

**DESIGN-BUILD PROJECT MANUAL**  
**FOR THE**  
**EC Adult Transition Program North**

**Volume 1: Division 00-01 Specifications**

**Volume 2: Criteria Documents**

**Volume 3: Reference Documents**

**3.a Geotech Data**

**4. As Built Information**

**RFP-15-17-18**

East Side Union High School District  
830 North Capitol Avenue  
San Jose, CA 95133

**VOLUME 1**

March 27, 2018

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RFP-15-17-18**

**Volume 1**

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**NOTICE TO PREQUALIFIED DESIGN-BUILD ENTITIES**

**NOTICE IS HEREBY GIVEN** that the East Side Union High School District (“**District**”) of Santa Clara County, California, acting through its Governing Board, hereinafter referred to as the District, will accept Proposals for the award of the contract for the following public work:

**EC Adult Transition Program North  
RFP-15-17-18**

Each Proposal must conform to and be responsive to the contract documents and be submitted on a form furnished by the District. Proposals can only be submitted by those Design-Build Entities who have been prequalified to submit Proposals for this Project:

- Rodan Builders Inc / SVA Architects
- Swenson & Associates / AEDIS Architects

The pre-qualified alternate Design Build Entities for this project, who will be invited to submit proposals in the event one of the teams listed above is not able to participate, are:

- N/A

Design-Build Entities are hereby notified that these firms participated in development of the Criteria Documents, and are thereby precluded from participation on design-build teams per Education Code 17250:

- N/A

**DESCRIPTION OF THE WORK:** The work generally consists of a new classroom building and parking lot for the Adult Transition Program at the ESUHSd Education Center. Contract Documents contain the full description of the Work.

**PROPOSALS DUE:**

Proposals will be received by Capital Purchasing Office of the East Side Union High School District at their office located at 830 N. Capitol Ave., San Jose, CA 95133 **no later than 4:00 p.m. on Monday May 14, 2018.**

Proposals must be submitted as two (2) hard copies and one (1) soft copy on a CD or flash drive. The main contact for this project is Janice Unger, Capital Purchasing with ESUHSd, [ungerj@esuhsd.org](mailto:ungerj@esuhsd.org), with cc: Jeremy Bright with ESUHSd; [brightj@esuhsd.org](mailto:brightj@esuhsd.org)

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

- This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The Contractor and all Subcontractors under the Contractor shall furnish electronic certified payroll records directly to the Labor Commissioner weekly and within ten (10) days of any request by the District or the Labor Commissioner. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.

**THIS IS A LABOR AGREEMENT PROJECT:** This project is subject to the terms of the Project Labor Agreement (PLA) Executed between the East Side Union High School District and the Santa Clara County Building and Trades Council, and a copy can be found on the District website at <http://www.esuhsd.org/Community/Purchasing/Capital-Purchasing/Project-Labor-Agreement/index.html>  
For questions or assistance concerning the Project Labor Agreement, contact Matthew Moynihan with Employers

**NOTICE TO PREQUALIFIED DESIGN-BUILD ENTITIES**

Advocate at (925) 930-0014, [mmoynihn@eainc.com](mailto:mmoynihn@eainc.com) or Joseph Sanchez with the Building Trades Council at 408-265-7643, [joseph@sscbtc.org](mailto:joseph@sscbtc.org)

**PREVAILING WAGE:** The successful Design-Build Entity shall be required to pay its workers on this project a sum not less than the general prevailing wage rate of per diem wages and not less than the general prevailing rate for holiday and overtime work for work of a similar character in the locality in which the project is performed as provided under California Labor Code section 1770 et sec. The District has determined the prevailing rate of per diem wages and the general prevailing rate for holidays and overtime work in the locality in which this project is to be performed for each craft, classification or type of work needed to execute the work.

Design-Build Entity shall be required to post, at each job site, a copy of such prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations.

**LABOR CODE SECTION 1771.1 (a):** A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

**DVBE:** The successful Design-Build Entity will be required to either meet the DVBE goal of three percent (3%) participation or demonstrate its good faith effort to solicit DVBE participation in this Contract if it is awarded the contract for the Work.

**SUBSTITUTION OF SECURITIES:** District will permit successful Design-Build Entity to substitute securities for retention monies withheld to ensure performance of Contract, as set forth in Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), in accordance with California Public Contract Code, Section 22300. By this reference, Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention) is incorporated in full in this Document 00 11 13.

**RESTRICTIONS ON SUBSTITUTIONS AND SOLE SOURCE ITEMS:** As a limitation on Design-Build Entity's privilege to substitute "or equal" items, District has found that certain items are designated as District standards and certain items are designated to match existing items in use on a particular public improvement either completed or in the course of completion or are available from one source. As to such items, District will not permit substitution. Such items are described in the Contract Documents.

**PROCUREMENT OF CONTRACT DOCUMENTS:** Contract Documents may be obtained at the following link: <http://www.esuhdsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>

**TWO (2) MANDATORY PRE-PROPOSAL CONFIDENTIAL MEETINGS:** Two confidential meetings with the District will be required.

The Board reserves the right to reject any and all Proposal and/or waive any irregularity in any Proposal received. If the District awards the Contract, the security of unsuccessful Design-Build Entity(s) shall be returned within ninety (90) calendar days from the time the award is made. Unless otherwise required by law, no Design-Build Entity may withdraw its Proposal for ninety (90) calendar days after the date of the bid opening.

The District elects to implement an Owner Controlled Insurance Program (OCIP) on this Project. This program would provide Workers' Compensation, General/Excess Liability, and under certain conditions, Builders' Risk

**NOTICE TO PREQUALIFIED DESIGN-BUILD ENTITIES**

insurance coverage for all contractors and their sub-contractors of all tiers on the project. All bidders must meet certain minimum qualifications for enrollment in the OCIP, as more fully described in Section 00 73 16.13 of the Contract Documents, entitled Owner Controlled Insurance Program Insurance Requirements. If the Bidder fails to meet the minimum qualifications for enrollment in the OCIP, the District may deem the bid non-responsive. In certain projects, if further described in the Instructions to Bidders and Document 00 73 16.13, Pollution Liability coverage may also be available under the OCIP.

The East Side Union High School District is an equal opportunity employer.

END OF DOCUMENT

## REQUEST FOR PROPOSAL

The East Side Union High School District ("District"), will receive competitive sealed Proposals from Design-Build Entities for the following public work:

### EC Adult Transition Program North

1. **RECEIPT OF PROPOSALS.** District will receive sealed Proposals in the Capital Purchasing Department at District's Office, 830 North Capitol Avenue, San Jose, California. **Proposals shall be due by 4:00 p.m. May 14, 2018**, as determined by time and date stamp clock at the District's Capital Purchasing Department. Proposals must be submitted as two (2) hard copies and one (1) soft copy on a CD or flash drive. All Proