work can be completed for the balance then unpaid, or
5. Damage to another contractor, or
6. Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract sum after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. **INSURANCE**

**Contractor’s Liability Insurance:** Before the commencement of the Work, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A status as rated in the most recent edition of Best’s Insurance Reports or as amended by the Supplementary General Conditions, if any, such
insurance as will protect the Public Agency from claims set forth below, which may arise out of or result from the Contractor’s operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

(a) Claims for damages because of bodily injury, sickness, disease, or death of any person District would require indemnification and coverage for employee claim;

(b) Claims for damages insured by usual personal injury liability coverage, which are sustained by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor or by another person;

(c) Claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents;

(d) Claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work;

(e) Claims involving contractual liability applicable to the Contractor’s obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

(f) Claims involving Completed Operations, Independent Contractors’ coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

(g) Claims involving sudden or accidental discharge of contaminants or pollutants.

**Subcontractor Insurance Requirements:** The Contractor shall require its Subcontractors to take out and maintain similar public liability insurance and property damage insurance as required under the above paragraph, titled “Contractor’s Liability Insurance, in amounts commensurate with the value of the subcontract. A “claims made” or modified “occurrence” policy shall not satisfy the requirements of the above paragraph, titled “Contractor’s Liability Insurance, without prior written approval of the District.

**Additional Insured Endorsement Requirement:** The Contractor shall name, on any policy of insurance, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured. Subcontractors shall name the Contractor, the District, Architect, Inspector, the State of California, their officers, employees, agents and independent contractors as Additional Insured.

The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the Additional Insured have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the Public Agency. The amount of the insurer’s liability shall not be reduced by the existence of such other insurance.

**Workers’ Compensation Insurance:** During the term of this Contract, the Contractor shall provide workers’ compensation insurance for all of the Contractor’s employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor’s Work is subcontracted, the
Contractor shall require the Subcontractor to provide workers’ compensation insurance for all the Subcontractor’s employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by the Contractor’s insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers’ Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the District certificates of insurance as required under Section 00700, Article 11.6, and in compliance with Labor Code § 3700.

Specific Insurance Requirement: Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

(a) Workers’ Compensation Insurance: $1,000,000.00; Contractor is aware of and complies with Labor Code Section 3700 and the Worker’s Compensation Law.

(b) Comprehensive General Liability Insurance with a combined single limit per occurrence of not less than $1,000,000.00 and $2,000,000.00 project specific aggregate, or Commercial General Liability Insurance (including automobile insurance) which provides limits of not less than:

   (1) Per occurrence (combined single limit) $1,000,000.00
   (2) Project Specific Aggregate (for this project only) $2,000,000.00
   (3) Products and Completed Operations $1,000,000.00

(c) Insurance Covering Special Hazards

   The following Special hazards shall be covered by riders or riders to above mentioned public liability insurance or property damage insurance policy or policies of insurance, in amounts as follows:

   (1) Automotive and truck where operated in amounts $1,000,000.00
   (2) Material Hoist where used in amounts $1,000,000.00
   (3) Explosion, Collapse and Underground (XCU coverage) $1,000,000.00

(d) In addition, provide Excess Liability Insurance coverage in the amount of Two Million Dollars ($2,000,000.00).

Builder’s Risk/ “All Risk” Insurance/Course-of-Construction Insurance Requirements: The Contractor, during the progress of the Work and until final acceptance of the Work by District upon completion of the entire Contract, shall maintain Builder’s Risk, Course of Construction or similar first party property coverage issued on a replacement cost value basis consistent with the total replacement cost of all insurable Work and the Project included within the Contract Documents. Coverage is to insure against all risks of accidental direct physical loss, and must include, by the basic grant of coverage or by endorsement, the perils of vandalism, malicious mischief (both without any limitation regarding vacancy or occupancy), fire, sprinkler leakage, civil authority, sonic boom, earthquake, flood, collapse, wind, lightning, smoke and riot. The coverage must include debris removal, demolition, increased costs due to enforcement of building ordinance and law in the repair and replacement of damage and undamaged portions of the property, and reasonable costs for the Architect’s and engineering services and expenses required as a result of any insured loss upon the Work and Project which is the subject of the Contract Documents, including completed Work and Work in progress, to the full insurable value.
thereof. Such insurance shall include the District and the Architect as additional named insureds, and any other person with an insurable interest as designated by the District.

The Contractor shall submit to the District for its approval all items deemed to be uninsurable. The risk of the damage to the Work due to the perils covered by the “Builder’s Risk/All Risk” Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the surety, and no claims for such loss or damage shall be recognized by the District nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

10. BONDS

Bond Requirements: Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

Surety Qualifications: Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

Alternate Surety Qualifications: If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

11. FAILURE TO PERFORM

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.
12. **LAWS APPLY: General**

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

13. **SUBCONTRACTORS**

Public Contract Code Sections 4100-4113 are incorporated herein.

14. **WAGE RATES**

(a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. **HOURS OF LABOR**

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. **APPRENTICES**

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.
17. **PREFERENCE FOR MATERIALS**

The Public Agency desires to promote the industries and economy of Contra Costa County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

18. **ASSIGNMENT**

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY**

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. **HOLD HARMLESS AND INDEMNITY**

(a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.

(b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.

(c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.

(e) **Non-conditions:** The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.
21. **EXCAVATION**

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. **GOVERNMENT CODE SECTION 10532**

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

23. **WARRANTY**

(a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the Work or Phase of Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.

(c) The Contractor shall remedy at the Contractor’s expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor’s expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

1. The Contractor’s failure to conform to contract requirements; or
2. Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.

(e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor’s expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

1. Obtain all warranties that would be given in normal commercial practice;
2. Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and
3. Enforce all warranties for the benefit of the District, if directed by the District.

(h) In the event the Contractor’s warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor’s, manufacturer’s, or supplier’s warranty.
(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

(j) This warranty shall not limit the District’s rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

24. CONSEQUENTIAL DAMAGES

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

25. HAZARDOUS MATERIALS

(a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.

(b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

26. SAFETY

(a) Safety Programs. In addition to and as required by other Sections of the Contract Documents, 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, the Contractor shall meet with the Campus Buildings and Grounds Manager, Project Manager, and Construction Manager to review Contractor's safety precautions and implementation of safety programs during the Work.

(b) Safety Precautions. In addition to and as required by other Sections of the Contract Documents, 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.

(c) Safety Signs, Barricades. In addition to and as required by other Sections of the Contract Documents, 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.

(d) Safety Notices. In addition to and as required by other Sections of the Contract Documents, 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.
27. **SIGNATURES AND ACKNOWLEDGEMENT**

**Public Agency**, By: _____________________________________________________
David Wetmore, Director of Purchasing and Contracts

**Note to Contractor:** (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

**Contractor** hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

**Contractor:**

By: _____________________________________________________ (CORPORATE SEAL)
(Designate Official Capacity – **COMPANY NAME**)

_____________________________________________________
Print NAME and TITLE

___________________  _____________________
License Number   Federal ID Number

**NOTARY PUBLIC**

=================================================================================================

State of California  )ss.  **ACKNOWLEDGEMENT** (By Corporation, Partnership or Individual)
County of Contra Costa  )

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

Dated: ________________________________

(***************

END OF SECTION 00600
SECTION 00650

NOTICE TO PROCEED

Date: __________________________

TO: __________________________________________________________

ADDRESS: ______________________________________________________

PROJECT: ______________________________________________________

You are notified that the Contract Time under the above contract will commence to run on ____________. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00600, Construction Agreement, the date of Substantial Completion is _______________________, and the date for Final Completion is _______________________.

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

By: ____________________________________________________________

Ines Zildzic

Title: Chief Facilities Planner (Interim)

END OF DOCUMENT
SECTION 00800
SUPPLEMENTARY GENERAL CONDITIONS

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. See Section 00100 Notice Inviting Bids for the Scope Description and See Section 00010 Table of Contents for a list of Contract drawings and specifications.

B. No structural modifications, modifications to fire alarm systems, or changes to Americans with Disabilities Act accessibility are authorized under the contract and work associated with this specification without prior approval by the District. All work shall be in accordance with Title 24 California Code of Regulations.

1.2 REFERENCES

A. The publications listed below form a part of this specification by reference.

1. Current California Occupational Safety and Health Act Regulations
2. Current California Occupational Safety and Health Construction Safety Orders
3. This work will be contracted using the District’s Short Form Construction Agreement; See Section 00600.

1.3 SUBMITTALS

A. Provide submittals in the format, and as described below:

1. Submittals shall be submitted to the District, electronically in PDF format, within three (3) Calendar Days from the Notice to Proceed, except as otherwise noted.
2. Submit one (1) color PDF file for submittals, unless otherwise directed by District.
3. District will review and provide a response to submittals within three (3) calendar days (excluding holidays).

B. The Schedule of Values shall be submitted to the District within seven (7) calendar days after the Notice of Award. The Schedule of Values shall be broken down by the following minimum categories:

1. Mobilization (maximum 5% of contract sum)
2. Demolition by building
3. Repair by building and work type.

The District will only pay for Work installed at the Site.

C. CPM construction schedule shall be submitted within three (3) work days from the Contract Award date. District and Contractor shall meet and review the schedule. The Notice to Proceed will not be issued until the District accepts the schedule, or accepts it with
conditional changes. Below are the minimum activity types that shall be included in the schedule:

1. Construction activities corresponding to the Schedule of Values
2. Substantial Completion Milestone

D. Submittals are for review of conformance with the requirements of the Contract.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Contractor Provided Materials: The Contractor provided materials shall include any associated equipment and appurtenances required for performing the contract properly and in accordance with the equipment manufacturer’s literature.

B. All materials shall be new, unless otherwise authorized or specified in the scope of work of this specification.

PART 3 - EXECUTION AND RELATED REQUIREMENTS

3.1 GENERAL

A. Work Restrictions: Contractor shall maintain a safe path of travel for all pedestrians and vehicles during construction. Contractor is required to schedule work after hours and weekends beginning, August 27, 2018, when classes resume for the new academic school year. Contractor is required to provide safety barricades and alternative routes of travel for pedestrians and vehicles at all times, unless otherwise approved by the District. Anytime the Contractor anticipates it will block and divert existing paths of travel for pedestrians or vehicles, it shall provide a hard copy plan along with proposed wayfinding signage for review by the District at least 3 work days prior to such blockage and diversion. Said plan shall be reviewed and approved by the District prior to commencement of this work by the Contractor.

B. Scheduling and Coordination: Before commencing work on a specific area, the Contractor shall confirm that all requirements have been met pertaining to scheduling of the work. The Contractor shall further determine that all required notices have been given.

C. Scheduling and Sequence of Work: The work shall be prosecuted in such a manner as to cause the least interference with the normal functions of the campus activity. Prior to beginning any work, the Contractor shall meet with the District and the Contractor’s schedule shall be approved as noted in Article 1.3D above.

D. Interruption of Utilities Services: Interruptions shall be kept to a minimum, and shall be at such times and duration as approved ahead of time by the District. No interruption shall occur unless scheduled with the District, and approved in advance as to time and duration of such interruption. No utility interruptions that impact building operation during classes will be allowed, and these types of interruptions, if any, shall be scheduled for after normal hours when classes are not in session.
E. Material, equipment, tools and workmen shall be scheduled and delivered to the Site in a timely manner to avoid delay in the work. Materials provided shall be inspected by the Contractor to make certain they are in compliance with the specifications and are free from defects and damage.

F. Workmanship: Skilled personnel shall execute in a careful, neat, and proficient manner and in compliance with accepted trade practices for all work. All work shall be executed in accordance with Cal/OSHA standards and safety orders. And all work on this contract shall comply with all Local, State, and Federal Environmental Laws.

G. Incidental Work: Minor incidental materials and work not specifically mentioned herein, but necessary for the proper completion of the specified work, shall be provided without additional cost to the District.

H. Administrative Forms: District shall provide its standard forms for use by Contractor.

I. Meeting: contractor shall attend meetings requested by District for coordination as needed.

3.2 EXISTING CONDITIONS & DRAWINGS
A. See Section 00210, Information Available to Bidders for documents available for review by the Contractor and its subcontractors prior to and after bid.

3.3 FIELD VERIFICATION AND MEASUREMENTS
A. Contractor shall field verify existing conditions above ground and also below ground prior to demolition and trenching activities. Contractor review its plan of work with the District prior to commencing demolition or trenching activities.

3.4 WORK BY CALIFORNIA LICENSED ENGINEER
A. No work by a California licensed Engineer employed by the Contractor is anticipated for this project.

B. Note that modifications to existing building structures, fire systems, or ADA changes, if any are discovered during the course of construction, will require DSA approval. Contractor will be granted a non-compensable time extension for the duration it takes to obtain DSA approval. A change order will be negotiated for added direct labor field construction costs, if any.

3.5 SITE WORK
A. Existing Work: Protect existing work which is to remain in place, be reused, or remain the property of the District. Repair items that are to remain and are damaged during performance of the work to their original condition, or replace with new.

B. Dust and Debris Control: Prevent the spread of dust and debris generated by the Work, and avoid the creation of a nuisance or hazard in the surrounding area. Waste and debris resulting from the Work being performed shall be removed on a daily basis. Promptly remove, and legally dispose of all debris to an offsite location.

C. Hazmat Work: The Contractor shall notify the District immediately if unforeseen hazardous materials are discovered during the course of construction. Contractor shall remove said
hazardous materials as required by law, and a change order will be issued for the cost to remove and legally dispose of said materials. Hazardous materials noted in the Pre-Renovation Hazardous Material Survey are not considered unforeseen and are Contractor’s responsibility.

D. Disposal of Equipment and Materials: Contractor is responsible for removal and disposal of all construction debris.

3.6 PROJECT CLOSEOUT REQUIREMENTS (After Substantial Completion & Before Final Completion)

A. Refer to the Drawings listed in Section 00010, Table of Contents for requirements, and these Supplementary General Conditions.

B. Provide final clean-up of Site prior to Final Completion.

C. Warranty

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

   a. In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the Certificate of Substantial Completion date issued by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

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

   c. If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District’s requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in this Contract.
d. This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.

2. Format - All Warranties/Guaranties and shall include:
   a. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.
   b. Contractor shall provide original Warranties and Guaranties. Photo copies, fax and e-mail copies are not acceptable.

3. Preparation
   a. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Certificate of Substantial Completion date of the applicable Work. Except for items put into use with District’s permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.
   b. Contractor’s Response to Construction Warranty and Guaranty Service Requirements: Following oral or written notification by the District, respond to construction warranty and guaranty service requirements within 24 hours, or earlier in case of emergency.

4. Warranty and/or Guaranty Tags
   a. At the time of installation of mechanical equipment or other major system elements, tag each warranted or guaranteed item with a durable, oil and water-resistant tag approved by the District. Attached each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag:

   Warranty/Guaranty Information – [insert project number and name on actual tag]
   a. Type of product/material_____________________________________.
   b. Model number_________________________________________________.
   c. Serial number_________________________________________________.
   d. Contract number_______________________________________________.
   e. Warranty/Guaranty period _____ (months) from_________ to___________.
   f. Inspector's signature___________________________________________.
   g. Construction Contractor_______________________________________.
      Address______________________________________________________.
      Telephone number_____________________________________________.
   h. Warranty or Guaranty contact_____________________________________.
      Address______________________________________________________.
      Telephone number_____________________________________________.
   i. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.
3.7 Not used

3.8 TIME OF COMPLETION

A. See Section 00300, Bid Proposal Form for specific requirements to complete the Work. Time requirements are also included in Section 00600, Construction Agreement.

B. **Substantial Completion:** The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District may occupy or utilize the Work or designated portion thereof for the use for which it is intended.

C. **Remaining Work after Substantial Completion:** If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

D. **Final Completion:** The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punch List Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

END OF SECTION 00800
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court Street, Martinez, CA 94553

SUBSTITUTION REQUEST FORM

Contractor Name:
Contract #:

DSA Application #: 01-117319
Campus: Contra Costa College
Project No., Name: C-608 Swing Space Tennis Courts Resurfacing

RFS # Date:

PROPOSED SUBSTITUTION
(and name of Subcontractor if different)

CERTIFICATION

Contractor:

A. Does the substitution affect dimensions shown on Drawings?
B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?
C. What effect does the substitution have on other trades?
D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten?
E. Differences between proposed substitution and specified item?
F. What is the Cost Differential including all mark-ups?
G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain differences.
H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.
I. The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

A/E Response:  
O Accepted  
O Not Accepted  
O Accepted As Noted  
O Received Too Late

District Representative Response:
O Accepted  
O Not Accepted  
O Accepted As Noted  
O Received Too Late

By:_______________ Date:____________
By:________________ Date: ____________

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be suited to the same use as that specified in Contract Documents.

(Please print name of company)  Name and Title (print/type)  Contractor Authorized Representative  Date

Item No. SPECIFIED ITEM OR DRAWING SPECIFICATION SECTION
SECTION 01010
SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Specification Sections shall apply to this Section without limitation.

1.2 WORK DESCRIPTIONS WITHOUT FORCE
A. All general descriptions and/or general summaries of the work noted in this section, or elsewhere within the Contract Documents, are without force and effect on the Contract Work described and indicated in detail the Contract Documents. These general descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the Work required by the Contract Documents.

1.3 WORK COVERED BY CONTRACT DOCUMENTS
A. See Section 00600 CONSTRUCTION AGREEMENT, Article 2, SCOPE OF WORK for the work covered by the Contract Documents.

1.4 CONTRACTS
A. Perform the work under a single, fixed-price lump sum contract.

1.5 WORK SEQUENCE
A. During construction operations, various adjoining areas will be occupied and their functions maintained. Temporary construction separations such as walls for sound and dust control, as well as pathway barricades, signage and clearly marked temporary pedestrian path of travel detours will be required and provided by the Contractor.
B. Scheduling of Contractor's use of the areas and times involved shall be determined in cooperation with the District. Notify the District a minimum of 10-days prior to commencement of work.
C. Construction activities shall be performed between the hours of 7AM and 5PM, Monday through Friday, unless otherwise required. No Work shall be performed outside the above hours without prior written authorization from the Construction Manager.

1.6 ADDITIONAL WORK SCHEDULE REQUIREMENTS: N/A.

1.7 CAMPUS HOLIDAYS
A. The Campus is closed with no classes or work held on the following holidays: Labor Day; Native American Day; Veteran’s Day; Thanksgiving; Winter Recess; Martin Luther King Day; President’s Day; Spring Recess. The Contractor may work on these days with prior approval by the District.

1.8 USE OF PREMISES
A. Contractor shall only use the premises for work, storage, staging areas, and vehicular parking as designated in the Contract Documents.

1.9 EXISTING AREA CONDITION SURVEY
A. Prior to commencement of work, jointly survey the existing area to be remodeled with the District and Architect, noting and recording existing damage such as cracks, sags, and other damage (on Site Plan/Floor Plans).
B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement, movement, demolition, or Contractor’s operations.
C. Existing damage observed shall be marked and the official record of existing damage shall be signed by the parties making the survey.
D. Cracks, sags, and damage to the area and other items not noted in the original survey but subsequently observed shall be reported immediately to the Architect.
E. Contractor shall take photographs or video recordings and submit these to the District for review of adequacy and approval in order to comply with this requirement.

1.10 PROTECTION OF EXISTING STRUCTURES AND UTILITIES
A. The Drawings may not show all existing water, gas, electrical, and hot water lines, and other items known or suspected to exist in the area of the work.
B. Contractor shall locate these installations before proceeding with demolition or other operations which may cause damage, maintain them in service where appropriate, and repair damage caused by the performance of the Work, at no increase in the Contract Sum.
C. In addition to notification, if a structure or utility is damaged, take appropriate action as specified in the General Conditions.

1.12 USE AND OCCUPANCY OF WORK PRIOR TO ACCEPTANCE BY DISTRICT
A. The District may use and occupy the building before formal acceptance under the following conditions:
1. A Certificate of Substantial Completion shall be prepared and executed as provided in the Contract Documents. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor’s insurance carrier and surety permitting occupancy by the District during the remaining period of the work.
2. Occupancy by the District shall not be construed as being an acceptance of that part of the Work occupied.
3. The Contractor will not be held responsible for damage to the occupied part of the Work resulting from the District’s occupancy.
4. Occupancy by the District shall not be deemed to constitute a waiver of existing claims the District or Contractor may have against each other.
6. The District will pay for utility costs associated with occupancy during construction.
1.13 PROTECTION OF EXISTING IMPROVEMENTS
A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.
B. Protect improvements on adjoining properties as well as those on the District’s property.
C. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.
D. Restore any improvements damaged by this work to their original condition as acceptable to the District or other parties or authorities having jurisdiction.

1.14 HAZARDOUS MATERIALS
A. Comply with all requirements included in other sections of Contract Documents.

1.15 MISCELLANEOUS PROVISIONS
A. Items shown, described or scheduled to be salvaged will remain the property of the District. Store as directed by the Construction Manager.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01010
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Specification Sections shall apply to this Section without limitation.

1.2 SUBMITTALS
   A. Contractor shall submit name and address of Surveyor and Professional Engineer to District for approval prior to their work on the Project.
   B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
   C. At completion of the Work, Contractor shall submit a certificate signed by a licensed engineer or surveyor certifying that all elevations and locations of improvements are in conformance with Contract Documents.

1.3 REQUIREMENTS
   A. Contractor shall provide and pay for field engineering services by an engineer licensed in the State of California, required for the Project, including, without limitation:
      1. Survey work required in execution of the Project.
      2. Civil or other professional engineering services specified, or required to execute Contractor’s construction methods.

1.4 QUALIFICATIONS OF SURVEYOR OR ENGINEERS
   A. Contractor shall only use a qualified licensed engineer or registered land surveyor, approved by the District, of the discipline required for specific service on Project, licensed in the State of California.
   B. Submit evidence of Engineer’s errors and omissions insurance coverage to District, in the form of a current Insurance Certificate.

1.5 SURVEY REFERENCE POINTS
   A. Existing basic horizontal and vertical control points for the project are those designated on the Drawings.
   B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition, Contractor shall:
      1. Make no changes or relocation without prior written notice to District and Architect.
      2. Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points based on original survey control that may be lost or destroyed.

4. Contractor to locate and protect existing survey control and reference points.

5. Control datum for survey is that indicated on Drawings.

6. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.

7. Promptly report to Architect, District, and Project Inspector the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

8. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice.

1.6 PROJECT RECORD DOCUMENTS

A. Maintain complete, accurate log of control and survey work as it progresses. Indicate dimensions, locations, angles, and elevations of construction and Site Work.

B. Submit Record Documents as required under provisions of these Contract Documents.

1.7 EXAMINATION

A. Verify locations of survey control points prior to starting Work. Promptly notify District and Architect of any discrepancies discovered.

1.8 SURVEY REQUIREMENTS

A. Provide field engineering services. Utilize recognized engineering survey practices.

B. Establish a minimum of two permanent bench marks on Site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record documents.

C. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means:

   1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.

   2. Grid or axis for structures.

   3. Building foundation, column locations, and ground floor elevations.

D. Periodically verify layouts by same means.

PART 2 – PRODUCTS - Not Used

PART 3 – EXECUTION

3.1 Contractor is responsible for meeting all applicable codes, OSHA, and other safety and shoring requirements.

3.2 Contractor is responsible for any re-surveying required by correction of nonconforming work with no additional cost to the District or its representatives.

END OF SECTION 01050
SECTION 01330
SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS
A. Section 01010 – “Summary of Work”
B. Section 01780 – “Project Record Documents”
C. Section 01820 – “Demonstration and Training”
D. Divisions 2 through 33 sections for Submittal Procedures requirements for the work in these sections

1.3 SUMMARY
A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals.

1.4 DEFINITIONS
A. Action Submittals, as used herein are written and/or graphic information that requires Architect and/or District responsive action. Submittals may be rejected for not complying with requirements. Prepare and submit Action Submittals as required by individual Specification Sections.
B. Informational Submittals, as used herein are written and/or graphic information that does not require Architect responsive action. Submittals may be rejected for not complying with requirements. Prepare and submit Informational Submittals as required by individual Specification Sections.
C. Manufactured, as used herein applies to standard units usually mass-produced, and “fabricated” means items specifically assembled or made out of selected materials to meet individual design requirements.
D. Submittal Descriptions. Submittals requirements are specified in the technical sections. Submittals are identified by description as follows:
   1. Preconstruction Submittals, as used herein are submittals which are required following a Notice to Award and prior to commencing Work on Site. Examples include, but are not limited to:
      a. Initial CPM Schedule
      b. Submittal Log (listing submittal schedule, including shop drawings and samples)
      c. Initial Schedule of Values
d. Safety Plan  
e. Waste Management Plan  
f. Quality Control Plan  
g. Others as required by the Contract Documents  

2. Shop Drawings, as used herein are drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, fabricators, suppliers, or distributors illustrating some portion of the Work, and include: illustrations; fabrication, erection, layout and setting drawings; manufacturer’s standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents.  
a. Shop drawings shall establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.  

3. Product data, as used herein are catalog cuts, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. This includes samples of warranty language when the contract requires extended product warranties.  

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

5. Design Data, as used herein are design calculations, mix designs, analyses or other data pertaining to a part of Work.  

6. Test Reports, as used herein, include:  
a. Reports signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)  
b. Reports which include findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.  
c. Reports which include findings of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.  
d. Investigation reports.
e. Daily performance logs.

f. Manufacturer or Installer checklists.

g. Manufacturer's Factory or Field Reports, including documentation of the testing and verification actions taken by manufacturer at the factory or manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.

h. Final acceptance test and operational test procedure.

7. Manufacturer's Instructions. Preprinted material describing installation of a product, system or material, including special notices, checklists, and Material Safety Data sheets concerning impedances, hazards and safety precautions.

8. Operation and Maintenance Data. Data that is furnished by the manufacturer or the system provider to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by District operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item. This data is intended to be incorporated in the Operations and Maintenance manual submittals.

9. Closeout Submittals. Documentation to record compliance with technical or administrative requirements in order to meet all requirements necessary to properly close out the Construction Contract. These include, but are not limited to:

   a. Record Drawings

   b. As-built drawings

   c. Others as required by the Contract Documents.

1.5 PREPARATION AND FORMAT

A. Transmit each submittal, except sample installations and sample panels to the District. If the District, the Architect, and the Contractor mutually agree, submittals from the Contractor may be transmitted to the District and the Architect at the same time. However, following review by the Architect-Engineer team, submittals shall be transmitted back to the District Construction Manager prior to further distribution.

B. Transmit submittals with transmittal form prescribed by District and standard for the Project.

   1. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample[s].

C. Identifying Submittals. When submittals are provided by a Subcontractor, the Contractor shall prepare, review and stamp with Contractor's approval stamp all specified submittals prior to submitting for District approval. Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate
component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

1. District Project Number and title.
2. Construction contract number.
3. Date of the drawings and revisions.
4. Product identification and location in project.
5. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other second tier Contractor associated with submittal.
6. Section number of the specification section which requires the submittal.
7. When a resubmission, add numeric revision suffix on submittal description, for example, submittal 18 would become 18R1, to indicate resubmission.

D. Format for Shop Drawings

1. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Prepare drawings that will be submitted to Division of State Architect (DSA) noted as Deferred Approval in the bid drawings and specifications as mandated by DSA.
2. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.
3. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
4. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
5. Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block. Place the District Project name and number in the margin, immediately below the title block, for each drawing.
6. Reserve a blank space on the right hand side of each sheet for the Architect’s disposition stamp.
7. Dimension drawings, except diagrams and schematic drawings and prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.
8. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.

E. Format of Product Data and Manufacturer’s Instructions

1. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
2. Indicate by prominent notation each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
3. Supplement product data with material prepared for Project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of Certificates.

4. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on all product data. Also include applicable industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, include such information in the submittal.

5. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.
   a. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the District Project Manager. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.

6. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedient of construction effort.

7. Submit manufacturer's instructions prior to installation.

F. Format of Samples

1. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:
   a. Sample of Equipment or Device: Full size.
   b. Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.
   c. Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.
   d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.
   e. Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.
   f. Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.
   g. Sample Panel: 4 by 4 feet.
   h. Sample Installation: 100 square feet.
2. Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

3. Reusable Samples: Incorporate returned samples into work only if so specified, indicated, or approved by Architect and District. Incorporated samples are to be in undamaged condition at time of use.

4. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean-up of project.

G. Format of Design Data and Certificates. Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.

H. Format of Test Reports and Manufacturer's Field Reports
   1. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.
   2. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.

I. Format of Operation and Maintenance Data shall comply with the requirements specified in Section 01785 Operation and Maintenance data for O&M Data format.

J. Format of Preconstruction Submittals and Closeout Submittals.
   1. When submittal includes a document which is to be used in Project or become part of Project Record, other than as a submittal, do not apply Contractor's approval stamp to document, but to a separate sheet accompanying document.
   2. Provide all dimensions in English units only.

1.6 QUANTITY OF SUBMITTALS
A. Number of Copies of Shop Drawings. Submit in compliance with the following requirements:
   1. Submit three (3) original, wet-signed, and one (1) color PDF file for submittals that require shop drawings unless otherwise directed by District.
   2. Submittals that require local and State agency approval, shall conform with this Specification and the requirements of the local or State agency.

B. Contractor shall receive one hardcopy and one (1) reviewed electronic PDF file of the submittal. Contractor shall be responsible for providing copies to its subcontractors.

C. Number of Copies of Product Data and Manufacturer's Instructions. Submit in compliance with quantity requirements specified for shop drawings.

D. Number of Samples
   1. Submit three (3) sets of samples showing range of variation, of each required item. Two approved samples or sets of samples will be retained by District and one will be returned to Contractor.
   2. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
3. When required by Contract Documents, provide one sample installation where directed by Architect or District.

E. Number of Copies Design Data and Certificates. Submit in compliance with quantity requirements specified for shop drawings.

F. Number of Copies Test Reports and Manufacturer's Field Reports. Submit in compliance with quantity and quality requirements specified for shop drawings.

G. Number of Copies of Operation and Maintenance Data. Submit three (3) copies of O&M Data to the District Project Manager for review and approval.

H. Number of Copies of Preconstruction Submittals and Closeout Submittals. Unless otherwise specified, submit as required for shop drawings.

1.7 SUBMITTALS, GENERAL

A. Contractor shall obtain and shall submit all required shop drawings, samples, technical data, and other submittals as required by the Contract Documents with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

1. As required by the Contract Documents, the Contractor shall obtain and submit with shop drawings all seismic and other calculations, and all product data from equipment manufacturers.

2. No shop drawing submittals shall be reviewed until coordinated documents per paragraph 1.13.C.1.b and c have been submitted, reviewed and signed off by representatives of each of the sub-contractors.

B. Prepare a complete Submittal Log and maintain it as the Work progresses. Submit the initial Submittal Log for approval by District at the same time as the Initial Schedule (See Section 01310 Construction Scheduling). Include the Contractor's anticipated submission dates and the approval needed dates (if approval is required).

1. Re-submit submittal log and annotate monthly by the Contractor with actual submission and approval dates. When all items on the log have been fully approved, no further re-submittal is required.

2. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Log."

3. Except as specified otherwise, allow review period of at least fifteen (15) working days for submittals requiring Architect or District approval. Period of review for submittals requiring approval begins when District receives submittal from Contractor.

4. For submittals requiring review by fire protection engineer and/or DSA, allow review period, beginning when District receives submittal thirty (30) calendar days for return of submittal to the Contractor.

5. Period of review for each resubmittal is the same as for initial submittal.

C. The District may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.
Unit of weight specifications used on all submittals are to be the same as those used in the contract drawings.

Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings, samples, product data and/or other required submittals submitted in accordance with the approved Submittal Log and Master Construction Schedule.

Each Subcontractor shall submit all shop drawings, samples, product data and other required submittals for the review by the District and the Architect through the Contractor.

By submitting shop drawings, samples, product data and other required submittals, the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, including the construction schedule.

Quality Control Certification. Stamp each sheet of each submittal with a quality control certifying statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only. When approving authority is Architect or District, Contractor shall certify submittals with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with contract Number [_______], is in compliance with the Contract Documents, does not constitute an unapproved substitution, deviation, or variation, can be installed in the allocated spaces, and is submitted for District approval.

I further certify that I have reviewed and approved the field dimensions and the construction criteria, and have also made written notation regarding any information in the shop drawings that does not fully conform to the Contract Documents. This submittal has been coordinated with all other submittals received to date, and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the Engineers on this project.

For the Contractor:

Certified by Submittal Reviewer ______________________, Date ______
(Signature)

Certified by QC Manager ____________________________, Date _____
(Signature)

Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review by either District or Architect. Mark each copy of each submittal to show which products and options are applicable.
K. The submission of the shop drawings, samples, product data and other required submittals, shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution, per the requirements of the Contract Documents.

L. Deviations from the Contract Documents

1. Any deviations from the Contract Documents shall be fully described in a transmittal accompanying the shop drawings, samples, product data and other required submittals. However, such submittals shall not be used as a means of requesting a substitution, the procedure for which is defined elsewhere in the Contract Documents.

2. Architect and District approval is required for any proposed deviation from the accepted design which still complies with the Contract Documents before the Contractor is authorized to proceed with material acquisition or installation. If necessary to facilitate the project schedule, the Contractor and the Architect may discuss a submittal proposing a deviation with the District Project Manager prior to officially submitting it to the District. However, the District reserves the right to review the submittal before providing an opinion, if deemed necessary. In any case, the District will not formally agree to or provide a preliminary opinion on any deviation without either the Architect’s approval or recommended approval.

3. The District reserves the right to reject any deviation which may impact furniture, furnishings, equipment selections, and/or operations decisions that were made previously and based on the District reviewed and approved Project design.

4. Contractor is responsible for the dimensions and design of connection details and construction of work. Failure to point out deviations may result in the District requiring rejection and removal of such work at the Contractor’s expense.

5. After submittals have been accepted by the Architect, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

M. Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper submittals in accordance with the Contract Documents.

N. Any submission, which in Architect’s opinion is incomplete, contains errors, or been superficially checked will be returned by the Architect without review for resubmission by the Contractor.

O. Electronic copies of the stamped and signed Contract Documents will not be provided by District or Architect for Contractor’s use unless:

1. Contractor shall first request and obtain written approval from Architect prior to use of any Architect’s CAD files, drawings, or other documents for submittal purposes.

2. Contractor shall be responsible for all reproduction, printing, and delivery cost associated with the use of any requested drawings and/or CAD files.
3. Contractor provides disclaimer letters to the Architect and District (15) working days in advance of any proposed use of Architect’s documents and/or digital files. Such disclaimer letter shall be in a form acceptable to Architect and District.

4. Contractor shall not reuse any Architect’s documents and/or electronic files for submittal purposes without prior written approval.

P. Coordinate preparation and processing of submittals with 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 need to review submittals concurrently for coordination. The Contractor shall ensure Mechanical, Electrical, and Plumbing (MEP) sub-contractors provide coordinated and comprehensive submittals for all integrated systems. Multiple submittal packages will not be allowed and will be returned without review or action. No extension of Contract Time will be authorized due to incomplete or uncoordinated Contractor submittals.

   a. Architect and District reserve the right to withhold action on, or return without review, a submittal requiring coordination with other submittals until all such related submittals are received. No extension of the Contract Time will be authorized.

   b. Architect and District will return incomplete submittals to the Contractor without review. No extension of Contract Time will be authorized due to incomplete Contractor submittals.

Q. Submittals Schedule: Comply with requirements in Section 01310 (Construction Scheduling) in planning for required submittals and relating them to scheduled construction activities.

1. Initial Review: Allow (15) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will, through the Construction or Project Manager, advise Contractor when a submittal review must be delayed for coordination reasons.

2. Intermediate Review: If intermediate submittal review is necessary, process it in the same manner as an initial submittal.

3. Re-submittal Review: Allow (10) working days for review of each re-submittal.

4. Sequential Review: Where sequential review of submittals by Architect’s consultants, District, or other parties is indicated, allow (15) working days for initial review of each submittal.

5. DSA Deferred Approvals Review: see paragraph 1.13 D.18 for detailed procedures

R. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision(s).

3. Cloud or otherwise highlight and call out ALL changes made in each re-submittal.

4. Provide cover letter in each re-submittal, identifying all changes made in each re-submittal.
5. Resubmit submittals until they are marked “No Exceptions Taken” or “Make Corrections Noted” by the Architect.

S. After submittals have been accepted by the Architect, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.8 ARCHITECT’S REVIEW

A. Architect’s review is for general conformance with design concept only, and does not relieve Contractor in any way from compliance with Contract Documents, nor does it in any way constitute grounds for a Change Order. Contractor remains solely responsible for details and accuracy of all quantities and dimensions, and selection of fabrication and/or installation processes.

B. The Architect’s review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect’s attention to the deviations at the time of submission.

C. The Architect’s review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in any required submittals, for proper fitting of the Work, coordination of the differing subcontractor trades, and Work which is not indicated on any submittal at the time of submission.

D. In reviewing shop drawings, samples, product data and other required submittals, the Architect will not verify dimensions and field conditions.

E. The Architect will review and approve shop drawings, samples, product data and other required submittals for aesthetics and for conformance with the design concept of the Work and the Contract Documents.

F. Architect will review each submittal, make marks to indicate corrections or modifications required, and return it.

G. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on either the submittals or the Contract Documents.

H. Architect will not review submittals that do not bear Contractor’s approval stamp and Quality Control Certification Letter, and will return them to the Contractor without review.

I. Architect will stamp each submittal appropriately to indicate action to be taken, as follows:

1. No Exceptions Taken: Work covered by submittal may proceed provided it complies with the requirements of the Contract Documents. Compliance with Contract Documents is a condition of acceptance of the Work.

2. Make Corrections Noted: Work covered by the submittal may proceed provided it complies with Architect and or Engineer notations and/or corrections. Contractor shall make all noted corrections. Compliance with Contract Documents is a condition of acceptance of the Work.
3. Revise and Resubmit: Do not proceed with any Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise the submittal in accordance with Architect and/or Engineer notations and resubmit without delay. Repeat if necessary.

4. Rejected. See Remarks: Do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Prepare a new submittal in accordance with Architect/Engineer’s notations and resubmit without delay.

J. Use of Submittals for Construction: Use only final submittals with Architect’s mark indicating “No Exceptions Taken” or “Make Corrections Noted.”

K. Informational Submittals: Architect will review each submittal but will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

1.9 REJECTED SUBMITTALS

A. Contractor shall make corrections required by the Architect and resubmit.

B. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, he shall provide notice to the Architect and District.

C. If changes are necessary to submittals, the Contractor shall make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.10 NO EXCEPTIONS TAKEN OR MAKE CORRECTIONS NOTED SUBMITTALS

A. Acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the satisfactory construction of all work.

1.11 NO EXCEPTIONS TAKEN OR MAKE CORRECTIONS NOTED SAMPLES

A. Acceptance of a sample is only for the characteristics or use named in such acceptance and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor shall assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been accepted.

B. Match the accepted samples for Materials and equipment incorporated in the work. If requested, accepted samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not accepted will also be returned to the Contractor at its expense, if so requested. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. District reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

C. Samples of various materials or equipment delivered on the site or in place may be taken by the District Construction Manager or Project Manager for testing. Samples failing to meet contract requirements will automatically void previous acceptance, and Contractor shall replace such materials or equipment at Contractor expense to meet contract requirements.
D. Acceptance of the Contractor's samples by the AOR or District does not relieve the Contractor of his responsibilities under the contract.

1.12 WITHHOLDING OF PAYMENT

A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

B. No payment for materials incorporated in the work will be made if all required Designer of Record or required District approvals have not been obtained.

C. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.13 SUBMITTAL REQUIREMENTS

A. Shop Drawings

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

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

3. Corrections. The Contractor shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected copies and digital files of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor by the District.

4. Approval Prior to Commencement of Work. No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor and Architect and approved by Architect unless
specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.

5. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed detail.

6. Fully illustrate requirements of the Contract Documents. Include the following information, as applicable:
   a. Dimensions
   b. Weights and measures
   c. Identification of products
   d. Fabrication and installation drawings
   e. Roughing-in and setting diagrams
   f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
   g. Electrical power requirements
   h. Shopwork manufacturing instructions
   i. Templates and patterns
   j. Schedules
   k. Design calculations
   l. Compliance with specified standards
   m. Notation of coordination requirements
   n. Notation of dimensions established by field measurement
   o. Relationship to adjoining construction clearly indicated
   p. Seal and signature of California professional engineer or other engineer if specified
   q. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
   r. Other information as necessary or required by the Contract Documents

B. Samples

1. Samples Required. In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection by the District.
   a. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.
   b. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing
similar information, together with the Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

2. Labels and Instructions. All samples of materials shall be supplied with the manufacturer’s descriptive labels and application instructions.

3. Architect’s Review. The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect’s stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Contract Documents.

4. Identification: Attach label on unexposed side of Samples that includes the following information:
   a. Generic description of Sample
   b. Product name and name of manufacturer
   c. Sample source
   d. Number and title of appropriate Specification Section
   e. District Project name and number
   f. Contractor’s name
   g. Date of submittal

5. Disposition: Maintain sets of all approved Samples at Project site, available for quality-control comparisons throughout the course of the Project. Sample sets may be used to determine final acceptance of construction associated with each sample or sample set.
   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
   b. Samples not incorporated into the Work, if any, or otherwise designated as District’s property, are the property of Contractor.

6. Samples for Initial Selection: Submit manufacturer’s color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
   a. Number of Samples: Submit 6 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer’s product line.

7. Samples for Verification: Where required by the Contract Documents, submit full-size units of Samples, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
   a. Number of Samples: Unless indicated otherwise, submit six sets of Samples. Architect will retain two Sample sets; remaining four sets will be returned.
i) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

ii) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by Sample, submit at least four sets of paired units that show approximate limits of variations.

8. District’s Property. All shop drawings, computer disks, annotated specifications, samples, and other submittals shall become the District’s property upon receipt by the District or Architect.

C. Other Submittals

1. General: Prepare and submit Submittals required by other Specification Sections.
   a. Test and Inspection Reports: Comply with requirements specified in Section 01400 Quality Control Requirements.
   b. Coordination Drawings: Comply with requirements specified in Section 01311 Project Management and Coordination.
      i) Coordination Drawings are required where limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
      ii) Contractor shall not start any portion of the Work without approval of coordination submittals from the Architect.
   c. Coordination Documents (Mechanical, Electrical, and Plumbing)
      i) Contractor is required to submit Coordinated Mechanical, Electrical, Plumbing Layout Drawings to coordinate installation and location of HVAC ductwork, grilles, diffusers, hydronic piping, fire sprinklers, plumbing, light fixtures and electrical services (including, but not limited to floor boxes, conduits, cable trays, low voltage systems, fire alarm, etc.).
      ii) Coordinated MEP Layout Drawings are to be composite ¼” equals 1 foot scale drawings that show all services color-coded on a single sheet. Drawings are to be coordinated with structural framing systems and architectural systems (roofing, ceilings, finishes). Section drawings, with detailed elevations above finished floor for ducts, piping, fixtures, etc. are to be included to identify and avoid conflicts.
      iii) Coordination Documents shall be submitted for review by Architect and engineers prior to submittal of MEP shop drawings.
      iv) Shop drawings for the systems noted in 1.07.A.2 will not be reviewed before the MEP Coordination Documents are signed off by representatives of each of the Mechanical and Electrical sub-contractors as well as the Contractor.
      v) Contractor to hold coordination meetings to complete these Coordination Documents, attended by all Mechanical, Electrical, and Plumbing sub-contractors whose work scope is represented in the Coordination Documents. These meetings shall be scheduled in the CPM Schedule.
vi) No fabrication work or field installation shall commence before the Coordination Documents are signed off by representatives of each of the Mechanical, Electrical, and Plumbing sub-contractors.

vii) See Mechanical, Electrical, and Plumbing Specification Sections for additional requirements.

2. Product Data: Submit manufacturer’s printed literature in original form as required in the Contract Documents. Submittal shall include specifications, physical dimensions, and ratings of all equipment. Furnish performance curves for all fans and pumps. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on submittal and superfluous information shall be crossed out in the same manner on all copies. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and any supplemental information that may be available or requested.

3. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.


5. Installer Certificates: Prepare written statements on manufacturer’s letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

6. Manufacturer Certificates: Prepare written statements on manufacturer’s letterhead certifying that product complies with requirements in the Contract Documents.

7. Material Certificates: Prepare written statements on manufacturer’s letterhead certifying that material complies with requirements in the Contract Documents.

8. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

9. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

10. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
   a. Name of evaluation organization
   b. Date of evaluation
   c. Time period when report is in effect
   d. Product and manufacturer’s names
   e. Description of product
f. Test procedures and results

g. Limitations of use

11. Schedule of Tests and Inspections: Comply with requirements specified in Section 01400 Quality Control Requirements.

12. Preconstruction Test Reports: Prepare test reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

13. Compatibility Test Reports: Prepare test reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

14. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency’s standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

15. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Section 01785 (Operation and Maintenance Data.)

16. Manufacturer’s Installation and Operations Instructions: Prepare written or published information that documents manufacturer’s recommendations, guidelines, and procedures for installing or operating a product or equipment. Manufacturer’s Instructions shall be available for review on site at all times. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
   a. Preparation of substrates
   b. Required substrate tolerances
   c. Sequence of installation or erection
   d. Required installation tolerances
   e. Required adjustments
   f. Recommendations for cleaning and protection

17. Manufacturer’s Field Reports: Prepare written information documenting factory-authorized service representative’s tests and inspections. Include the following, as applicable:
   a. Name, address, and telephone number of factory-authorized service representative making report.
   b. Statement on condition of substrates and their acceptability for installation of product.
   c. Statement that products at Project site comply with requirements.
   d. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
   e. Results of operational and other tests and a statement of whether observed performance complies with requirements.
f. Statement whether conditions, products, and installation will affect warranty.
g. Other required items indicated in individual Specification Sections.

18. DEFERRED APPROVALS

a. Submit detailed plans, specifications and engineering calculations for all deferred approval items.
b. Calculations and drawings of structural nature shall be prepared and signed by a Structural Engineer registered in the State of California.
c. Submit 6 complete sets. If revisions are necessary, the Architect will return one copy to the Contractor. Resubmit 6 complete sets with all corrections. Three sets will be sent to D.S.A. for review.
d. If revisions are required by D.S.A., make the corrections and submit 6 complete sets with all corrections, along with D.S.A. check set, to the Architect. After D.S.A. approval, one D.S.A. approved set will be returned to the Contractor.
e. Contractor shall distribute DSA approved documents to CM, PM, IOR and other designated sub-contractors.
f. Fabrication and installation of deferred approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted by the Architect and the Division of the State Architect.

PART 2 - PRODUCTS: Not Used.

PART 3 - EXECUTION: Not used

END OF SECTION 01330
SECTION 01340
ADMINISTRATIVE FORMS & LOGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
A. Section 01330 - “Submittal Procedures”
B. Section 01780 – “Project Record Documents”
C. Divisions 2 through 16 Sections for Administrative Forms & Logs requirements for the Work in those Sections.

1.3 SUMMARY
A. This section specifies the information and format requirements for administrative forms and logs.

1.4 ADMINISTRATIVE FORMS & LOGS
A. Administrative forms and logs include, but are not limited to, the following:
   1. Transmittal Form
   2. Submittal Transmittal Form
   2. Request for Information Form.
   3. Substitution Request Form.
   4. 3-Week Projected Construction Schedule Form
   5. 3-Week Testing & Inspection Schedule Form
   6. Proposed Change Order Form.
   7. Change Order Form.
   9. Request for Information Log Form.
   10. Submittal Log Form
   11. Proposed Change Order Log Form.
   12. Change Order Log Form.
   13. Project Re-inspection Record Form
   14. Contractor’s Proposal For Contract Modification Form
1.5 FORMS INCORPORATED BY REFERENCE

A. Forms available from the California Department of General Services, Division of the State Architect, http://www.dgs.ca.gov/dsa/Forms.aspx, related to administration, construction, testing, and inspection of public work school facilities are hereby incorporated by reference into these Contract Documents.

1.6 CONTRACTOR RESPONSIBILITIES

A. Nothing in this Section 01340 including, but not limited to the above forms and log forms shall be construed to limit, relieve, or release Contractor from liability to District for any damages sustained as a result of inaccurate or incorrect information supplied by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.
### TRANSMITTAL

**To:** Contra Costa Community College District  
500 Court Street, Martinez, CA 94553-1203  
Phone: (925) 229-1000  
Fax: (925) 335-9097  
Attr: ____________________________

**From:** ____________________________

**Via:**  
- [ ] Fax  
- [ ] Hand Delivery  
- [ ] US Mail  
- [ ] Pick-Up  
- [ ] Overnight Mail  
- [ ] Email  
- [ ] Other: ____________________________

**Contract No.:**  
**Project No. and Name:**

- [ ] Shop Drawings  
- [ ] Submittals  
- [ ] Plans  
- [ ] Specifications  
- [ ] Disks  
- [ ] Copy of Letter  
- [ ] Change Order  
- [ ] Samples  
- [ ] Product Data  
- [ ] Other: ____________________________

- [ ] O&M Manual  
- [ ] Project Closeout Documents  
- [ ] Warranty Documents

<table>
<thead>
<tr>
<th>Copies</th>
<th>Date</th>
<th>Number</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

- [ ] For Your Info  
- [ ] For Your Approval  
- [ ] As Requested

- [ ] For Your Review and Comment  
- [ ] Originals for Signatures  
- [ ] As Required per Contract Para: ____________________________  
- [ ] Other: ____________________________

**Remarks:** ____________________________

**Copy To:** ____________________________  
**Print Name:** ____________________________  
**Signature:** ____________________________

**From:** ____________________________  
**Print Name:** ____________________________  
**Signature:** ____________________________  
**Date:** ____________________________

**Received by:** ____________________________  
**Print Name:** ____________________________  
**Signature:** ____________________________  
**Date:** ____________________________

---

Page 1 of 1
# Submittal Transmittal

**To:**

**Via:**
- Fax
- Hand Delivery
- US Mail
- Pick-Up
- Overnight Mail
- Email
- Other

**Date:**
   
**Transmittal No.:**
   
**Contract No.:**

**Project No. and Name:**

**Specification Section:**
- Shop Drawings
- Copy of Letter
- O&M Manual
- Test Reports
- Certificate
- Project Closeout Documents
- Plans
- Specifications
- Warranty Documents
- Samples
- Product Data
- Other

**Request Return (per Schedule):**

**Certification:** A separate Submittal Transmittal is required for each Specification Section. This form is to be used ONLY if there are NO deviations from the Contract Documents. If there are ANY deviations, the Contractor shall submit in accordance with Specification Section 01620 Product Options and Substitutions. We certify that all items contained in this Submittal meet all requirements specified in the Contract Documents.

---

## Contractor Use Only

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Para No. and/or Dwg No.</th>
<th>Item Identification</th>
<th>(Type, size, model no., Mfg. Name, dwg. or brochure no.)</th>
<th>No. of Copies</th>
<th>Action Code</th>
<th>Reviewer Initials and Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Contractor Comments:**

---

## Reviewer Use Only

**Date Revd by Reviewer:**

**From (Reviewer):**

**To:**
- DISTRICT PROJECT MANAGER OR CONSTRUCTION MANAGER

**Reviewer Use Only:**

**Signature:**

**Date:**

---

**Copies of Submittals to District:**

- Yes
- No

**Contractor Signature:**

---

**Copy To:**

**Received by:**

**Print Name:**

**Signature:**
Request for Information (RFI)

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>RFI #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DSA File #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>/C1</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DSA Application #:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Campus:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project No., Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

REFERENCE:

<table>
<thead>
<tr>
<th>Drawing Number/Detail Number</th>
<th>Specification Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ITEM Request:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Request:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Suggestion:

<table>
<thead>
<tr>
<th>Request Issued By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor’s Signature</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

ITEM Response:

<table>
<thead>
<tr>
<th>ITEM</th>
<th>Response:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Response Issued By:

<table>
<thead>
<tr>
<th>Architect/Engineer Signature</th>
<th>Name (Printed)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Response Reviewed By:

<table>
<thead>
<tr>
<th>Owner Authorized Representative (Project Manager)</th>
<th>Name (Printed)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note to Contractor:

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court Street, Martinez, CA 94553

SUBSTITUTION REQUEST FORM

<table>
<thead>
<tr>
<th>RFS #</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>DSA Application #:</td>
<td></td>
</tr>
<tr>
<td>Campus:</td>
<td></td>
</tr>
<tr>
<td>Project No., Name:</td>
<td></td>
</tr>
</tbody>
</table>

Contractor Name:

Contract #:

Contractor pursuant to General Conditions submits the proposed Item. If the District accepts such Item, the undersigned may furnish such Item with all necessary labor, materials, equipment and subcontractors to perform and complete the Work.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>SPECIFIED ITEM OR DRAWING</th>
<th>SPECIFICATION SECTION</th>
<th>PROPOSED SUBSTITUTION (and name of Subcontractor if different)</th>
</tr>
</thead>
</table>

CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that the proposed substitution will be readily available, perform adequately the functions and achieve the results called for by the design concept, be similar in substance to that specified, and be subject to the same use as that specified in Contract Documents.

Contractor:

(please print name of company) Name and Title (printtype) Contractor Authorized/Representative Date

A. Does the substitution affect dimensions shown on Drawings?

B. Will the undersigned pay for changes to the building design, including engineering and detailing costs caused by the requested substitution?

C. What effect does the substitution have on other trades?

D. Will substitution cause change to Project Schedule, or to critical delivery dates? Add? Shorten?

E. Differences between proposed substitution and specified Item?

F. What is the Cost Differential including all mark-ups?

G. Are Manufacturer's guarantees for the proposed item the same as for item specified? Explain difference.

H. The undersigned accepts full responsibility for delays caused by redesign of other items of the Work necessitated by substitution.

I. The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

A/E Response:  
- O Accepted
- O Not Accepted
- O Accepted As Noted
- O Received Too Late

District Representative Response:
- O Accepted
- O Not Accepted
- O Accepted As Noted
- O Received Too Late

BY: __________________________ Date: __________________________

[Signature]

[Signature]
CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court Street, Martinez, CA 94553

PROPOSED CHANGE ORDER

PCO No.: ______________________

Date: ______________________
DSA File #: 7-C1
DSA Application #: ______________________
Campus: ______________________
Project No., Name: ______________________

PRELIMINARY CHANGE AS FOLLOWS:
Within (7) days provide and submit to the Project Manager a complete and itemized proposal including but not limited to the following items: cost breakdown of Labor, Materials, Equipment, Marking, Construction Schedules, etc. Provide either ADD or DEDUCT to the original Contract Amount.

Scope of Work: ______________________
Ref. (Drawings, Specifications, Others): ______________________

Final Cost of this PCO: ______________________
The Contractor requests that time will be ______________________; ______________________; ______________________. By ______________________ Working Days

NOTE: The Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the changes in Work as described above.

1 - REVIEWED & RECOMMENDED (architect/contractor of record)

5 - CONTRACTOR ACCEPTANCE
Company Name: ______________________
Address: ______________________
Stamp / when applicable) ______________________ Signature / Date
Authorized Representative, Name & Title (PRINT)

2 - CONSTRUCTION MANAGER (CM) - (when applicable)
Signature / Date: ______________________

3 - PROJECT INSPECTOR (PI) - (when applicable)
Signature / Date: ______________________

4 - PROJECT MANAGER (PM) - (when applicable)
Signature / Date: ______________________

6 - DISTRICT REPRESENTATIVE

DSA APPROVAL (when applicable)

E: rmc24@contra成本州学区, A: 500 Court Street, Martinez, CA 94553
CHANGE ORDER No.: 

<table>
<thead>
<tr>
<th>Contractor Name:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #:</td>
<td>DSA File #: 7-C1</td>
</tr>
<tr>
<td>Contract Date:</td>
<td>DSA Application #:</td>
</tr>
<tr>
<td>NTP Date:</td>
<td>Campus:</td>
</tr>
<tr>
<td>GL #:</td>
<td>Project No., Name:</td>
</tr>
</tbody>
</table>

THE CONTRACT IS CHANGED AS FOLLOWS: (Attach Contractor Change Order Request or Proposal - if applicable)

<table>
<thead>
<tr>
<th>ADJUSTMENT TO CONTRACT AMOUNT / TIME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Original Contract Amount: $0.00</td>
</tr>
<tr>
<td>Prior Contract Adjustments: $0.00</td>
</tr>
<tr>
<td>Contract Sum Prior to this Change Order: $0.00</td>
</tr>
<tr>
<td>Adjustment Per This Change Order: $0.00</td>
</tr>
<tr>
<td>Revised Contract Amount: $0.00</td>
</tr>
</tbody>
</table>

Original Contract Period: Start Date: [ ] End Date: [ ]

The Contract Time will be [ ] Increased; [ ] Decreased; By [ ] Calendar Days

Revised Contract Completion Date: [ ]

NOTE: The Contractor waives any claim for further adjustments of the Contract Sum and Contract Time related to the above changes in Work.

1 - REVIEWED & RECOMMENDED (Architect/Engineer of Record)

5 - CONTRACTOR ACCEPTANCE

Company Name: [ ] Address: [ ]

Stamp (when applicable) Signature/Date: [ ] Authorized Representative, Name & Title (PRINT): [ ]

2 - CONSTRUCTION MANAGER (CM) - (when applicable)

Signature / Date: [ ]

PROJECT INSPECTOR (PI) - (when applicable)

Signature / Date: [ ]

4 - PROJECT MANAGER (PM)

C.O. NOT VALID WITHOUT Signature / Date: [ ]

6 - DISTRICT AUTHORIZED REPRESENTATIVE

DSA APPROVAL (when applicable)

Signature / Date: [ ]

K:\Project Filing System\CCC-617-College Center Design03\Design Dev3.40 Cost Docs Phase3.45 Spec & Prods\CCC-DIVISION 0 & 1 DRAFT\Div 0 and 1 working\templates\Forms & Logs Templates\Change Order - CO.xls
# CONTRA COSTA COMMUNITY COLLEGE DISTRICT

500 Court Street, Martinez, CA 94553

## Submittal Log

<table>
<thead>
<tr>
<th>Contractor Name</th>
<th>DSA File #: 7.G1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract #:</td>
<td>DSA Application #:</td>
</tr>
<tr>
<td>Campus:</td>
<td>Project No. and Name:</td>
</tr>
<tr>
<td>Date Updated:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submittal No.:</th>
<th>Specification No.:</th>
<th>Item No.:</th>
<th>Description</th>
<th>Date Submitted to AEC for Review</th>
<th>Request Return Date per District</th>
<th>Date Returned to Contractor</th>
<th>Number of Submittals Returned</th>
<th>AEC Review Comments</th>
<th>Date Submitted to DSA</th>
<th>Date of Returned from DSA</th>
<th>Distribution List</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

## Project Submittal Analysis

- Number of submittal: No Exception Taken (NET)
- Number of Submittal: Make Correction Noted (MCN)
- Number of Submittal: Rejected and Resubmit (RR)
- Number of Submittal: Submit Specified Item (SSI)
- Number of Submittal: Rejected (R)
- Number of Open Deferred Approval Submittal

K:\Project Filing System\CCC\CC\Design Docs\Design Docs 2019-2020\Project Docs\CCC-CCC-CC\DA-01-117319 - 1\Project Files and 1 working templates\Forms & Logs Templates\Submittal Log.xls
## CHANGE ORDER Log

<table>
<thead>
<tr>
<th>GO #</th>
<th>Date</th>
<th>Description</th>
<th>Date Submitted to DSA</th>
<th>Date Returned from DSA</th>
<th>DSA Comments</th>
<th>Distribution List</th>
<th>Date of Issue</th>
<th>Amount Approved</th>
<th>Time Extension (Calendar Days)</th>
<th>Remarks</th>
</tr>
</thead>
</table>

**Total Approved Changes:**

### ADJUSTMENT TO CONTRACT AMOUNT/TIME

- **Original Contract Amount:** 
- **Contract Adjustments:** 
- **Revised Contract Amount:**
- **Original Contract Completion Date:**
- **Number of Calendar Days Adjusted:**
- **Revised Contract Completion Date:**
# Project Re-inspection Record

**By:** Project Inspector

<table>
<thead>
<tr>
<th>Date</th>
<th>Hours</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mon.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tue.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fri.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sat.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sun.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mon.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tue.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Wed.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Thu.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fri.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sat.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sun.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub total hours**

---

**List of Re-inspection by IOR (if applicable)**

<table>
<thead>
<tr>
<th>Date / Hours</th>
<th>Description of Re-inspection</th>
</tr>
</thead>
</table>

---

**Signature**

**Print name:** Inspector of Record

**Date**

---

**Signature**

**Print name:** Project Manager

**Date**
CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION
(05/11)

<table>
<thead>
<tr>
<th>Project No. and Name:</th>
<th>CONTRACT NO.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prime Contractor:</td>
<td></td>
</tr>
</tbody>
</table>

SHORT DESCRIPTION OF CHANGE: Description attached

<table>
<thead>
<tr>
<th>PRIME CONTRACTOR'S WORK</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Direct Materials</td>
</tr>
<tr>
<td>2. Sales Tax on Materials</td>
</tr>
<tr>
<td>3. Direct Labor</td>
</tr>
<tr>
<td>4. Insurance, Taxes, and Fringe Benefits</td>
</tr>
<tr>
<td>5. SUBTOTAL Materials and Labor (Add lines 1-4)</td>
</tr>
<tr>
<td>6. Rental Equipment</td>
</tr>
<tr>
<td>7. Sales Tax on Rental Equipment</td>
</tr>
<tr>
<td>8. Equipment Ownership and Operating Expenses</td>
</tr>
<tr>
<td>9. SUBTOTAL Equipment (Add lines 6-8)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUMMARY</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. Prime Contractor's Work (Add Lines 5 and 8)</td>
</tr>
<tr>
<td>11. Overhead and Profit On Prime Material and Labor</td>
</tr>
<tr>
<td>12. Overhead and Profit On Prime Equipment</td>
</tr>
<tr>
<td>13. Total of Subcontractor's Work (See Backup)</td>
</tr>
<tr>
<td>14. Prime's Overhead on all Subcontractor's Work</td>
</tr>
<tr>
<td>15. SUBTOTAL (Add Lines 10-14)</td>
</tr>
<tr>
<td>16. Prime Contractor's Bond Premium</td>
</tr>
<tr>
<td>17. TOTAL COST (Add Lines 15-16)</td>
</tr>
</tbody>
</table>

Estimated time and extension justifications (attach schedule analysis): [work days] $0.00

Prime Contractor's Comments:

Signature and Title of Preparer: Date:

1. Material (attach itemized quantity and unit cost plus sales tax)
2. Labor (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security, and Unemployment Taxes: not to exceed as follows: Federal @ 0.8%; with a wage ceiling of $96,000; Medicare @ 1.42%; no wage ceiling; FUTA @ 0.8% with a wage ceiling of $7,000; SUTA @ 2.5% with a wage ceiling of $7,000; Workers’ Compensation @ 9.4%; Liability and Property Damage @ 2.3%. Total not-to-exceed is 19.11%. (Note: Modifying to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the “burden” calculation.)
4. Equipment (attach invoices)
5. If Subcontractor performed Work, use Subcontractor’s sheets to calculate costs.
6. Prime Contractor's Overhead and Profit on Subcontractor work. No more than five percent (5%) of Item 14. Subcontractor overhead and profit on items (10) not to exceed fifteen percent (15%) of the lowest of subcontractor total cost.
7. Bond not to exceed two percent (2%) of Item 16. Use actual percentage from Performance/Performance bonds submitted at contract award.
<table>
<thead>
<tr>
<th>POST</th>
<th>Description</th>
<th>Cost Category</th>
<th>Material Cost</th>
<th>Equipment Cost</th>
<th>Subcontractor Cost</th>
<th>Labor Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Notes:**
- All contract modification proposals shall be addressed to the District and submitted only from the Prime Contractor. Proposal must state the conditions, scope of the modification, and shall be for each item shall be transferred to the corresponding cost on the front of this form.
- **Prime Contractor:**

**Breakdown of Direct Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Cost Category</th>
<th>Material Cost</th>
<th>Equipment Cost</th>
<th>Subcontractor Cost</th>
<th>Labor Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total Cost:**
# CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION

(09/11)

<table>
<thead>
<tr>
<th>Project No. and Name:</th>
<th>CONTRACT NO.:</th>
</tr>
</thead>
</table>

## Tier 1 Subcontractor:

**SHORT DESCRIPTION OF CHANGE:**

attachment

## TIER 1 SUBCONTRACTOR'S WORK

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Direct Materials</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>2. Sales Tax on Materials</td>
<td>9.25%</td>
<td>$0.00</td>
</tr>
<tr>
<td>3. Direct Labor</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>4. Insurance, Taxes, and Fringe Benefits</td>
<td>19.19%</td>
<td>$0.00</td>
</tr>
<tr>
<td>5. SUBTOTAL Materials and Labor (Add lines 1-4)</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>6. Rental Equipment</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>7. Sales Tax on Rental Equipment</td>
<td>9.25%</td>
<td>$0.00</td>
</tr>
<tr>
<td>8. Equipment Ownership and Operating Expenses</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>9. SUBTOTAL Equipment (Add Lines 6-8)</td>
<td>$0.00</td>
<td></td>
</tr>
</tbody>
</table>

## SUMMARY

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10. TIER 1 Contractor's Work (Add Lines 5 and 8)</td>
<td>$0.00</td>
</tr>
<tr>
<td>11. Overhead and Profit On TIER 1 Material and Labor</td>
<td>15.00%</td>
</tr>
<tr>
<td>12. Overhead and Profit On TIER 1 Equipment</td>
<td>10.00%</td>
</tr>
<tr>
<td>13. Total of all Subcontractor's Work (See Backup)</td>
<td>$0.00</td>
</tr>
<tr>
<td>14. Tier 1 Overhead on Subcontractor's Work</td>
<td>0.00%</td>
</tr>
<tr>
<td>15. SUBTOTAL (Add Lines 10-14)</td>
<td>$0.00</td>
</tr>
<tr>
<td>16. TIER 1 Contractor's Bond Premium</td>
<td>1%</td>
</tr>
<tr>
<td>17. TOTALCOST (Add Lines 15-16)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

## Estimated time extension and justification:

- Work Days

## Subcontractor's Comments:

- 

## Prime Contractor's Name:

- 

## Signature and Title of Preparer:

- 

## Date:

- 

---

1. Material (attach itemized quantity and unit cost plus sales tax)
2. Labor (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Workers’ Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows: FICA @ 6.2% with a wage ceiling of $84,000; Medicare @ 1.45% - no wage ceiling; FUTA @ .8% with a wage ceiling of $7,000; EIT and SUI @ 2.3% with a wage ceiling of $7,000. Workers’ Compensation @ 3.94%. Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, these corresponding percentages must drop from the “burden” calculations.)
4. Equipment (attach invoices)
5. If lower tier Subcontractor performed work, use Subcontractor's sheets to calculate costs.
6. Subcontractor's Overhead and Profit on lower tier Subcontractor work. No more than five percent (5%) of item (13). Subcontractor overhead and profit (including cumulative) not to exceed fifteen percent (15%) of the lower tier Subcontractor Total Cost.
7. Bond not to exceed two percent (2%) of item (16). Use actual percentage from Performance/Payment bond submitted at contract award.
### Table: Site Clearing Cost Breakdown

<table>
<thead>
<tr>
<th>Method</th>
<th>Hours</th>
<th>Rate</th>
<th>Hourly Cost</th>
<th>Material</th>
<th>Rate</th>
<th>Material Cost</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Notes
- All contract modifications shall be addressed to the District and may only be made with the approval of the Prime Contractor. Modifications shall not affect the Prime Contractor's obligations under the contract.
- The total cost of each item shall be transferred to the corresponding line on the front of the form.
### CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION

(09/11)

<table>
<thead>
<tr>
<th>Project No. and Name:</th>
<th>CONTRACT NO.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tier 2 Subcontractor:</td>
<td></td>
</tr>
</tbody>
</table>

**SHORT DESCRIPTION OF CHANGE:** description attached

### TIER 2 SUBCONTRACTOR'S WORK

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Direct Materials</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Sales Tax on Materials</td>
<td>9.25% of Line 1</td>
<td></td>
<td>9.25%</td>
</tr>
<tr>
<td>3.</td>
<td>Direct Labor</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Insurance, Taxes, and Fringe Benefits</td>
<td>19.19% of Line 3</td>
<td></td>
<td>19.19%</td>
</tr>
<tr>
<td>5.</td>
<td>SUBTOTAL Materials and Labor (Add lines 1-4)</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>6.</td>
<td>Rental Equipment</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Sales Tax on Rental Equipment</td>
<td>9.25% of Line 5</td>
<td></td>
<td>9.25%</td>
</tr>
<tr>
<td>8.</td>
<td>Equipment Ownership and Operating Expenses</td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>SUBTOTAL Equipment (Add Lines 6-8)</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

**SUMMARY**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>Tier 2 Contractor's Work (Add Lines 5 and 8)</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>11.</td>
<td>Overhead and Profit On Tier 2 Material and Labor</td>
<td>15.00% of Line 9</td>
<td></td>
<td>15.00%</td>
</tr>
<tr>
<td>12.</td>
<td>Overhead and Profit On Tier 2 Equipment</td>
<td>10.00% of Line 9</td>
<td></td>
<td>10.00%</td>
</tr>
<tr>
<td>13.</td>
<td>Total of all Subcontractor's Work (See Backup)</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>14.</td>
<td>Tier 2 Overhead on Subcontractor's Work</td>
<td>0.00% of Line 10</td>
<td></td>
<td>0.00%</td>
</tr>
<tr>
<td>15.</td>
<td>SUBTOTAL (Add Lines 10-14)</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
<tr>
<td>16.</td>
<td>Tier 2 Contractor's Bond Premium</td>
<td>1% of Line 16</td>
<td></td>
<td>1.00%</td>
</tr>
<tr>
<td>17.</td>
<td>TOTAL COST (Add Lines 15-16)</td>
<td></td>
<td></td>
<td>0.00</td>
</tr>
</tbody>
</table>

Estimated time extension and justification: Work Days

### Tier 2 Subcontractor's Comments:

### Tier 1 Subcontractor's Name:

Signature and Title of Preparer: Date:

---

1. Material (attach itemized quantity and unit cost plus sales tax)
2. Labor (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed two times FICA @ 6.2% with a wage ceiling of $84,900; Medicare @ 1.45% no wage ceiling; FUTA @ .8% with a wage ceiling of $7,000; EIT and SUT @ 2.3% with a wage ceiling of $7,000; Workers' Compensation @ 3.94%; Liability and Property Damage @ 2.5%. Total not-to-exceed is 19.19%. (Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, the corresponding percentages must drop from the "burden" calculations.)
4. Equipment [attach invoices]
5. If lower tier Subcontractor performed work, use Subcontractor's sheets to calculate costs.
6. Subcontractor's Overhead and Profit on lower tier Subcontractor work. No more than five percent (5%) of item (14). Subcontractor overhead and profit (verticals cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.
7. Bond not to exceed two percent (2%) of item (16). Use actual percentage from Performance Payment bonds submitted at contract award.
## CONTRACTOR'S PROPOSAL FOR CONTRACT MODIFICATION

**DATE:**

### Project No. and Name:

### CONTRACT NO.:

### Tier 3 Subcontractor:

### SHORT DESCRIPTION OF CHANGE:

**Description attached**

### Tier 3 Subcontractor's Work

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Direct Materials</td>
<td>$ -</td>
</tr>
<tr>
<td>2.</td>
<td>Sales Tax on Materials</td>
<td>9.25% of Line 1</td>
</tr>
<tr>
<td>3.</td>
<td>Direct Labor</td>
<td>$ -</td>
</tr>
<tr>
<td>4.</td>
<td>Insurance, Taxes, and Fringe Benefits</td>
<td>19.19% of Line 3</td>
</tr>
<tr>
<td>5.</td>
<td>SUBTOTAL Materials and Labor (Add lines 1-4)</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Rental Equipment</td>
<td>$ -</td>
</tr>
<tr>
<td>7.</td>
<td>Sales Tax on Rental Equipment</td>
<td>9.25% of Line 5</td>
</tr>
<tr>
<td>8.</td>
<td>Equipment Ownership and Operating Expenses</td>
<td>$ -</td>
</tr>
<tr>
<td>9.</td>
<td>SUBTOTAL Equipment (Add Lines 6-8)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

### SUMMARY

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>10.</td>
<td>TIER 3 Contractor's Work (Add Lines 5 and 8)</td>
<td>$0.00</td>
</tr>
<tr>
<td>11.</td>
<td>Overhead and Profit On TIER 3 Material and Labor</td>
<td>15.00% of Line 9</td>
</tr>
<tr>
<td>12.</td>
<td>Overhead and Profit On TIER 3 Equipment</td>
<td>10.00% of Line 9</td>
</tr>
<tr>
<td>13.</td>
<td>Total of all Subcontractor's Work (See Backup)</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Tier 3 Overhead on Subcontractor's Work</td>
<td>0.00% of Line 10</td>
</tr>
<tr>
<td>15.</td>
<td>SUBTOTAL (Add Lines 10-14)</td>
<td>$0.00</td>
</tr>
<tr>
<td>16.</td>
<td>TIER 3 Contractor's Bond Premium</td>
<td>1% of Line 16</td>
</tr>
<tr>
<td>17.</td>
<td>TOTAL COST (Add Lines 15-16)</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Estimated time extension and justification: Work Days

### Tier 3 Subcontractor’s Comments:

### Tier 2 Subcontractor’s Name:

**Signature and Title of Preparer:**

**Date:**

---

**Notes:**

1. **Material** (attach itemized quantity and unit cost plus sales tax)
2. **Labor** (attach itemized hours and rates)
3. Liability and Property Damage Insurance, Workers' Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed as follows:
   - FICA @ 6.2% with a wage ceiling of $84,900; Medicare @ 1.45%; no wage ceiling; FUTA @ 0.8% with a wage ceiling of $7,000; EIT and SUT @ 2.3% with a wage ceiling of $7,000; Workers' Compensation @ 1.94%; Liability and Property Damage @ 2.3%. Total not-to-exceed is 19.15%. Note: Modifications to these percentages will be evaluated and possibly modified only on a case-by-case basis and only after proper proof of alternate percentages are documented and approved in advance. In addition, as wage ceilings are met, those corresponding percentages must drop from the "burden" calculations.
4. **Equipment** (attach invoices)
5. If lower tier Subcontractor performed work, use Subcontractor's sheets to calculate costs.
6. **Subcontractor's Overhead and Profit on lower tier Subcontractor work.** No more than five percent (5%) of Item (15). Subcontractor overhead and profit (at tier cumulative) not to exceed fifteen percent (15%) of the lowest tier Subcontractor Total Cost.
7. **Bond** not to exceed two percent (2%) of Item (16); use actual percentage from Performance/Payment Bonds submitted at contract award.
END OF SECTION 01340
SECTION 01400
QUALITY CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY
A. This Section includes Administrative and Procedural Requirements for Quality Control and Quality Assurance Services includes, but not limited to, the followings:
   1. Quality assurance and control of installation.
   2. References.
   3. Inspection and testing laboratory services
   4. Manufacturers’ field services and reports
   5. Field sample
   6. DSA Project Inspector if applicable
   7. Inspection by the Division of the State Architect if applicable
   8. Conflicts

1.3 QUALITY ASSURANCE/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' written instructions, including each step in sequence.
C. When manufacturers' instructions conflict with Contract Documents, request clarification from District's 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. All Work shall be performed 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.
G. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on the Project at all times during normal work hours. In Contractor’s absence, Contractor’s appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to the Contractor. Contractor’s representative shall be responsible to coordinate all Work to be performed on the Project.
H. Shop and field work shall be performed only by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this Project shall be done in accordance with the best practices of the various trades involved and in accordance with the Contract Documents, approved shop drawings and these specifications.

I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The District’s Representatives reserve the right to reject any materials and workmanship that are not considered to be of the highest standards of the trades involved. Any such inferior material or workmanship shall be removed and replaced at no additional cost or time impact to the District.

J. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials. Manufacturer’s specifications, installation instructions, and testing and startup directions shall be available for inspection on Site.

K. Any additional work beyond that specified or illustrated in the Contract Documents, or any modification thereto, that is necessary to obtain the guarantees specified in the Contract Documents shall be provided by the Contractor without any additional cost or time impact to the District.

1.4 REFERENCES

A. Conform to reference standards in force on the most recent date of issue of the approved Contract Documents.

B. When specified reference standards conflict with Contract Documents, request clarification from District’s 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 reference document.

D. The Contractor shall be responsible for being current and knowledgeable for all building codes involved for all trades under his direction.

E. Provide all work and materials in full in accordance with the latest applicable Rules and Regulations of the California Code of Regulations Title 24 Building Code Standards, the State Fire Marshal, Safety Orders of the Division of Industrial Safety, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit Work not conforming to these Codes.

F. American Society for Testing and Materials (ASTM):

   1. 29 CFR 1910, Subpart A, Section 1910.7: Definitions and Requirements for a National Recognized Testing Laboratory.

H. NIST: National Institute of Standards and Technology.

I. Furnish all material and labor required to comply with these Rules and Regulations without any additional cost to District.
1.5 MANUFACTURERS’ FIELD SERVICES AND REPORTS

A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment as applicable, and to provide instructions when necessary.

B. Provide four (4) sets of Manufacturer’s Field Representative report to District and Architect for review within 5 days of field observation.

C. Manufacturer’s Field Service: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections.

1.6 FIELD SAMPLES

A. Install field samples at the site for District and Architect review as required by individual Specifications Sections.

B. Samples accepted by the Architect in writing represent the quality level required for the Work.

C. Where a field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect.

1.7 PROJECT INSPECTOR

A. District will employ a Project Inspector in accordance with the regulations of the DSA and subject to the provision of Part 1, Title 24, CCR. Project Inspector’s authority, rights and duties shall be as set forth in Section 4-342, Part 1, Title, 24, CCR.

1.8 INSPECTION BY THE DIVISION OF THE STATE ARCHITECT

A. Work will be monitored and observed through periodic site visits by the Division of the State Architect Field Inspector according to Section 4-334, Part 1, Title 24, CCR.

1.9 CONFLICTS

A. Contractor shall comply with rules of documents interpretation as indicated in Contract General Conditions including, but not limited to the following items:

1. Contract Documents take precedence over statutory requirements or standard when requiring materials of higher quality or performance, or larger sizes or capacity, or greater protection, safety or quantity than required by said codes or standards.

2. This shall not operate to allow deviations from code requirements, prior approvals and other provisions as specified.

3. Modifications to published statutory requirements currently adopted or enforced by regulating agencies having jurisdiction shall take precedence over said published requirements.

B. Conflicts within Contract Documents and/or between Project Manual (including specifications) Drawings, Addenda: The more stringent requirement shall govern.

C. Subcontractor, supplier, and installer work may be called for in any section of the Contract Documents; Project Manual Specifications, Drawings and Addenda. Work by any one
discipline is not limited to any specification section of the Project Manual, Drawings, Addenda, and Contract Documents shall be bid in total and not in parts.

D. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding. Contractor shall, within (15) working days, notify the Architect in writing for the context of requirements.

E. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Contractor shall, within (15) working days, notify any uncertainties to the Architect and District for a decision before proceeding.

1.10 QUALITY CONTROL, GENERAL

A. District will provide inspections, tests, and similar quality control services required performed by the Division of the State Architect. All other tests are Contractor’s responsibility.

1. District will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

3. See Section 00700, Contact General Conditions, Article 13.5 for additional requirements.

1.11 QUALITY CONTROL: LABORATORY, TESTS, AND REPORTING REQUIREMENTS

A. Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation.

1. The laboratory’s scope of accreditation must include the appropriate ASTM standards (E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications.

B. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.

C. Laboratory Accreditation Authorities: Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at: http://ts.nist.gov/ts/htdocs/210/214/214.htm the American Association of State Highway and Transportation Officials (AASHTO) program at http://www.transportation.org/aashto/home.nsf/frontpage , International Accreditation Services, Inc. (IAS) at http://www.iasonline.org, the American Association for Laboratory Accreditation (A2LA) program at http://www.a2la.org/.
D. Capability Check: The District retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

E. Test Results: Cite applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item test or analyzed conforms or fails to conform to specified requirements.
   1. If the item fails to conform, notify the District immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable.
   2. Test results must be signed by a testing laboratory representative authorized to sign certified test reports.
   3. Furnish the signed reports, certifications, and other documentation to the District via the QC Manager.
   4. Furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the District. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month.

1.12 NOTIFICATION ON NON-COMPLIANCE

A. The District will notify the Contractor of any detected non-compliance with the Contract. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the District may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time for excess costs or damages by the Contractor.

PART 2 - PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work constitutes acceptance of existing conditions by the Contractor.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

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

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

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special Inspector conducting test or inspection.

B. Maintain test and inspection log at project site. Post changes and modifications as they occur. Provide access at the Project site to the District and Architect, during normal working hours, to Contractor generated test and inspection logs

3.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.
B. Seal cracks or openings of substrate prior to applying next material or substance.
C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.4 PREPARATION AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
B. Protect construction exposed by or for quality-control service activities.
C. Repair and protection are Contractor’s responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01400
SECTION 01410
REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
A. Divisions 2 through 28 Sections for Regulatory requirements for the work in those sections.

1.3 SUMMARY
A. This Section includes: regulatory requirements applicable to the Contract Documents and the Project and Work.
B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
C. No change order shall be considered for any change in any applicable federal, state or local code or regulation if similar language existed in an alternate applicable regulation in force at the time of opening of Bids.
D. Contractor shall not allow design or construction of any conditions wherein the finished Work will not comply with current applicable codes. No change order shall be considered by District for the Work correction of any Work not complying with code.
E. This section shall cover the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.4 REFERENCES TO REGULATORY REQUIREMENTS
A. Code, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor because Contractor is assumed to be and shall be familiar with these requirements, including readily available access to these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor’s responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used with no change in Contract Sum or Contract Time.
B. Contractor shall conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, whether or not referenced in the Contract Documents.
C. Precedence:
1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.

2. Where Contract Documents require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Contract Documents shall take precedence so long as such increase is legal.

3. Where no requirements are identified on Contract Documents, comply with all requirements of applicable codes, ordinances and standards of governing authorities have jurisdiction.

1.5 REGULATORY REQUIREMENTS

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and lawful orders of all public authorities have jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site, copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations (“CCR”).

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California’s Code Section Group 1, Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

1. Test and testing laboratory per Section 4-335 (District shall pay for the testing laboratory.)
2. All special inspections per Section 4-333(c).
3. Contractor shall submit verified reports per Section 4-365 & 4-343(c).
4. Administration
   a. Duties of the Architect & Engineers shall be per Section 4-333(a) & 4-341.
   b. Duties of the Contractor shall be per Section 4-343.
   c. Verified Reports per Section 4-336.
5. Contractor shall keep and make available a copy of Part I and II of the most current version of Title 24 at the Site during construction.
6. Contractor shall notify the Division of State Architect (“DSA”) upon the start of construction per Section 4-334 if applicable.
7. Addenda and Change Orders per Section 4-338.

1.6 CODES

A. Codes that apply to Contract Documents include, but are not limited to, the following:

5. California Elevator Safety Construction Code, Part 7, Title 24 C.C.R.
7. Public Safety, Title 19, California Code of Regulations, State Fire Marshal Regulations
13. California Code of Regulations (CCR):
   a. Title 8, Industrial Relations (Cal/OSHA Standards).
   b. Title 24, State Access Compliance.
14. California Air Resources Board (CARB), and in particular Rule 1113.
16. State Water Resources Control Board Waste Discharge Requirements
17. County ordinances and regulations.
18. Other codes as specified.

1.7 LAWS, ORDINANCES, RULES, AND REGULATIONS
A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:
   1. Federal:
      b. 29 CFR, Section 1910.1001, Asbestos
      c. 40 CFR, Subpart M, National Emission Standards for Asbestos
      d. Executive Order 11246
      e. Federal endangered Species Act
      f. Clean Water Act
   2. State of California:
      a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
      b. California Public Contract Code
      c. California Health and Safety Code
      d. California Government Code
      e. California Labor Code
      f. California Civil code
      g. California Code of Civil Procedure
h. CPUC General Order 95, Rules for Overhead Electric Line Construction  
i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and  
Communications systems  
j. Cal/OSHA  
k. OSHA: Hazard Communications Standards  
l. California Endangered Species Act  
m. Water Code  

3. State of California Agencies:  
a. State and Consumer Services Agency  
b. Office of the State Fire Marshall  
c. Not used  
d. Bay Area Air Quality Management District  
e. San Francisco Bay Regional Water Quality Control Board  
f. Division of the State Architect  

4. Local Agencies:  
a. City of Brentwood, California  
b. Contra Costa County Fire Protection Department  

5. Other Requirements:  
b. References on Drawings on in specifications to “code” or “building code” not otherwise  
identified shall mean the codes specified in this Section 1410 together with all additions,  
amendments, changes, and interpretations adopted by code authorities of the  
jurisdiction.  

B. Contractor shall have immediate access to all of the foregoing.  

C. Other Applicable Laws, Ordinances and Regulations:  
1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and  
regulations of federal, state, and local governmental agencies and jurisdictions having  
authority over the Project.  
2. Work shall be accomplished in conformance with all rules and regulations of public utilities  
and utility districts.  
3. Where such laws, ordinances, rules and regulations require more care or greater time to  
accomplish Work, or require better quality, higher standards or greater size of products, Work  
shall be accomplished in conformance to such requirements with no change to the Contract  
Time and Contract Sum, except where changes in laws, ordinances, rules and regulations  
occur subsequent to the time of opening of the Proposals.  

D. Under California Government Code Section 930.2 et. Seq. and Public Contract Code Section  
7105(d)(2), neither the Contract Claims Procedure nor the Change Order Procedure may be  
modified, waived, or otherwise not complied with, absent a written change order that explicitly  
and expressly makes such modifications.  

1.8 CONFLICTS
A. Between reference regulatory requirements: Comply with the one establishing the more stringent requirement.

B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.9 **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 people with disabilities. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits, or activities provided and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

**PART 2 - PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

Not Used.

END OF SECTION 01410
SECTION 01412

HAZARDOUS MATERIALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract documents shall be reviewed for applicable provisions related to the provisions in this document, and provision in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01010 – “Summary of Work”
B. Divisions 2 through 32 Sections for Hazardous Materials requirements for the work in those Sections.

1.3 SUMMARY

A. This Section describes Project requirements applicable to Work the unexpected discovery of hazardous materials, hazardous waste, 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. This Section supplements the requirements elsewhere in the Contract Documents.

1.4 DISCOVERY OF HAZARDOUS MATERIALS

A. In the event the Contractor encounters or suspects the presence on the job site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

B. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state and federal regulation which may include: (1) CCR Title 8, Division 4, Chapter 4, Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).
C. Should the discovery of contaminants cause delay to Contractor's operation, extension of Contract Time will be granted by District in accordance with Section 00700 (General Conditions) and Section 01310 (Construction Scheduling.) Contractor may not be entitled to damages or additional payment due to such delays. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.

D. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01310 (Construction Scheduling) regarding requirement to demonstrate Time Impacts.

1.5 SUBSURFACE HAZARDOUS MATERIALS
A. If Contractor encounters surface contamination, the following provisions and precautionary measures shall be implemented during construction.
   1. Contractor's personnel shall be alert for and cease work in the area and immediately report to District's Representative any detectable chemical odors, unusual debris, or discolored soil.

1.6 HAZARDOUS MATERIAL WORK LIMITATIONS
A. In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material work is the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

1.7 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR
A. In the event the hazardous materials on the Project Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor’s generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Project Site.

1.8 TERMS OF HAZARDOUS MATERIAL PROVISION
A. The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.
1.9 NON-UTILIZATION OF ASBESTOS MATERIAL

A. NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO EFFECT THIS CONSTRUCTION.

B. Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

C. Any or all material containing greater than one-tenth of one percent (>0.1%) asbestos shall be defined as asbestos-containing material.

1.10 REMOVAL OF CONTRACTOR INSTALLED ASBESTOS MATERIALS

A. All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

2. The asbestos removal contractor shall be appropriately licensed and registered, qualified in the removal of asbestos and shall be approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be approved by the District, who shall have sole discretion and final determination in this matter.

1.11 NATURALLY OCCURRING ASBESTOS

A. To protect construction workers and members of the public from exposure to known areas of naturally-occurring asbestos (NOA), all ground disturbing activities will be undertaken in accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein, Per Section 93105 (b) of the ATCM, these criteria are as follows:

1. The area to be disturbed is located in a geographic ultramafic rock unit; or

2. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the owner/operator, or the Air Pollution Control Officer (APCO); or

3. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.
PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01412
SECTION 01415
MITIGATION MONITORING REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY

A. This Mitigation Monitoring and Reporting Program (MMRP) was formulated based on the findings of the Initial Study/Mitigated Negative Declaration (IS/MND) prepared for the Los Medanos College Improvement Implementation Project. This MMRP is in compliance with Section 1509 of the CEQA Guidelines, which requires that the Lead Agency “adopt a program for monitoring or reporting of the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects.” The MMRP lists mitigation measures recommended in the IS/MND and identifies mitigation monitoring requirements.

B. The District has attempted to insert these MMRP requirements into the various other Specification Sections that are related to the nature of each mitigation measure. This Section is included to provide a consolidated location for all of the CEQA requirements. Where measures are found in any of the Contract Documents that conflict with these measures, the more stringent measure shall apply.

1. Table 1 presents the mitigation measures identified for the Project. Each mitigation measure is numbered according to the topical section to which it pertains in the IS/MND. As an example, Mitigation measure AIR-1 is the first mitigation measure identified in the IS/MND for the Project.

   a. Elements of the MMRP which have been stricken out do not apply to this project.
   b. The first column of Table 1 identifies the mitigation measure from the IS/MND.
   c. The second column, entitled “Action and Implementation Timing,” describes each mitigation measure.
   d. The third column, “Party Responsible for Monitoring,” names the party ultimately responsible for ensuring that the mitigation measures are implemented.
   e. The fourth column “Action by Monitor,” outlines the steps for monitoring the action identified in the mitigation measure.
   f. The fifth column entitled “Monitoring Timing,” states the time the monitor must ensure that the mitigation measure has been implemented.
   g. The last column will be used by the District to ensure that individual mitigation measures have been monitored.
### Table 1: LMC Mitigation Monitoring and Reporting Program

<table>
<thead>
<tr>
<th>Recommended Mitigation Measures</th>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>AIR QUALITY</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIR-1: Consistent with guidance from the BAAQMD, the District shall require contractors to include emissions control measures in construction specifications for the project. The District shall review the final construction specifications to verify that the requirements have been included prior to beginning grading and excavating activities for the project. The District shall verify via field inspection at least twice during construction that the measures are being implemented. The following actions are required:</td>
<td>Implement all the emission control measures listed in Mitigation Measure AIR-1 during construction</td>
<td>Contra Costa Community College District and construction contractor</td>
<td>Contra Costa Community College District</td>
<td>1. Review final construction specifications to ensure all requirements listed in Mitigation Measure AIR-1 are included</td>
<td>1. Before grading begins</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Alternative powered construction equipment (i.e., CNG, biodiesel, electric) shall be utilized when feasible; Add-on control devices shall be used such as diesel oxidation catalysts or particulate filters; Project construction shall be phased; and Operating hours of heavy duty equipment shall be minimized.</td>
<td></td>
<td></td>
<td>2. Visit project site at least twice to verify that emission control measures are being implemented</td>
<td>2. During project construction</td>
<td></td>
</tr>
<tr>
<td>Recommended Mitigation Measures</td>
<td>Action and Implementation Timing</td>
<td>Party Responsible for Implementing Mitigation</td>
<td>Party Responsible for Monitoring</td>
<td>Action by Monitor</td>
<td>Monitoring Timing</td>
<td>Verification of Compliance Name/Date</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------------</td>
<td>-----------------------------------------------</td>
<td>---------------------------------</td>
<td>-------------------</td>
<td>------------------</td>
<td>--------------------------------------</td>
</tr>
</tbody>
</table>
| AIR-2: Consistent with the guidance from the BAAQMD, the District shall include dust control measures in construction contracts and specifications for the project. The District shall verify via field inspection at least twice during construction of each project that the measures are being implemented. The following measures shall be required: The following controls shall be implemented at all construction sites: Water all active construction areas at least twice daily and more often during windy periods; active areas adjacent to existing land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers to control dust; Cover all trucks hauling soil, land, and other loose materials or require all trucks to maintain at least two feet of freeboard; Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, inactive construction areas, and staging areas at construction sites; Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality; Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets; | Implement the dust control measures listed in Mitigation Measure AIR-2 during construction | Contra Costa Community College District and construction contractor | Contra Costa Community College District | 1. Review final construction specifications to ensure all requirements listed in Mitigation Measure AIR-2 are included 2. Visit project site at least twice to verify that dust control measures are being implemented | 1. Before grading begins 2. During project construction | Name:  
Date: |
<table>
<thead>
<tr>
<th>Recommended Mitigation Measures</th>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>AIR-2 Continued</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.);</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install base rock at entryways for all existing trucks, and wash off the tires or tracks of all trucks and equipment in designated areas before leaving the site;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limit traffic speeds on unpaved roads to 15 mph;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Install sandbags or other erosion control measures to prevent silt runoff to public roadways;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Replant vegetation in disturbed areas as quickly as possible; and</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Suspend excavation and grading activity when sustained wind speeds exceed 25 mph. Sustained wind speed shall be determined by averaging observed values over a two-minute period. Wind monitoring by the construction manager shall be required at all times during excavation and grading activities.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIR-3a: Implement Mitigation Measure AIR-1.</td>
<td>See Mitigation Measure AIR-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>AIR-3b: Implement Mitigation Measure AIR-2.</td>
<td>See Mitigation Measure AIR-2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Mitigation Measures</td>
<td>Action and Implementation Timing</td>
<td>Party Responsible for Implementing Mitigation</td>
<td>Party Responsible for Monitoring</td>
<td>Action by Monitor</td>
<td>Monitoring Timing</td>
<td>Verification of Compliance Name/Date</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>--------------------------------------</td>
</tr>
<tr>
<td><strong>V. CULTURAL RESOURCES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CULT-1: The District shall inform its contractor(s) of the possibility of encountering archaeological resources during subsurface excavations by including the following directive in contract documents: “If prehistoric or historical archaeological deposits are discovered during project activities, all work within 25 feet of the discovery shall be redirected and a qualified archaeologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations regarding the treatment of the discovery. Project personnel shall not collect or move any archaeological materials or human remains and associated materials. Adverse effects to archaeological deposits shall be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their California Register of Historical Resources eligibility.”</td>
<td>1. Include the directive described in Mitigation Measure CULT-1 in contract documents</td>
<td>1. Contra Costa Community College District</td>
<td>1. Contra Costa Community College District</td>
<td>1. Verify that the appropriate language has been incorporated in contract documents</td>
<td>1. Before grading begins</td>
<td>Name: Date:</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2. Evaluate any archaeological resources discovered during project construction as described in CULT-1 and submit report of findings to the District and the NWIC</td>
<td>2. Construction contractor</td>
<td>2. Contra Costa Community College District</td>
<td>2. Visit project site and verify that measures are being implemented and that any reports are submitted to the NWIC</td>
<td>2. During project construction</td>
</tr>
</tbody>
</table>
CULT-1  *Continued*

The Contra Costa Community College District shall verify that the language has been included in the contract documents. If the deposit is not eligible, a determination shall be made as to whether it qualifies as a “unique archaeological resource” under CEQA. If the deposit is neither a historical nor unique archaeological resource, avoidance is not necessary. If the deposit is eligible for the California Register, or is a unique archaeological resource, adverse effects shall be avoided or such effects must be mitigated. Mitigation may consist of, but is not necessarily limited to, systematic recovery and analysis of archaeological deposits; creation of a record for the resource; preparation of a report of findings; and an offer of the recovered archaeological materials to an appropriate curation facility. Public educational outreach may also be appropriate. Upon a completion of the assessment, the archaeologist shall prepare a report documenting the assessment methods and results, and provide recommendations for the treatment of the archaeological materials discovered. The report shall be submitted to the Contra Costa Community College District and the Northwest Information Center.
<table>
<thead>
<tr>
<th>Recommended Mitigation Measures</th>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>CULT-2: The District shall inform its contractor(s) of the sensitivity of the project area for paleontological resources by including the following directive in contract documents: “The subsurface at the construction site may be sensitive for paleontological resources. If paleontological resources are encountered during project construction, all ground-disturbing activities within 25 feet shall be redirected and a qualified paleontologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations for the treatment of the discovery. Project personnel shall not collect or move any paleontological materials. Paleontological resources include fossil plants and animals, and such trace fossil evidence of past life as tracks. Ancient marine sediments may contain invertebrate fossils such as snails, clam and oyster shells, sponges, and protozoa; and vertebrate fossils such as fish, whale, and sea lion bones. Vertebrate land mammals may include bones of mammoth, camel, saber tooth cat, horse, and bison. Paleontological resources also include plant imprints, petrified wood, and animal tracks.”</td>
<td>1. Include the directive described in Mitigation Measure CULT-2 in contract documents 2. Evaluate any paleontological resources discovered during project construction as described in CULT-2 and submit report of findings to the District and a paleontological repository</td>
<td>1. Contra Costa Community College District 2. Construction contractor</td>
<td>1. Contra Costa Community College District 2. Contra Costa Community College District</td>
<td>1. Verify that the appropriate language has been incorporated in contract documents 2. Visit project site and verify that measures are being implemented and that any reports are submitted to a paleontological repository</td>
<td>1. Before grading begins 2. During project construction</td>
<td>Name: Date:</td>
</tr>
<tr>
<td>Recommended Mitigation Measures</td>
<td>Action and Implementation Timing</td>
<td>Party Responsible for Implementing Mitigation</td>
<td>Party Responsible for Monitoring</td>
<td>Action by Monitor</td>
<td>Monitoring Timing</td>
<td>Verification of Compliance Name/Date</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>-------------------------------------</td>
</tr>
<tr>
<td>CULT-2 Continued</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| The Contra Costa Community College District shall verify that the language has been included in the contract documents. Adverse effects to such deposits shall be avoided by project activities. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. Paleontological resources are considered significant if they possess the possibility of providing new information regarding past life forms, paleoecology, stratigraphy, and geological formation processes. If the resources are not significant, avoidance is not necessary. If the resources are significant, project activities shall avoid disturbing the deposits, or the adverse effects of disturbance shall be mitigated. Mitigation may include monitoring, recording the fossil locality, data recovery and analysis, a final report, and accessioning the fossil material and technical report to a paleontological repository. Public educational outreach may also be appropriate. Upon completion of the assessment, a report documenting the assessment methods, findings, and recommendations shall be prepared and submitted to the Contra Costa Community College District, and, if paleontological materials are recovered, a paleontological repository, such as the University of California Museum of Paleontology.
<table>
<thead>
<tr>
<th>Recommended Mitigation Measures</th>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
</table>
| CULT-3: If human remains are encountered, these remains shall be treated in accordance with HSC Section 7050.5. The project applicant shall inform its contractor(s) of the sensitivity of the project area for human remains by including the following directive in contract documents: “If human remains are encountered during project activities, work within 25 feet of the discovery shall be redirected and the County Coroner notified immediately. At the same time, an archaeologist shall be contacted, if an archaeological monitor is not present, to assess the situation and consult with agencies as appropriate. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods, which may include scientific removal and analysis of human remains and items associated with Native American burials.” | 1. Include the directive described in Mitigation Measure CULT-3 in contract documents 2. Stop work within 25 feet of human remains discovered during project construction; prepare and submit report of findings to the District and NWIC | 1. Contra Costa Community College District 2. Construction contractor | 1. Contra Costa Community College District 2. Contra Costa Community College District | 1. Verify that the appropriate language has been incorporated in contract documents 2. Visit project site and verify that measures are being implemented and that any reports are submitted to NWIC | 1. Before grading begins 2. During project construction | Name:  
Date: |
<table>
<thead>
<tr>
<th>Recommended Mitigation Measures</th>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>VI. GEOLOGY AND SOILS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GEO-1: Implement Mitigation Measure HYD-1</td>
<td>See Mitigation Measure HYD-1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>GEO-2: The District shall incorporate all recommendations of a final site-specific design-level geotechnical investigation, prepared by a licensed professional, into all engineering and construction plans submitted for the project, including recommendations for grading, placement of fill materials, pretreatment of soils, and avoidance of settlement and/or differential settlement of infrastructure and buildings caused by expansive soils and protection of iron, steel, metal and concrete from deterioration caused by contact with corrosive soils.</td>
<td>Incorporate recommendations from geotechnical investigations into development plans</td>
<td>Contra Costa Community College District</td>
<td>Contra Costa Community College District</td>
<td>Verify that recommendations from geotechnical investigations are incorporated into all development plans</td>
<td>Prior to construction</td>
<td>Name: Date:</td>
</tr>
<tr>
<td>VII. HAZARDS AND HAZARDOUS MATERIALS</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HAZ-1a: Prior to demolition of structures on the site, a comprehensive lead-based paint survey shall be conducted. If any lead-based paint is identified, it shall be removed from the site in accordance with all applicable regulations, including Occupational Safety and Health Administration (OSHA) guidelines. The District shall verify that the survey has been conducted before beginning demolition of buildings.</td>
<td>Complete a lead-based paint survey as described in Mitigation Measure HAZ-1a</td>
<td>Contra Costa Community College District</td>
<td>Contra Costa Community College District</td>
<td>Verify that the survey has been conducted</td>
<td>Before demolition begins</td>
<td>Name: Date:</td>
</tr>
<tr>
<td>HAZ-1b: Prior to demolition of structures on the site, a complete Asbestos Hazard Emergency Response Act-Level Pre-Demolition Asbestos Survey shall be conducted. If asbestos is identified, a licensed asbestos abatement contractor shall be retained to abate identified asbestos-containing material in accordance with all applicable regulations. The District shall verify that the survey has been conducted before beginning demolition of buildings.</td>
<td>Complete an asbestos survey as described in Mitigation Measure HAZ-1b</td>
<td>Contra Costa Community College District</td>
<td>Contra Costa Community College District</td>
<td>Verify that the survey has been conducted</td>
<td>Before demolition begins</td>
<td>Name: Date:</td>
</tr>
<tr>
<td>VIII. HYDROLOGY AND WATER QUALITY</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
HYD-1: The District shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction and operational periods of the project including all on- and off-site improvements. The SWPPP shall be prepared by the Facilities Division of the Contra Costa Community College District and submitted to the Division of the State Architect prior to issuance of project approvals. The SWPPP must be maintained on-site and made available to Water Board staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related and operational period pollutants.

<table>
<thead>
<tr>
<th>Recommended Mitigation Measures</th>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>HYD-1: The District shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction and operational periods of the project including all on- and off-site improvements. The SWPPP shall be prepared by the Facilities Division of the Contra Costa Community College District and submitted to the Division of the State Architect prior to issuance of project approvals. The SWPPP must be maintained on-site and made available to Water Board staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related and operational period pollutants.</td>
<td>Facilities Division of the District shall prepare and the Division of the State Architect shall approve a SWPPP that includes requirements listed in HYD-1</td>
<td>Contra Costa Community College District</td>
<td>Contra Costa Community College District</td>
<td>Verify that the SWPPP has been prepared</td>
<td>Before construction begins</td>
<td>Name: Date:</td>
</tr>
<tr>
<td>Recommended Mitigation Measures</td>
<td>Action and Implementation Timing</td>
<td>Party Responsible for Implementing Mitigation</td>
<td>Party Responsible for Monitoring</td>
<td>Action by Monitor</td>
<td>Monitoring Timing</td>
<td>Verification of Compliance Name/Date</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------</td>
<td>----------------------------------------------</td>
<td>---------------------------------</td>
<td>------------------</td>
<td>------------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td><strong>HYD-1 Continued</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Period: At a minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with stormwater. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain. An important component of the stormwater quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of stormwater quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP. The SWPPP shall specify a monitoring program to be implemented by the construction site supervisor, which must include both dry and wet weather inspections. In addition, in accordance with State Board Resolution No. 2001-046, monitoring would be required during the construction period for pollutants that may be present in the runoff that are “not visually detectable in runoff.” Water Board personnel, who may make unannounced site inspections, are empowered to levy considerable fines if it is determined that the SWPPP has not been properly implemented.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Mitigation Measures</td>
<td>Action and Implementation Timing</td>
<td>Party Responsible for Implementing Mitigation</td>
<td>Party Responsible for Monitoring</td>
<td>Action by Monitor</td>
<td>Monitoring Timing</td>
<td>Verification of Compliance Name/Date</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>---------------------------------------------</td>
<td>---------------------------------</td>
<td>------------------</td>
<td>-----------------</td>
<td>-----------------------------------</td>
</tr>
<tr>
<td>HYD-1 Continued</td>
<td>BMPs designed to reduce erosion of exposed soil may include, but are not limited to: soil stabilization controls, watering for dust control, perimeter silt fences, placement of fiber rolls, and sediment basins. The potential for erosion is generally increased if grading is performed during the rainy season as disturbed soil can be exposed to rainfall and storm runoff. If grading must be conducted during the rainy season, the primary BMPs selected shall focus on erosion control; that is, keeping sediment on the site. End-of-pipe sediment control measures (e.g., basins and traps) shall be used only as secondary measures. Entry and egress from the construction site shall be carefully controlled to minimize off-site tracking of sediment. Vehicle and equipment wash-down facilities shall be designed to be accessible and functional during both dry and wet conditions.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Operational Period:</strong> (Post-Construction Storm Water Management)</td>
<td>The SWPPP shall include descriptions of the IMPs or BMPs to reduce pollutants in storm water discharges after all construction phases have been completed at the site (Post-Construction BMPs). Post-Construction BMPs include the minimization of land disturbance, the minimization of impervious</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Recommended Mitigation Measures

<table>
<thead>
<tr>
<th>Action and Implementation Timing</th>
<th>Party Responsible for Implementing Mitigation</th>
<th>Party Responsible for Monitoring</th>
<th>Action by Monitor</th>
<th>Monitoring Timing</th>
<th>Verification of Compliance Name/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>HYD-1 Continued surfaces, treatment of storm water runoff using infiltration, detention/retention, bio-filter BMPs, use of efficient irrigation systems, ensuring that interior building drains are not connected to a storm sewer system, and appropriately designed and constructed energy dissipation devices. These must be consistent with all applicable post-construction storm water management requirements, policies, and guidelines. The discharger must consider site-specific and seasonal conditions when designing the control practices. Operation and maintenance of control practices after construction is completed shall be addressed, including short-and long-term funding sources and the responsible party. The SWPPP shall include a discussion of the program to inspect and maintain all BMPs as identified in the site plan or other narrative documents throughout the entire life of the project. A qualified person shall be assigned the responsibility to conduct inspections. Inspections shall be performed before and after storm events and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or design changes as soon as feasible depending upon field conditions. Equipment, materials, and workers must be available for rapid response to failures and emergencies. All corrective maintenance to BMPs shall be performed as soon as possible after the conclusion of each storm depending upon worker safety.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Recommended Mitigation Measures</td>
<td>Action and Implementation Timing</td>
<td>Party Responsible for Implementing Mitigation</td>
<td>Party Responsible for Monitoring</td>
<td>Action by Monitor</td>
<td>Monitoring Timing</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>-----------------------------------------------</td>
<td>----------------------------------</td>
<td>-------------------</td>
<td>------------------</td>
</tr>
<tr>
<td>HYD-1 Continued</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>The SWPPP shall include operational-period BMPs that would result in treatment of an appropriate percentage of the runoff from the project including all on- and off-site improvements. The SWPPP shall include as many LID BMPs as feasible. The Facilities Division of the CCCCD shall prepare and the Division of the State Architect shall approve the SWPPP, including operational period BMPs, prior to approval of the project plans.</td>
<td>See Mitigation Measure HYD-1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HYD-2: Implement Mitigation Measure HYD-1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HYD-3: Implement Mitigation Measure HYD-1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>HYD-4: Implement Mitigation Measure HYD-1.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XI. NOISE</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NOISE-1: The project shall implement the following noise reduction measures: The District shall coordinate with the LMC campus administration and the construction contractor to schedule loud construction activities to less sensitive time periods. All heavy construction equipment used on the project site shall be maintained in good operating condition, with all internal combustion, engine-driven equipment fitted with intake and exhaust mufflers that are in good condition.</td>
<td>Implement the noise-reducing measures described in Mitigation Measure NOISE-1</td>
<td>Construction contractor</td>
<td>Contra Costa Community College District</td>
<td>Visit project site and verify that noise control measures are being implemented</td>
<td>During project construction</td>
</tr>
</tbody>
</table>
PART 2 – PRODUCTS - Not Used.

PART 3 – EXECUTION - Not Used.

END OF SECTION 01415
SECTION 01416
SPECIAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
A. Section 01010 – “Summary of Work”
B. Section 01330 – “Submittal Procedures”
C. Section 01780 – “Project Record Documents”
D. Divisions 2 through 16 Sections for Contract Closeout Procedure requirements for the work in those Sections.

1.3 SUMMARY
A. In Compliance with CEQA requirements, the District conducted an Initial Study to ascertain if the project may have an effect on the environment. The Initial Study identified potential impacts on the environment. However, all potential impacts of the proposed Project can be avoided or reduced to a less-than-significant level by implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures, including but not limited to, the following:
   1. Noise Control
   2. Dust Control
   3. Traffic Control
   4. Spill Prevention, Control and Countermeasures
   5. Tree Protection
   6. Migratory Bird Protection
   7. Cultural Resources Protection

B. In no case shall the restrictions identified in this Section limit the Contractor’s responsibility for compliance with all Federal, state, and local safety ordinances and regulations.

1.4 NOISE CONTROL
A. The intent of this Section is to minimize construction noise within construction areas, lay-down areas, and communities adjacent to the construction site. To this end, the Contractor and all subcontractors, suppliers, and vendors, are required to comply with all applicable noise regulations, specification requirements, and the noise level limits specified herein.
B. The Contractor shall use equipment with efficient noise-suppression devices and employ other noise abatement measures such as enclosures and barriers necessary for the protection of the public, as necessary.

C. The Contractor shall schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the Work and to occupants of buildings in the vicinity of the Work.

D. Noise Control Measures. Contractor shall implement the following noise-control measures to reduce and control noise generated from construction, demolition, and construction related activities:

1. Restrict noise-producing construction activities to between 7:00 a.m. and 7:00 p.m. on weekdays. If construction is scheduled for Saturdays or Sundays to avoid disrupting college operations, restrict noise-producing construction activities to between 9:00 a.m. and 5:00 p.m. Construction on Sundays shall be avoided, if possible, and there will be no construction on public holidays without prior written request submitted to and written approval returned by the District, at its sole discretion. A decision by the District to deny Sunday or holiday work shall not be deemed to cause a delay in the Contract Time. When activities must occur outside the hours specified above, conform with notification requirements of this Section and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.

2. Comply with all City of San Pablo requirements regarding both allowable hours of Work and noise level limitations.

3. All construction equipment shall have appropriate mufflers, intake silencers, and other required noise-control features, shall be properly maintained and in compliance with State standards.

4. Vehicles and other gas or diesel powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.

5. Impact tools shall utilize “quiet technology” to minimize noise.

E. Secure written permission from Project Manager at least three (3) working days prior to using noisy and vibratory equipment, such as jackhammers, concrete saws, impact tools, and high frequency electrical equipment. Cooperate with District if the use of noisy equipment becomes objectionable to college employees and/or students.

F. The work must be conducted so that nearby residents and college operations in surrounding facilities and classrooms will not be disturbed at any time during any Phase of the Work including, but not limited to, the following requirements:

1. Do not use loud vocal or mechanical signals. Use of outside speakers, loud radios and similar devices are prohibited.

2. Work shall be performed in a manner to prevent nuisance conditions such as noise which exhibits a specific audible frequency or tone (e.g., backup alarms, poorly maintained equipment, brake squeal, etc.) or impact noise (e.g., jackhammers, hoe rams). The District will make any final interpretation concerning whether or not nuisance noise conditions exist. Only the District representatives and specifically designated College representatives have the authority to stop the Work until nuisance noise conditions are resolved, without additional Contract Time or compensation for the Contractor.
1.5 **DUST CONTROL**
   A. Contractor shall implement dust control measures to protect air quality during construction to control dust emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10).

1.6 **TRAFFIC CONTROL**
   A. Contractor shall implement traffic control to minimize the effects of construction traffic on the campus and surrounding residential areas, as appropriate.
   
   B. Contractor shall notify the District, Architect, Project Manager, Project Inspector, Campus Police Department, city and county agencies, as applicable, a minimum of five (5) working days in advance of performing work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, driveways and walks. Obtain written permission prior to effecting such closures and interruptions.

1.7 **SPILL PREVENTION, CONTROL AND COUNTERMEASURES**
   A. Contractor shall implement Spill Prevention, Control and Countermeasures to minimize the potential for and effects from spills of hazardous, toxic or petroleum substances during construction and demolition activities.
   
   B. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following:
   
      1. Violates applicable water quality standards.
      2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
      3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.
   
   C. If a spill is reportable, notify the District’s Representative and take action to contact appropriate safety and clean-up crews.
      
      1. A written description of reportable releases must be submitted to the District’s Representative and to the San Francisco Bay Regional Water Quality Control Board (RWQCB). This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
      
      2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor at Contractor’s expense for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
      
      3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.
1.8 **TREE PROTECTION**

A. Definitions:

1. **Dripline:** If applicable, the area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.

2. **Root Protection Zone ("RPZ"):** If applicable, the areas enclosed with tree protection fencing as designated on the drawing(s).

3. **Tree damage:** If applicable, tree damage shall include, but not limited to, the following: Significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage or roots.

B. **Root Protection:** No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk. For items of Work delayed materially beyond Date of Substantial Completion, provide update submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

C. **Exposure to harmful substances:** No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.

D. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor’s operations.

E. Any tree that is removed without District’s permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

1.9 **MIGRATORY BIRD PROTECTION**

A. If applicable, conduct tree removal and building demolition outside of the migratory bird nesting season. The typical nesting season for migratory birds in this part of California is April 15 through July 31.

B. If tree removal or building demolition must take place during the nesting season, these activities shall be preceded by a survey for nesting migratory birds. If bird nests are discovered in the trees or on the buildings, they shall not be removed while the nest(s) are active.

1.10 **CULTURAL RESOURCES PROTECTION**

A. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations or human bones or paleontological resources are discovered inadvertently during
ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District’s Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District’s Representative to evaluate the nature and significance of the find and implement appropriate management procedures.

B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District’s Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.

C. If human remains of Native American origin are discovered during project construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code (PRC) Section 5097. Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby areas reasonably suspected to overlie adjacent human remains:

1. Until the Contra Costa County Coroner has been informed and has determined that no investigation of the cause of death is required;

2. If the remains are of Native American origin;
   a. The descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98 or
   b. The NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01416
SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
A. Section 01010 – “Summary of Work”
B. Section 01140 – “Work Restrictions”
C. Section 01311 – “Project Management and Coordination”
D. Section 01412 – “Hazardous Material”
E. Section 01416 – “Special Procedures”
F. Section 01505 – “Construction Waste Management”
G. Section 01572 – “Storm Water Pollution Prevention Plan”
H. Section 01710 – “Cleaning Requirements”
I. Section 01770 – “Contract Closeout Procedures”
J. Divisions 2 through 33 Sections for specific requirements for Temporary Facilities and Controls for the Work in those Sections.

1.3 TEMPORARY FACILITIES AND CONTROLS PLANS
A. Prior to the start of Work at the Site, Contractor shall provide full size drawings of site plan drawings illustrating the following:
   1. Locations and dimensions of temporary facilities including, but not limited to, all site trailers. Include floor plan layouts and pertinent details.
   2. Equipment and material storage areas.
   3. Pedestrian access paths and crossings,
   4. Location of way finding and other signage,
   5. Contractor haul routes and avenues of ingress/egress to and within the Campus.
   6. All fenced area and details of the fence installation.
   7. Identify any areas which may have to be paved or graveled to control dust or prevent tracking of mud.
   8. Other items including locations of safety and construction fences and/or barriers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.
B. Contractor shall submit to District (7) sets of Temporary Facilities and Control Plans for review by District and Architect.
C. Contractor shall not perform any work at the Site until said site plan submitted by the Contractor has been accepted in writing by the District.

1.4 REQUIRED TEMPORARY FACILITIES AND CONTROLS

A. Contractor shall provide and maintain all temporary facilities, utilities, and controls as required to perform the Work and as required herein. Materials, installation, and maintenance of temporary utilities and facilities shall be in compliance with all applicable local and State regulatory requirements. Remove temporary utilities and facilities, including associated materials and equipment, when no longer required. Restore and recondition existing facilities used during construction and areas of the Site, roads, driveways, parking lots, landscaping, and any other existing improvements either damaged or disturbed by the installation of temporary facilities or utilities to their original condition. Remove and properly dispose of debris resulting from removal and reconditioning operations.

B. Contractor shall furnish and install requirements for temporary utilities, facilities, security, and protection which include but are not limited to the following:

1. Temporary Electric Power and Lighting
   a. The installation and removal of all temporary distributions of power throughout the Site shall be the sole responsibility of the Contractor without adjustment to the Contract Price or the Contract Time. The Contract Price shall not be adjusted on account of any disruption, reduction or elimination of electrical power service to the Site. Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes located as required to complete the Work.
   b. Contractor shall provide and maintain electrical power at the Site for construction purposes, for temporary facilities and trailers, and for any other site offices or trailers required by the Contract Documents. Contractor shall provide all necessary wiring and appurtenances.
   c. Contractor shall provide and maintain distribution of temporary electrical power and lighting to the Work and for use by the District project manager and project inspector.
   d. Contractor shall provide temporary power main service disconnect and over current protection at convenient locations and as required by governing codes.
   e. The Contractor shall be responsible for providing temporary facilities as required to deliver power service from the point of connection to the point(s) of intended use.
   f. The Contractor shall provide, install, and maintain temporary electrical lighting wherever necessary to provide illumination for the proper performance and/or observation of the Work. Where required, a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work shall be provided.

2. Temporary Communications/Telephone
   a. Contractor shall provide, maintain, and pay for all required communications and data services (including without limitation telephone, e-mail and internet) to all Project field offices to include a multi-function printer, copier, scanner, fax unit commencing at the
time of Project mobilization, including all installation, connection, and monthly charges. The installation and removal of all temporary telephone and data distribution shall be the sole responsibility of the Contractor without adjustment of the Contract Price or the Contract Time.

b. Contractor shall provide, maintain, pay for telephone and data/internet service to field offices at time of project mobilization and for the duration of the project. Contractor to pay costs for telephone installation, telephones, internet access, maintenance services and removal.

c. Coin operated phones are not acceptable.

d. Contractor to provide a list of important telephone numbers at each telephone on the site offices including, but not limited to the following:

i) Police and Fire Departments

ii) Campus Police

iii) Ambulance Service

iv) Contractor’s home office

v) All Principal Subcontractors’ field and home offices

vi) Architect’s office

vii) Engineer’s office

viii) District office

ix) Project Manager

x) Project Inspector

xi) Campus Building & Grounds Department

xii) Testing Laboratory

e. Provide Contractor superintendent with cellular telephone for use when away from field office.

3. Temporary Water

a. The Contractor shall be responsible for providing all temporary facilities required to deliver water.

b. Water shall be provided for dust control, street cleaning, cleaning tools, or vehicle washing. Water used for such purposes shall be provided by the Contractor at its expense.

c. Contractor shall provide and maintain necessary temporary water supply connections, pipes, hoses, nozzles, and fittings required. Before final acceptance, all temporary water supply components installed by Contractor shall be removed in a manner approved by District’s Representative.

d. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants, and in no case shall pipe wrenches be used
for this purpose. Obtain approval of governing agency prior to opening any fire hydrant.

e. Contractor shall provide and use backflow preventers on water lines at point of connection to any District water supply. Backflow preventers shall comply with requirements of California Uniform Plumbing Code. The installation and removal of all temporary backflow preventers on the Site shall be the sole responsibility of the Contractor without any adjustment to either the Contract Price or the Contract Time. Before final acceptance, all temporary connections and piping installed by Contractor shall be removed in a manner approved by District’s Representative.

f. Contractor shall provide and make potable water available for human consumption. Contractor shall provide and maintain suitable quality water service required for construction operations.

4. Temporary Fences

a. Temporary Fencing: Contractor shall provide temporary fencing around specified construction areas for safety and protection. Provide chain link fencing not less than six (6) feet in height, complete with metal posts and required bracing, anchorage, visual screening (green fabric), and with truck and pedestrian gates. Contractor will place sufficiently weighted sandbags on the tops of each temporary fence base to help protect fence from toppling over due to heavy winds. All vehicle and Pedestrian gates and openings shall have gates secured after hours of operation.

b. Contractor shall provide padlocks used for securing all gates. Padlocks shall be designed to prohibit cutting of shackle. Contractor shall coordinate keying strategy with District.

c. Contractor shall be responsible for locking gates and shall be secured with minimum 3/8 inch thick, 30 grade coil chain, minimum 5/16 inch cable. Gates shall be kept closed and locked at all times when not in use.

d. All existing fences affected by the Work shall be maintained by Contractor until Final Completion of Project. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the timing of fence relocation or dismantling has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Site Enclosure Fence: Contractor shall furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gate.

e. Contractor will be responsible for maintaining security by limiting number of keys and restricting distribution to authorized personnel.

f. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violation of security.

g. Contractor shall provide secure lockup for stored materials and equipment which are of value or attractive for theft.
h. Contractor shall be responsible for project security for materials, tools, equipment, supplies and completed and partially completed Work.

i. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition, and to their original locations.

5. **Temporary Protection of Public and Private Property**
   a. Contractor shall protect, shore, brace, support and maintain all existing underground utilities including but not limited to the following: all pipes, conduits, drains and other underground construction uncovered or otherwise affected by construction operations.
   b. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surfaces structures affected by construction operations, together with all sod and shrubs in yards, planting areas, and medians, shall be restored to their original condition, wherever affected by construction operations. All replacements shall be made with new materials.
   c. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall be solely responsible without adjustment of the Contract Price or the Contract Time to make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.
   d. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

6. **Temporary Sanitary Facilities**
   a. Contractor shall provide and maintain temporary sanitary toilets for use of all workers throughout the course of the Work. At a minimum, sanitary facilities shall be located at the trailer site, Contractor staging area(s) and adjacent to Work areas.
   b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the Project, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least (1) toilet will be furnished for each (15) persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.
   c. Contractor shall comply with all minimum requirements of the Contra Costa Health Department or other public agency having jurisdiction.
   d. Maintain temporary facilities in a sanitary condition at all times during the Project.
   e. Contractor will keep sanitary facilities free from graffiti.
   f. Use of toilet facilities installed as part of the Work shall not be permitted.
   g. All Portable toilets shall be located within fenced areas of the Site.
   h. Contractor shall be responsible for providing access to the temporary toilet facilities.
7. Temporary Barriers and Enclosures
   a. Contractor shall provide barriers to prevent unauthorized entry to construction areas to allow for District’s use of the Site, and to protect existing facilities and adjacent improvements from damage during construction operations.
   b. Contractor shall provide barricades as required by the Contract Documents, governing agencies, and/or field conditions in order to protect public access pathways to existing buildings scheduled to remain open during any part of the Work
   c. Contractor shall protect vehicular traffic, stored materials, Site, and existing structures from damage.
   d. Contractor shall provide and maintain temporary enclosures to prevent public entry to any construction area, and to protect all persons using other existing buildings and portions of the Site and/or premises Contractor shall maintain safe access to all existing facilities to remain in operation during any part of the Work

8. Temporary Water Control
   a. Contractor shall comply with Section 01572 (Storm Water Pollution Prevention Plan.)

9. Temporary Pollution Control
   a. Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris and other substances resulting from construction activities. See Section 01572 and the other Contract Documents for additional information and requirements.
   b. No sanitary wastes shall be permitted to enter any drain or watercourses other than sanitary sewers. No sediment, debris or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may be not increased by the Project during or following construction.
   c. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.
   d. Contractor shall comply with the District Storm Water Pollution Prevention Plan for this Project.

10. Construction Aids
    a. Contractor shall furnish, install, maintain and operate all construction aids as required for the performance of the Work. Such construction aids include, but are not limited to, elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding, and temporary stairs.

11. Erosion Control
a. Contractor shall comply with the Storm Water Pollution Prevention Plan for all Work on this Project including Work under this Specification Section. See Section 01572 and the other Contract Documents for additional information.
b. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation or other operations that will disturb the natural protection.
c. Work shall be scheduled to expose areas subject to erosion for the shortest possible time and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage, temporary construction buildings and temporary Field office buildings shall be located and construction traffic routed to minimize erosion. Contractor shall provide temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

12. Vehicular and Pedestrian Traffic Controls
   a. Contractors shall coordinate with District’s Representative concerning vehicular traffic associated with the construction in order to minimize disruption to businesses and local residents. Delivery trucks and large equipment shall enter the Contractors access gate and shall use the route mutually agreed upon between District and Contractor at the beginning of each Phase of work. Contractor shall provide signage directing construction and delivery traffic to this gate. Contractor shall provide information regarding sign types, size, material, text and locations to be reviewed and approved by the District Representative prior to installation.
   b. Contractor shall keep all required Fire District and emergency vehicle access paths free from obstruction at all times between the Notice to Proceed and the Substantial Completion dates.
   c. Contractor shall not allow any construction personnel parking or other related equipment parking on City streets. City streets shall not be used for material storage or laydown areas.

13. Trees and Plant Protection
   a. Contractor shall preserve and protect existing trees and plants on the Site that are not designated or required to be removed and those adjacent to the Site. See Specification Section 01416, Tree Protection Plan and other Contract Documents for additional information and requirements.
   b. Contractor shall provide barriers to a minimum height of 4’-0” around drip line of each tree and plant and around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.
   c. Contractor shall not park cars, trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint, paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in any
landscaped areas, storm drain systems or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at the Contractor’s expense, either by replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

d. Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents and other materials which could be harmful to trees and plants and replace with good soil at Contractor’s expense.

e. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.

f. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent root cutter, prior to any trenching.

g. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered, immediately adjacent to location of new construction roots shall be cut approximately 6 inches back from new construction.

h. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

i. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

j. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

k. See also Section 01416 Special Procedures, Tree Protection Plan.

14. Dust Control

a. Contractor shall conduct all demolition and construction operations to minimize the generation of dust and dirt and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities and neighboring communities. See Specification Section 01416, Dust Control Plan and other Contract Documents for additional information and requirements.

b. Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
c. Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins and as otherwise required by local and state ordinance.

d. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas and plantings from washing into sewer and storm drain lines.

e. Contractor shall provide power cleaning equipment including, but not limited to, street sweeper for cleaning up dust, debris and dirt from accumulating on public walks, roadways, parking areas and streets.

f. See also Section 01416 Special Procedures, Dust Control Plan.

15. **Temporary Signage**
   
a. See Section 01140, Work Restrictions, Drawing and other Contract Documents for additional information and requirements for temporary signage.

b. Project Identification and Temporary Signs: Contractor shall provide Project identification and other signs. Engage an experienced sign company to produce project signs. Install signs where indicated in Contract Documents. Unauthorized signs are not permitted.

c. Contractor shall provide minimum dimension 8’ – 0” wide by 4’- 0” high sign containing, Contra Costa Community College District, Project Name, Architect’s firm name, Construction Manager’s firm name, LEED logo and other related information as directed by District. Install in two (2) visible locations as approved by District.

d. Sign must be reviewed and approved by the District prior to installation.

e. Contractor shall provide temporary directional signs for construction personnel and visitors.

f. Contractor shall maintain and touch-up signs so they are legible at all times.

16. **Temporary Heat and Ventilation**
   
a. Provide temporary heat as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum environmental conditions for the Work and to protect materials and finishes from damage due to improper temperature and humidity conditions.

b. Portable heaters shall be standard units complete with controls, appropriate safety features, and bear testing lab approval markings.

c. Provide adequate forced ventilation of enclosed areas as required for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors and gases.

d. HVAC Equipment: Unless District authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
   
i) Use of gasoline-burning space heater, open-flame heater or salamander-type heating units is prohibited.
ii) Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.

PART 2 – PRODUCTS

2.1 TEMPORARY FACILITIES/TEMPORARY FIELD OFFICE

2.2 EQUIPMENT

A. Fire Extinguishers: Contractor shall provide Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures according to NFPA 10.

B. First Aid Supplies: In compliance with governing regulations.

2.3 MATERIALS

Not used

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of Work. Relocate and modify facilities as required by progress of the Work during entire project including all phases of project.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Contractor shall verify and coordinate all relocation of facilities with the District Representative.

3.2 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion and acceptance by the District.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use a permanent facility or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
17. Materials and facilities that constitute temporary facilities are property of Contractor. District reserves the right to take possession of Project Identification signs at no cost to the District.

18. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at temporary entrances, as required by authorities having jurisdiction.

19. Clean and renovate permanent facilities used during construction period prior to Final Completion. Comply with final cleaning requirements specified in Section 01770, Contract Closeout Procedures.

END OF SECTION 01500
PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY
A. The District has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors shall be employed.
B. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized.

1.3 WASTE MANAGEMENT GOALS FOR THE PROJECT
A. The District has established that this Project shall minimize the creation of construction and demolition waste, and shall divert a minimum of 75% of Project generated waste from landfills. Factors that contribute to waste such as over packaging, improper storage, ordering error, poor planning, breakage, mishandling, and contamination, shall be minimized. Of the inevitable waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged, or recycled. Waste disposal in landfills shall be minimized. Both recycled and waste need to be logged and documented by volume and weight.
B. Diversion Goals: A minimum 75% of total Project waste shall be diverted from landfill. The following waste categories, at a minimum, shall be diverted from landfill. These materials include, but not limited to:
   1. Landscape and land clearing debris (green wood materials)
   2. Asphalt pavement
   3. Gravel and aggregate products
   4. Concrete
   5. Masonry scrap and rubble (brick, concrete, masonry, stone)
   6. Metals (ferrous and nonferrous)
   7. Clean wood (dimensional lumber, sheet goods, millwork, scrap, pallets)
   8. Plastics (films, containers, PVC products, polyethylene products)
   9. Asphalt/Bituminous roofing
   10. Insulation Materials
   11. Glass (un-tempered)
   12. Door and window assemblies
   13. Carpet and carpet pad
   14. Fibrous acoustic materials
   15. Ceiling Tiles
   16. Plumbing fixtures and equipment
   17. Mechanical equipment
18. Lighting fixtures and electrical components
19. Cardboard packing and packaging
20. Furniture
21. Sheet Rock
22. Electronic Waste
23. Universal Waste
24. Paper

1.4 REFERENCES AND RESOURCES

A. This information is provided for Contractor’s convenience only, and the District does not warrant its accuracy. County specific information is available on the Contra Costa County Waste Reduction and Recycling web page at http://www.co.contra-cost.ca.us/depart/cd/recycle/index.html. Additional information may also be found at the County conservation web page at http://www.cccounty.us/index.aspx?NID=285. Refer to the Contra Costa County Builder’s Guide to Reuse & Recycling and the Contra Costa County Recycling Guide.

B. The following sources provided for references:
   1. BuildingGreen.com
   2. California Integrated Waste Management Board
   3. EPA Office of Solid Waste and Energy Response

1.5 QUALITY ASSURANCE:

A. Regulatory Requirements. Comply with applicable requirements of the State of California, local ordinances and regulations concerning management of construction, clearing, and inert materials.

B. Disposal Site, Recyclers and Waste Materials Processors. Use only facilities properly permitted by the State of California, and/or by local authorities where applicable.

1.6 WASTE DIVERSION DOCUMENTATION

A. Provide the District with delivery receipts for the recovered materials and waste materials sent to the permitted recycling facilities, processing facilities, or landfill with the following information on a form to be approved by the District:
   1. Name of firm accepting the recovered materials or waste materials
   2. Specify type of facility (e.g. retail facility, recycler, processor, Class III landfill, MRF)
   3. Location of the facility
   4. Type of materials
   5. Net weights (or volume) of each type of material
   6. Date of delivery

B. Application for Progress Payments: Contractor shall submit with each Application for Progress Payment a Summary of the project waste generated. Failure to submit this information shall render the Application for Payment incomplete and shall delay Progress Payment. The District
and its representatives shall not be responsible for delaying Progress Payments. With each Application for Payment, submit required Progress Documentation, including:

1. manifest,
2. weight tickets,
3. receipts,
4. and invoices specifically identifying the project and waste material.

PART 2 - PRODUCTS - Not Used

PART 3 - EXECUTION

3.1 STORAGE AND HANDLING

A. Site Storage

1. Remove materials for recycling and recovery from the work locations to approved containers or storage area as required. Failure to remove waste or recovered materials will be considered cause for withholding payment and termination of Contract.
2. Position containers for recyclable and recoverable waste materials at a designated location on the Project Site. If materials are sorted on site, also provide a sorting area and necessary storage containers.
3. Change-out loaded containers for empty containers, as demand requires.
4. If recovered materials are stored on-site for project duration provide adequate security from pilferage.

B. Handling

1. Deposit indicated recyclable, and recoverable materials in storage areas or containers in a clean (no mud, adhesive, solvents, petroleum contamination), debris-free condition. Do not deposit contaminated materials into the containers until such time as such materials have been cleaned.
2. Insure all recovered materials are made safe for handling and storage.
3. If the contamination chemically combines with the material so that it cannot be cleaned, do not deposit into the recycle containers. In such case, request resolution by the District for disposal of the contaminated material. Directions from the District do not relieve the Contractor of responsibility for compliance with all legal and regulatory requirements for disposal, nor shall such directions cause a request for modification of the Contract.

3.2 PROJECT CONDITIONS

A. Site Condition:

1. Signs and instructions should be clear, and easy to understand. All recycling containers should be clearly labeled and lists of acceptable and unacceptable materials will be posted throughout the site. Whenever possible, they should be in multiple-languages, especially in Spanish, and in graphic symbols.
2. The Contractor shall ensure the safety of all personnel involved in the waste management process.
3. A site management plan shall be created by the Contractor including: work areas, materials processing areas, materials storage and disposal areas, worker hand-washing and changing stations, first aid and medical information.

END OF SECTION 01505
SECTION 01572

STORM WATER POLLUTION PREVENTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01010 – “Summary of Work”
B. Section 01050 – “Field Engineering”
C. Section 01330 – “Submittal Procedures”
D. Section 01410 – “Regulatory Requirements”
E. Divisions 2 through 33 Sections for Storm Water Prevention Plan requirements for the work in those sections.

1.3 BACKGROUND

A. Storm drains discharge directly to creeks and the Bay without treatment. Discharge of pollutants (any substance, material, or waste other than uncontaminated storm water) from this project into the storm drain system is strictly prohibited by the State Water Resources Control Board (SWRCB) Order 2009-0009 DWQ (Order) and California Regional Water Quality Control Board (RWQCB) Water Quality Control Plan San Francisco Bay Basin Plan (Basin Plan).

B. This specification is applicable to this Project since it will disturb (e.g., digging, trenching, grading, clearing, filling) one or more acres of land surface. Contractor shall calculate and confirm the disturbed soil acreage and submit calculations to the District.

C. This specification also covers Linear Underground/Overhead Projects as regulated by the Order.

D. Area of land surface disturbance includes but is not limited to:
   1. Clearing of the land both for access (i.e. access roads) to the site as well as preparing the site...
1.4 SUMMARY OF WORK

A. Provide storm water pollution prevention plan as specified and as required by appropriate regulatory authorities, complete.

B. Work In this section includes all labor, equipment, and materials necessary for the preparation, implementation, maintenance, and monitoring of the Storm Water Pollution Prevention Plan (SWPPP). Principal items of work included herein include, but are not limited to:
   1. Plan administration, maintenance, update, and termination.
   2. Placement of erosion/pollution control devices (where applicable).
   3. Maintenance and monitoring of control devices.
   4. Miscellaneous related work necessary for plan compliance.
   5. Reports and certificates.

C. Work under all other sections of this specification shall comply with the requirements of this section. All trades working on the Project need to be aware of and in compliance with the SWPPP.

D. All materials that can potentially enter and/or pollute storm water discharges and the generation of non-storm water discharges shall be in compliance with the SWPPP. Representative materials and procedures include erosion control of construction vehicles and equipment, and general construction debris potentially entering the storm drain system’s natural flow course.

1.5 REQUIREMENTS

A. The State Water Resources Control Board uses the Storm Water Multiple Application and Report Tracking System (SMARTS) SMARTS web based application for storm water permit processing and tracking. The Contractor shall input data and upload documents required for storm water permit compliance. The program is also responsible for processing, reviewing,
updating, terminating Notices of Intent (NOIs), annual reports, and maintaining the billing status of each discharger. SMARTS has been developed to provide an online tool to assist dischargers in submitting their NOIs, NECs, NOTs, and Annual Reports, as well as, viewing/printing Receipt Letters, monitoring the status of submitted documents, and viewing their application/renewal fee statements. The system will also allow the Regional Board and State Board staff to process and track the discharger submitted document is a user account and password protected system where a valid user account and password is needed to access the system. Prepare Permit Registration Documents according to the requirements found in this section. Electronically submit these documents to the District at least 15 working days prior to the land surface disturbance at the Site. Once the documents.

SMARTS is a user account and password protected system where a valid user account and password is needed to access the system. Prepare Permit Registration Documents according to the requirements found in this section. Electronically submit these documents to the District at least 15 working days prior to the land surface disturbance at the Site. Once the documents are approved, the Contractor shall upload the required data and documents to the SMARTS web site.

B. Provide a Qualified Storm-Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP) for SWPPP development and implementation as defined in the Order (“Qualified” means the developer and/or practitioner possesses the necessary professional license, i.e. Professional Engineer, Geologist, etc. and has passed any exam(s) required to obtain the QSD/QSP certification. Refer to the specific requirements as shown within the SWRCB General Construction Permit and regulations). The QSD or QSP shall input and maintain data and documents in the SMARTS web site to ensure compliance with the state storm permit at all times.

C. Provide all material, labor, equipment, for installation, implementation, and maintenance of all surface-water pollution prevention measures. This work includes the following:

1. Furnishing, placing, and installing effective measures for preventing erosion and runoff of soil, silts, gravel, hazardous chemicals or other prohibited materials defined by the SWRCB and RWQCB.
2. Managing on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off-site into the storm drain system.
3. Complying with applicable standards and regulations for water pollution and erosion control.
4. Include post-construction storm water pollution prevention structures in the storm water pollution prevention plan. Contractor shall use construction drawings as the reference for post-construction BMPs.

D. Contractor will not be required to maintain post-construction pollution prevention structures. However, Contractor is required to provide operations and maintenance documents to the District at the end of construction.
E. In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks and lakes.

F. Sanitary sewer discharge regulations are intended to provide protection of the sanitary sewer system and appropriate municipal utility water pollution control plant. In this specification, "sanitary sewer" shall include any sanitary sewer manhole, clean-out, side sewer or other connection to the area wastewater treatment plant.

G. Contractor shall have storm drain pollution prevention measures in place and follow this specification anytime rain is predicted in the San Francisco Bay Area by the National Oceanic and Atmospheric Administration (NOAA) prediction for rain at or above 50%. It is the responsibility of the Contractor to be prepared for a rain event at all times required by the Order, to be aware of weather predictions, and to perform actions triggered by prediction of such rain events. The District is not responsible for informing the Contractor of rain predictions. In the event the Project is determined to be a Risk Level two or higher project by the Contractor’s QSD/QSP, the Contractor must create a Rain Even Action Plan (REAP) anytime rain is predicted (50% or greater chance as mentioned above) within 48 hours. The QSP must implement the REAP and have it on-site no later than 24 hours prior to the rain event.

H. Construction site sanitary sewer blockage will likely result in a back-up and overflow to the storm drain system. The Contractor shall immediately notify the District and the Project Inspector of record if there is a clogged sanitary sewer, and implement a plan to re-direct sewage if an overflow of the sanitary sewer will result in sewage discharge to the storm drain.

I. Contractor shall not allow any non-storm water to enter the storm drain system. Non-storm water includes domestic supply water used to wash streets, painting and drywall equipment, tools, equipment, or vehicles. Except for certain fire-line flushing and testing procedures, contact the District for discharge approval.

1.6 REGULATIONS AND STANDARDS

A. Contractor shall comply with the following applicable regulations:
   2. “San Francisco Bay Basin (Region 2) Water Quality Control Plan” (Basin Plan), California Regional Water Quality Control Board,
   3. California State Water Resources Control Board NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCE ACTIVITIES, Order 2009-0009 DWQ (Order) and all Amendments.

B. Contractor shall comply with industry-standard guidelines on storm drain pollution prevention, such as:
   1. “Erosion and Sediment Control Field Manual” California Regional Water Quality Control Board (RWQCB)—San Francisco Bay Region.

1.7 SUBMITTALS/DELIVERABLES
A. Prepare Permit Registration Documents (PRD) according to the requirements found in Attachment B of the Order. Submit these documents to the District electronically at least 20 working days prior to the soil disturbance at the Site. Some or all of the following documents may be required, depending on the site Risk calculation, monitoring requirements, construction phase storm water treatment systems, and post-construction storm water treatment structures:
   1. Storm Water Pollution Prevention Plan created by the Contractor’s QSD
   2. Site Map
   3. Post-construction water balance form
   4. Risk Calculation
   5. Active Treatment Systems plans (based on Risk Level determined in PRD)
   6. Others as may be required by the State Water Resources Control Board Order 2009 0009 DWQ.
   7. Erosion control and water pollution control drawings based on actual construction phasing and staging locations. Contractor shall use construction drawings and requirements from the construction general permit as the reference for these drawings.

B. The Notice of Intent (NOI) will be completed by the District following electronic upload of the approved documents to the SMARTS web site by the Contractor.

C. Monitoring Reports. Monitoring sampling results reports are mandated according to the Risk Level and specific characteristics of the Site as prescribed in the Order. Contractor shall determine the required monitoring reports according to the Order and submit a list of such documents to the District and the SMARTS database. When the Project is underway, the Contractor shall produce the mandated reports electronically and submit them to the District and SMARTS electronically within 2 days of the conclusion of the rain event, and within 1 day of Numeric Action Level exceedance.

D. Annual Reports. Contractor shall determine the required information according to the Order and electronically submit the Annual Report electronically to the District and the SWRCB via SMARTS database.

E. Notice of Termination. Contractor shall determine the required information according to the Order and electronically submit Notice of Termination documents to the District and the SWRCB via the SMARTS database.

F. Complete and provide the Post-Construction Water Balance Performance Standard Spreadsheet as found in Appendix 2/2.1 of the Order.
1.8 ENVIRONMENTAL ENFORCEMENT

A. State, regional, and local agencies have authority to enforce, through codified regulations, any portions of this Section that if not implemented may violate applicable regulations. Agency enforcement may include but is not limited to: citations, orders to abate, bills for cleanup costs and administration, civil suits, and/or criminal charges. Contract compliance action by the District shall not be constructed to void or suspend any enforcement actions by these or other regulatory agencies.

PART 2 - MATERIALS

2.1 GENERAL

A. Provide materials as required for execution of the Work required by the approved Stormwater Pollution Prevention Plan, prepared by the Contractor’s QSD

PART 3 - EXECUTION

3.1 GENERAL

A. Report any hazardous or unknown material spills immediately to a District Representative. If a spill occurs after hours or on a weekend, contact the campus Police Department. The Contractor is responsible for ensuring that its employees and subcontractors (if any) working on site are aware of the location of the campus phone nearest the Site. The Contractor is also responsible for creating the necessary spill reports outlined in the construction general permit and must upload them to SMARTS.

B. Adhere to the requirements of the Order.

3.2 SPILL PREVENTION AND CONTROL

A. The Contractor shall keep spill cleanup materials, such as rags or absorbents, readily accessible on-site.

B. The Contractor shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the Contractor shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits to transportation specified in State and Federal regulations.

C. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.
D. The Contractor shall report any hazardous materials spill to Emergency 911.

3.3 DE-WATERING AND SEDIMENT MANAGEMENT AND NONHAZARDOUS MATERIAL/WASTE MANAGEMENT

A. If storm water or groundwater in site excavations or drilled holes, (e.g., trenches, pits, pier holes, footings), needs to be removed, it shall be made clean by filtering, settling, or other method capable of removing solids and suspended particles from this water prior to discharge to the storm drain system. The Contractor shall ensure that this discharge complies with all applicable provisions of the Basin Plan.

B. If excavation water is domestic supply water, or the water is contaminated with a hazardous substance, then the Contractor shall dispose of according to guidance from the District. For disposal authorization, the Contractor shall contact the District to determine the discharge requirement.

C. If the Contractor suspects the presence of contaminated groundwater, or domestic supply water, the Contractor shall immediately notify the District. The Contractor shall not attempt to pump out or treat any material suspected of containing a hazardous material or petroleum product.

D. Designated Area:
   1. The Contractor shall propose designated areas of the Site, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.

E. Granular Material:
   1. The Contractor shall store granular material at least ten feet away from catch basin and curb returns.
   2. The Contractor shall not allow granular material to enter the storm drains or creeks.
   3. When rain is forecast within 24 hours or during wet weather, the Engineer shall require the Contractor to cover granular material with a tarpaulin and to surround the material with sand bags.

F. Dust Control: The Contractor shall use reclaimed water if available to control dust on a daily basis or as directed by the QSP. If reclaimed water is not available, Contractor to use domestic water.

3.4 HAZARDOUS MATERIAL/WASTE MANAGEMENT

A. Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, State and Federal regulations.
B. Store hazardous materials and wastes in secondary containment and cover them during wet weather.

C. Follow manufacturer’s application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.

D. Arrange for appropriate disposal of all hazardous waste.

E. See Specification Section 01412, Hazardous Materials for more information and requirements.

3.5 SANITARY SEWER DISCHARGE POINT IDENTIFICATION

A. If the Contractor will be disposing of water from a settling operation, or any other water approved by the District for sanitary sewer disposal, the Contractor will verify with the Buildings and Grounds Department that the manhole used for disposal is a sanitary sewer and not a storm drain. (Note: do not assume that a manhole is a sanitary sewer, even if the words “sanitary sewer” is embossed on it. Sometimes utility maps and manhole cover designations are incorrect.)

3.6 WATER MAIN AND SANITARY SEWER LINE BREAK CONTINGENCY PLAN

A. If working on or near a water main line or sanitary sewer line, the Contractor shall have a written emergency response plan that states procedures for responding to a break and release of supply water to the storm drain system. This plan shall be made part of the SWPPP. The Contractor shall meet the following requirements:

1. Water Main Work
   a. Determine the direction of water flow if the main were to break.
   b. Build a containment berm between the work area and the storm drain inlet(s) that the water would flow into. Make the containment structure large enough to hold the water so that it can be pumped to a sanitary sewer.
   c. Build this containment structure before digging.
   d. If there is a water main break, pump the water that collects in the containment structure to a sanitary sewer.
   e. If the containment fails, prevent chlorinated water from entering the storm drain system.
   f. Put in place, before digging, sediment control structures upstream of drain inlets and at drain inlets.
   g. If a break occurs, contact the District and Project Inspector of record immediately. Include in the plan the phone numbers of the District and Project Inspector contact information.

2. Sanitary Sewer Line Work.
   a. Determine where the sewage will flow if the work could cause a blockage.
   b. Build a containment structure between the work area and the storm drain inlet(s) that the sewage water would flow into. Make the containment structure large enough to hold the sewage flow so that it can be pumped to a sanitary sewer.
   c. Build the containment before working on the sewer line. Put in place, before
digging, solids (toilet paper, etc.) control structures upstream of drain inlets and at drain inlets.
d. If a sewage blockage occurs, pump it to a sanitary sewer, and do not allow it to flow into the storm drain system.
e. If the containment fails, prevent chlorinated water from entering the storm drain system by placing dechlorination sodium sulfite tablets in the sewage according to Attachment 2 of this Section).
f. If a sewage blockage or spill occurs contact the District and Project Inspector of record immediately.
3. Excavation Work. This Paragraph applies to Contractors that excavate in the vicinity of sanitary sewer lines and cause or discover a sewage spill, leak or blockage.
a. Immediately notify the District. The District will immediately notify Project Inspector. Include in the plan the phone numbers of the District and Project Inspector contact information.

3.7 PAVING OPERATIONS

A. Project Site Management:
  1. When rain is forecast within 24 hours or during wet weather, the District or the QSP may prevent the Contractor from paving.
  2. The QSP may direct the Contractor to protect drainage courses by using control measures, such as earth dike, straw bale, straw wattles, and sand bag, to divert runoff or trap and filter sediment.
  3. The Contractor shall place drip pans or absorbent material under paving equipment when not in use.
  4. The Contractor shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
  5. If the paving operation includes an on-site mixing plant, the Contractor shall comply with the County’s General Industrial Activities Storm Water Permit requirements.
B. Paving Waste Management: The Contractor shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, the Contractor shall, either collect the sand and return it to the stockpile, or dispose of it in a trash container. The Contractor shall not use water to wash down fresh asphalt concrete pavement.

3.8 SAW CUTTING

A. During saw cutting, the Contractor shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening is covered.
B. The Contractor shall vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.
C. If saw cut slurry enters catch basins, the Contractor shall remove the slurry from the storm drain system immediately.

3.9 CONTAMINATED SOIL MANAGEMENT

A. The Contractor shall look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the Project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the District.

B. If the Project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested by the District’s testing agency. The soil shall be managed as required by designated agency.

3.10 CONCRETE, GROUT, AND MORTAR WASTE MANAGEMENT

A. Material Management: The Contractor shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.

B. Concrete Truck/Equipment Wash Out:
   1. The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
   2. The Contractor shall perform washout of concrete trucks or equipment off-site.

3.11 PERSONNEL TRAINING

A. The Contractor shall train its employees working on the Site on the requirements contained in this Section. The Contractor shall document this training in writing. District representatives for the Site will request to see the training materials and records at the onset of work.

B. The Contractor shall inform all subcontractors (if any) of the water pollution prevention requirements contained in this specification and include appropriate subcontract provisions to ensure that these requirements are met.

3.12 LIST OF CONTRACTORS DESIGNATED SWPPP CONTACTS AND PHONE NUMBERS

A. Provide a list of employees that will be responsible for preparing, implementing and updating the SWPPP, including, but not limited to, the name of the Contractor’s QSD and the Contractor’s QSP

END OF SECTION 01572
SECTION 01610
BASIC PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS
A. Section 01010 – “Summary of Work”
B. Section 01400 – “Quality Control Requirements”
C. Divisions 2 through 33 Sections for Basic Product Requirements for the Work in those Sections.

1.3 SUMMARY
A. This Section describes the basic requirements for the selection, handling, and storage of products to be used in the Project.

1.4 PRODUCTS
A. All products are to be new and not previously incorporated into or used in any other project or facility. Products salvaged or recycled from other projects are not considered new products and are not permitted.
B. The term product, as used in the Contract Documents, includes materials, equipment, systems, and like terms of similar intent.
C. Products include materials, machinery, components, equipment, fixtures and systems forming the Work and purchased for incorporation into the Work.
D. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
E. Do not reuse materials and/or equipment removed from existing premises except as specifically permitted by the Contract Documents.
F. Provide interchangeable components of the same manufacturer, for similar components.
G. Named products are items identified in the Contract Documents by manufacturer’s product name, including make or model number or other designation shown or listed in manufacturer’s published product literature that is current as of date of the Contract Documents.

1.5 TRANSPORTATION AND HANDLING
A. Transport and handle products in accordance with manufacturer’s instructions.
B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, and/or other damage.

1.6 SHIPPING REQUIREMENTS

A. Preparation for Shipment: All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

B. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of District at the expense of Contractor. Any refinished items shall carry the warranty specified in the Contract Documents for new items.

C. Grease and lubricating oil shall be applied to all bearings and similar items.

D. Identification: Before shipping, each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Store products only in staging area per provisions of the Contract Documents.

B. Handle, store, and protect products in accordance with manufacturer’s instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

C. For exterior storage of fabricated products, place on appropriate supports, above ground.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

H. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer’s written instructions.

I. Schedule product deliveries to minimize long-term storage at the Site and to prevent overcrowding of construction spaces.
J. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

K. Deliver products to Site in an undamaged condition in manufacturer’s original sealed container or other packaging system, complete with intact and legible labels and instructions for handling, storing, unpacking, protecting, and installing.

L. Contractor shall comply with the following without limitation:
   1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in the Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.
   2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.
   3. No metalwork (including miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spilling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geo-membranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.
   4. Electrical equipment and all equipment with antifriction or sleeve bearings shall be stored in weather-tight structures maintained at a temperature above 60 degree Fahrenheit. Electrical equipment controls and insulation shall be protected against moisture and water damage. All space heaters furnished in or with equipment shall be connected and operated continuously or according to manufacturer’s requirements.
   5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer’s storage instructions shall be carefully followed.
   6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal “welding”. Upon installation of the equipment, Contractor shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.
   7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.
   8. Equipment and materials shall not have any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.
9. In addition to the protection specified for prolonged storage, the packing of spare units and spare parts shall be as for export packing and shall be suitable for long-term storage in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Handling: Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.

11. Store products to allow for inspection, measurement, and/or counting of units.

12. Store materials in a manner that will not endanger adjacent Work.

13. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.

14. Store cementitious products and materials on elevated platforms.

15. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

16. Comply with product manufacturer’s written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

17. Protect stored products from damage.

18. Protect liquids from freezing.

**PART 2 - PRODUCTS**

Not Used

**PART 3 - EXECUTION**

Not Used

**END OF SECTION 01610**
SECTION 01710
CLEANING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions of General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01400 – "Quality Control Requirements"
B. Section 01500 – "Temporary Facilities and Controls"
C. Section 01505 – "Construction Waste Management"
D. Section 01572 – "Storm Water Pollution Prevention Plan"
E. Section 01722 – "Execution Requirements"
F. Divisions 2 through 33 Sections for specified Cleaning Requirements for the work in those Sections.

1.3 DISPOSAL OF MATERIALS

A. See Section 01505 (Construction Waste Management) for additional requirements.
B. As part of the scope of Work included within the Contract Price, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
C. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state and federal regulations and requirements of the Contract Documents. Also see Sections 01505 and 01412.
D. Contractor is cautioned that both the County of Contra Costa and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.
E. Contractor shall become familiar with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with requirements.
F. This is already addressed in Section 01505/1.7 and 1.11. Under no circumstances shall rubbish, debris, waste, dust, dirt or surplus materials be allowed to accumulate in the building or on the Site, and all such shall be removed continually as the Work progresses and by the end of each day’s Work.

1. Materials: In occupied building areas, only sufficient materials and flammable or toxic substances necessary for the Work being performed that day or shift shall be brought into the building and work areas. In no case shall flammable or toxic substances be stored in the building, and these substances shall be immediately removed from the building when not needed and not later than the end of the day’s Work.
2. Splattering or spilling of material shall be promptly cleaned up at time of occurrence.

G. Contractor shall provide sweeping whenever silt from Site is carried over to adjacent pedestrian paths, parking lots, and streets within the Campus as well as public thoroughfares surrounding the Campus.

H. Failure to maintain a clean and orderly Site may necessitate action by the District. In the event that the Contractor fails to clean up and maintain the project in a clean and orderly manner, the District may clean the Site and charge the Contractor for such cleaning costs. Any cleaning costs incurred by District will be deducted from the Contract Price by Change Order.

I. All trash, debris, waste, and excess soil resulting from performance of the Work shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, a permission letter shall be obtained from the property owner and presented to District prior to disposal. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner releasing Contractor, Contra Costa County, District, and District consultants from any future liability.

1.4 FINAL CLEANING

A. District’s Representative’s Inspection: Provide District at least twenty-four (24) hours advance notice of readiness for inspection.

B. Any deficient cleaning, as determined by District’s Representative, shall be immediately corrected as directed by District at Contractor’s expense.

C. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

D. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

E. Repair, patch, and touch up marred surfaces to match adjacent finishes.

F. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, clean and/or polish all transparent and glossy surfaces,

G. Vacuum carpeted and soft surfaces.

H. Remove waste and surplus materials, rubbish, and construction facilities from Site.

I. Wash and shine mirrors.

J. Ventilating systems:
   1. Clean permanent filters and replace disposable filters of units operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.
   2. Clean ducts, blower, and coils of units operated during construction.

K. Clean surfaces of equipment; remove excess lubrication.

L. Clean plumbing fixtures to a sanitary condition

M. Vacuum and wipe inside of electrical panels and cabinetwork.
N. Clean light fixtures and lamps.
O. Broom clean interior spaces.
P. Clean, damp mop, wax and polish resilient and hard-surfaced floors as specified.
Q. Remove waste, debris and surplus materials from site. Clean grounds; remove stains, spill, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.
R. Use cleaning materials which will not create hazards to health or property or cause damage to the Work. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.
S. Contractor shall not use nor permit use any kind of material/cleaning chemical that are not permitted for use in the State of California, or not permitted by the Health Department
T. Schedule operations to prevent dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces.
U. Clean roofs, gutters, downspouts and drainage systems.
V. Interior surfaces and areas where Work is performed shall be left in vacuum clean condition with all dust, dirt, stains, hand marks, paint spots, plaster droppings, and other blemishes and defects completely removed. To the extent of Contractor’s operations, use or materials, the following requirements apply to all areas where Work is performed:

1. Walls: Bare and painted surfaces shall be cleaned and free of dust, lint, streaks, or stains.
2. Hardware and metal surfaces shall be cleaned and polished using non-corrosive and non-abrasive materials.
3. Glass: New glass and soiled existing glass shall be washed and polished, with both sides left free of dirt and spots. Labels shall be removed.
4. Ceilings shall be clean and free of stains, hand marks, and defacing.
5. Fixtures and Equipment: New mechanical and electrical fixtures and like items shall be cleaned and polished. Lighting fixtures shall be free of dust, dirt, stains, or waste material. Equipment and machinery shall be cleaned, serviced, and ready for use. Existing items shall be cleaned as required including ventilating supply and return equipment in walls and ceilings.
6. Surfaces not mentioned shall be cleaned according to the intent of this Section and as required for District’s Representative’s approval.

PART 2 – PRODUCTS
Not Used

PART 3 – EXECUTION
Not Used

END OF SECTION 01710
SECTION 01722
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
   A. Section 01010 – “Summary of Work”
   B. Section 01050 – “Field Engineering”
   C. Section 01710 – “Cleaning Requirements”
   D. Divisions 2 through 33 Sections for Execution Requirements for the work in those Sections.

1.3 SUMMARY
   A. This Section includes Administrative and General procedural requirements governing execution of the Work including, but not limited to, the following:
      1. Construction layout
      2. General installation of products
      3. Coordination of District-installed products
      4. Starting and adjusting
      5. Protection of installed construction
      6. Correction of the Work

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION

3.1 EXAMINATION
   A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record all observations in writing.
      1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
         a. Description of the Work
         b. List of detrimental conditions, including substrates
         c. List of unacceptable installation tolerances
d. Recommended corrections

2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

B. Existing Site and/or Building Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning Work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of all utility services for each Phase of the Work and the entire Project.

C. Existing Utilities: The existence and location of underground and other utilities and construction indicated in the Contract Documents as existing are not guaranteed. Prior to beginning the Work, investigate and verify the existence and location of all underground utilities and/or other improvements affecting the Work.

1. Before construction, verify the location and invert all elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and all underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Site.

3.2 PREPARATION

A. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a written request for information (RFI) to the District and a copy to the Architect.

B. Existing Utility Information: Furnish information to the District and a copy to the Architect that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Contractor shall coordinate with authorities having jurisdiction.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, Contractor shall investigate and verify all dimensions of other construction by field measurements before fabrication. Contractor shall coordinate fabrication schedule with construction progress to avoid delaying the Work.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Contract Documents. Contractor shall be responsible for all coordination and measurements including means and methods of Construction.
3.3 **CONSTRUCTION LAYOUT**

A. Verification: Before proceeding to lay out the Work, Contractor shall verify layout information and Field condition in relation to the Contract documents. Notify District and copy the Architect immediately of any discrepancies.

3.4 **INSTALLATION**

A. Contractor shall locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in furnished areas, unless otherwise indicated.
   4. Maintain minimum headroom clearance of eight feet in spaces without a suspended ceiling.

B. Contractor shall comply with manufacturer’s written instructions and recommendations for installing products in applications indicated.

C. Contractor shall install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for performance until accepted by District.

D. Contractor shall conduct construction operations, so no part of the Work is subjected to damage or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels. Contractor shall comply with noise requirements in Section 01416, Special Procedures

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

H. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

I. Allow for building movement, including thermal expansion and contraction.

J. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to the Site in time for installation.

K. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

L. Hazardous Materials: Use only products, cleaners, and installation materials that are not classified as or considered hazardous.
3.5 DISTRICT-INSTALLED PRODUCTS

A. Site Access: Provide access to Site for District’s construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by District construction forces.
   1. Baseline CPM Schedule: Inform District of Contractor’s preferred schedule for District’s portion of the Work. Adjust Baseline CPM Schedule based on a mutually agreeable timetable. Provide timely notice (i.e., at least 14 calendar days) to the District if changes to schedule are required due to differences in actual construction progress.
   2. Pre-installation Conferences: Include District’s construction forces at pre-installation conferences covering portions of the Work that are to receive District’s work. Attend pre-installation conferences conducted by District’s construction forces if portions of the Work depend on District’s construction forces.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer’s written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements Section 01730, Cutting and Patching.
   1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition. See also Section 01500, Temporary Facilities and Controls.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and/or broken glass or reflective surfaces.

END OF SECTION 01722
SECTION 01730

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.
   B. Individual Product Specification Sections:
      1. Cutting and patching incidental to work of the section.
      2. Advance notification to other sections of openings required in work of those sections.
      3. Limitations on cutting structural members.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
   A. Section 01710 – “Cleaning Requirements”
   B. Section 01722 – “Execution Requirements”
   C. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS
   A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
   B. Patching: Fitting and repair work required to restore surfaces to new or original conditions after installation of other Work.

1.4 RESPONSIBILITIES
   A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work. This includes, but is not limited to:
      1. Making parts fit together properly
      2. Removal and replacement of defective Work
      3. Removal and replacement of Work not conforming to requirements of Contract Documents
      4. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit
      5. Attaching new materials to existing improvements
      6. Painting (or other finishes) to match adjacent or existing conditions
   B. Contractor shall not cut or alter any part of the Work in such a way that endangers or compromises the integrity of the Work, the work of others, or the Project.
1.5 QUALITY ASSURANCE

A. Requirements for Cutting and Patching relating to structural elements: Do not cut and/or patch structural elements in a manner that would alter their structural design characteristics.

1. Obtain written approval of the cutting and patching proposal from the Structural Engineer of Record prior to cutting and/or patching any structural elements. Structural elements include, but are not limited to:
   a. Foundation construction
   b. Structural Concrete
   c. Structural Steel
   d. Wood Framing
   e. Bearing and retaining walls
   f. Stair systems
   g. Roofing and framing systems
   h. Glue lam beam
   i. Shear wall systems

2. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure. Contractor shall be responsible for any costs associated with required Structural Engineer and/or DSA reviews and approvals.

B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch exposed Work in a manner that, in the Architect or District’s opinion, reduce the building’s aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner as directed by District.

D. Contractor shall ensure that all cutting, fitting, and patching shall achieve the security, strength, weather protection, and appearance for aesthetic match, efficiency, operational life, maintainability, safety of operational elements, and the continuity of existing fire ratings as required by the Contract Documents.

E. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District’s decision shall be final.

F. Operational Elements: Do not cut and patch operating elements and/or related components in a manner that results in reducing their capacity to perform as intended, results in increased maintenance requirements, that decreases operational life, or that affects system or component safety. Operating elements include, but are not limited to the following:
1. Fire-suppression systems.
2. HVAC systems.
3. Control systems.
4. Mechanical systems piping and ducts.
5. Air smoke barriers.
6. Telephone and communication systems.
7. Electrical wiring systems.
8. Primary operational systems and equipment.

G. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or those results in increased maintenance or decreased operational life or safety. Miscellaneous elements include, but are not limited to the following items:
   1. Exterior curtain wall construction
   2. Equipment supports
   3. Noise-and vibration-control elements and systems
   4. Water, moisture, or vapor barriers
   5. Membranes and flashings
   6. Vessels, and equipment

1.6 PAYMENT FOR COSTS

A. Cost caused by ill-timed or defective cutting and patching Work or Work not conforming to Contract Documents, including costs for additional services of the District and its consultants will be borne by the Contractor and deducted from the Contract Price via Change Order by the District.

B. Cost of Work cutting and patching Work performed upon approval from the District, other than defective or nonconforming Work, will be paid by District via written Change Order.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, cut, patch, and repair materials and surfaces damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties of any affected Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Contractor shall provide for replacement and restoration of any Work affected by cutting and patching operations. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
B. Materials to be cut and patched include those damaged by Contractor in the performance of the Work.
C. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials whose installed performance will equal or exceed that of existing materials and that are visually compatible in the sole opinion of the District.

PART 3 - EXECUTION

3.1 INSPECTION
A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting the installation of new products.
B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the Contract Documents, and shall proceed with Work as directed by District.

3.2 PREPARATION
A. Contractor shall provide adequate shoring, bracing and supports as required to maintain structural integrity for all portions of the Project during cutting and patching operations.
B. Contractor shall provide devices and means and methods to protect other portions of Project from damage during cutting and patching operations.
C. Contractor shall provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.
D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
E. Do not cut existing pipe, conduit, or ductwork serving existing buildings and/or other improvements that are scheduled to be removed or relocated until provisions have been made to bypass them. Maintain all active existing services at all times.

3.3 PERFORMANCE
A. With respect to performance, Contractor shall:
   1. Execute cutting and patching Work to provide finished installation complying with specified tolerances and matching adjacent finishes.
   2. Execute cutting and patching using means and methods that will prevent damage to other Work, and that will result in proper surfaces to receive installation of repairs and/or new Work.
   3. Execute cutting, demolition, patching, excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement or other movement.
   4. Contractor shall employ original installer or fabricator to perform cutting and patching for:
      a. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other similar Work.
b. Exposed finished surfaces

5. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to Contract Document requirements for penetrations. If a discrepancy exists between applicable Code requirements and the Contract Documents, the more stringent requirement shall apply.

6. Completed cutting and patching Work shall not affect the integrity of fire walls, ceilings, floors, smoke barriers, shafts, and similar components.

7. Contractor shall restore Work which has been cut or patched. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match adjacent areas and surfaces.

8. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the new finish to any existing finish.

9. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage adjacent Work to remain. If possible, review proposed procedures with original Installer and comply with his written recommendations.
   a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
   b. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

10. Concrete and Masonry: cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

11. Excavating and Backfilling: Comply with requirements in applicable specification sections where required by cutting and patching operations.

12. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

13. Proceed with patching after construction operations requiring cutting are complete.

14. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

15. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

16. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
   a. Clean all materials affected by cutting and patching operations before applying finishes.
   b. Restore any damaged pipe covering to original condition.
c. Floors and Walls: Where walls or partitions that are removed extend from one finished area into another, patch and repair floor and wall surfaces in the both spaces. As required to provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials as necessary to achieve uniform color and appearance.

d. Where patching occurs on a painted surface, apply specified primer and intermediate coats over the patch. Apply final coat over entire unbroken surface containing the patch. Provide additional coats as required until patched area blends completely with adjacent surfaces.

17. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide a level, planar surface of uniform appearance.

18. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and results in a uniform visual appearance.

B. Cleaning: Clean areas, spaces, materials, and/or equipment where cutting and patching work is performed. Completely remove dirt, dust, cuttings, paint, mortar, oils, putty, adhesive, and any other similar materials.

C. Alterations to Existing Work:

1. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for performance of work under the Contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings, without authorization of the Structural Engineer. Work remaining in place, which is damaged or defaced during this contract, shall be restored to the condition existing at time of award of contract.

2. Discolored or unfinished surface exposed by removal of existing work and indicated to be the final exposed surfaces shall be refinished or the material shall be replaced as necessary to make contiguous work uniform and harmonious. Work out of alignment, where exposed by removal of existing work, shall be called to the District’s attention with a copy to the Architect’s.

END OF SECTION 01730
SECTION 01780
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01010 – “Summary of Work”
B. Section 01330 – “Submittal Procedures”
C. Divisions 2 through 33 Sections for Project Record Documents requirements for the work in those Sections.

1.3 SUMMARY

A. This section includes administrative and procedural requirements for Project Record Documents, including but not limited to the following:
   1. Record Drawings
   2. Record Specifications
   3. Record Product Data
   4. Record MEP & Structural coordination documents

B. Project Record Documents requirements include, but are not limited to, the following:
   1. Marked-up copies of Drawings
   2. Marked-up copies of Shop Drawings
   3. Newly prepared Drawings
   4. Marked-up Product Data submittals
   5. Field records, such as photographs, for variable and concealed conditions
   6. Record information for Work that is only schematically shown
   7. Maintenance forms for equipment

C. Other Project closeout requirements are included in Section 01770, Contract Closeout Procedures.

D. Contractor shall maintain Documents and Samples as follows:
   1. Contractor shall provide and store all required Project Record Documents and Samples in the Contractor field office apart from Contract Documents used for Construction. These materials shall be available at any time upon request by the District, Architect and Project Inspector.
   2. Project Record Documents shall not to be used for construction purposes.
   3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.
E. Contractor shall dedicate one complete full size set of the Contract Drawings and one complete Project Manual for use in recording as-built conditions.

F. The Contractor shall update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

G. The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect.

1.4 PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a complete, current set of full size blackline prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) “AS-BUILT RECORD” in 2-inch high printed letters. Keep all record documents current.

B. On completion of the Work and prior to Application for Final Payment, the Contractor will provide one complete set of AS-BUILT RECORD Drawings in Autocad (dwg.) file format and one complete set in Adobe PDF file format.

C. 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 conceal any Work until required record information has been recorded.

1. Contractor shall mark AS-BUILT Record 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 Contract Drawings (horizontal and/or vertical)
   b. Revisions or any modification to details shown on the Contract Drawings
   c. Depths of various elements of foundations in relation to main floor level or survey datum.
   d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations and similar items
   g. Final, actual numbering of each electrical circuit
   h. Revisions to routing of piping and conduits
   i. Revisions to electrical circuitry, including legends at electrical panels
   j. Actual equipment locations
   k. Duct size and routing
   l. Changes made by Change Order, CCD, ASI, or any other directive
   m. Details not on original Contract Drawings

2. Contractor shall mark completely and accurately AS-BUILT 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. Contractor shall mark AS-BUILT Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.

4. Contractor shall mark important additional information that was either shown schematically or omitted from original Drawings.

5. Contractor shall note Contractor Change Directive numbers; Bid Alternate numbers, if any, Change Order numbers, and similar identification.

6. Contractor shall be responsible 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 AS-BUILT 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.
   c. The District, Architect, and Project Inspector will review all record documents each month prior to approval of Contractor’s Application for Payment.

D. Contractor shall prepare Record Drawings: Immediately prior to inspection for Certification of Substantial Completion of the Work, review completed marked-up AS-BUILT Record Drawings with District, Project Inspector, , and Architect to ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, professionally drafted in AutoCAD format, of as-built Contract Drawings and Shop Drawings.
   1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and/or add details and notations where applicable. Identify and date each Drawing; include the printed designation “AS-BUILT RECORD DRAWING” and the date prepared in a prominent location on each Drawing.
   2. Distribution: Whether or not changes and additional information were recorded, organize and bind 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 and submit to District.

E. In addition to requirements of this Section, comply with supplemental requirements of other specification sections.
   1. Section 01330, Submittal Procedures, requires the preparation of large scale, detailed layout drawings of the Work in Divisions 2 through 33. These layout drawings are not Shop Drawings as defined by Section 01330, 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. Contractor shall include required layout drawings as part of the Project Record Documents.

1.5 PROJECT RECORD SPECIFICATION

A. Contractor shall, during the construction period, maintain one copy of the Project Specifications, including all addenda and all other modifications issued for Project Record Documents purposes.
B. Contractor shall mark the Project Record specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and/or 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, measure, and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the Record copy with the proprietary name and model number of the product furnished.

2. Where a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished.

3. Record the name of the manufacturer, catalog number, supplier and installer and other information necessary to provide an accurate record of selections made, and coordinate documentation with Project Record Data submittals and maintenance manuals.

4. Note any related Project Record Product Data that was submitted in maintenance manuals instead of Product Data submittals.

5. Upon completion of mark-up, submit Project Record Specifications to District for District’s records.

1.6 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT AS-BUILT RECORD DOCUMENTS

A. Using a distinct Auto CAD layer, clearly indicate at each affected plan, detail, schedule, or other drawing as necessary, a full description of changes made during construction along with the actual location of specified items.

B. “Cloud” all changes made using a distinct AutoCAD layer.

C. Submit duplicate electronic files of all drawings in both Auto CAD and Adobe PDF Format.

1.7 PROJECT RECORD PRODUCT DATA

A. Contractor shall, 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 any significant changes in the product as delivered and/or installed including any departures from the manufacturer’s instructions and/or 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. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.

B. Material, Equipment and Finish Data:

1. General: Provide one (1) preliminary review copy and two (2) final copies each of a "Materials, Equipment and Finishes Manual" listing all finish materials, equipment (not provided under Divisions 15 and 16), and finishes installed in the Work.

2. Submit the preliminary manuals to the Architect a minimum of two (2) weeks prior to Substantial Completion. The preliminary copies must comply with all of the requirements, except the hardboard covers.

3. Obtain approval of preliminary copies prior to producing final copies.

4. Deliver final manuals to the Architect prior to final acceptance and final payment. Architect will deliver manuals to the District.

5. Format of Manual: Provide bound manuals with printed covers and spines. Title "Materials, Equipment and Finishes Manual". Organize data sequentially by Specification Section number on type written 8-1/2 by 11 inch pages. Provide each copy with a typewritten index and tabbed dividers between each separate Section. Mark each tab to indicate contents.

6. Contents of Manual: Manuals shall contain all information needed to identify, maintain, and replace/duplicate any finish materials, equipment, and finishes installed in the Work for this Project. Where materials and product information has been described and likewise indicated in the "Operation and Maintenance Manuals", cross referencing to where they can be found may be done in lieu of duplication of the information. The information provided shall include, but not be limited to, the following:

a. Manufacturer's names and model numbers or product name; supplier's and subcontractor's name, address and phone and fax numbers; and all other pertinent information that might be required for replacement ordering or duplication at a later date.

b. For custom fabricated products which do not have model numbers or names, reference Project shop drawing submittal number and indicate "Fabricated per shop drawing submittal Number ____.

c. Proportions of mixes.

d. Color formula list for each paint color used.

e. For power operated equipment, include complete and legible wiring diagrams together with cuts of repair parts and part numbers listed and instructions relative to care, adjustment and operation of the equipment.

f. For moisture protection and weather exposed products, include complete manufacturer's data with instructions on inspection, maintenance and repair.

g. Where applicable, provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information regarding cleaning agents and methods that could prove detrimental to the product.

C. Contractor shall arrange Project Record Product Data by Specification Section number, and provide names, addresses, fax numbers, emails addresses, and telephone number of Subcontractors and suppliers. Information to be provided includes:

Contra Costa Community College District  Section 01780 - Page 5 of 7
Contra Costa College  Project Record Documents
C-608 PEK Swing Space Site Clearing
1. Trade Names
2. Model or type numbers
3. Assembly diagrams
4. Operating instructions
5. Cleaning instructions
6. Maintenance instructions
7. Recommended spare parts
8. Product data

1.8 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals. Immediately prior to Substantial Completion of the Work, complete all miscellaneous records and place in good order, properly identified, and ready for use and reference. Submit to the District for District’s records, in Adobe PDF format. Categories of miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule
19. Project Record Drawing Mark-ups
20. Other

1.9 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS

A. Submit Installation, Operation, and Maintenance Manuals in accordance with this Section, Section 01330, Submittal Procedures and Section 01785, Operation and Maintenance Data.
1.10 ELECTRONIC MEDIA FORMAT
A. Electronic Media Formats: Electronic media formats shall be Adobe PDF and AutoCAD.
   1. Adobe PDF files shall have chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Adobe PDF copy shall include all Project Record Drawings, updated Specification Manuals, tables, charts, drawings, codes and all other matters reflected in hard copies. Adobe PDF files shall be delivered on unique CD-ROMs containing Adobe PDF files of each completed project AS-BUILT Record Drawing and the complete Specifications Manual with all changes made during the Project.
   2. In addition to the Adobe PDF file copies, professionally drafted AutoCAD project AS-BUILT Record Drawing DWG files shall be delivered showing both design and as-built information. AutoCAD layouts shall be provided allowing for the reproduction of a complete set of plans as needed.

1.11 DISTRICT'S RECOURSE
A. If Contractor is not able to provide Project Record Documents in specified formats, District has the right to complete the Work using other resources. Contractor agrees that any and all costs associated with District completion of this Work shall be deducted from the Contract Price by Change Order.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
3.1 RECORDING
A. 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.

3.2 SUBMITTALS
A. At completion of Project, deliver all Project Record Documents to District, per Section 01330 (Submittal Procedures.)

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 01780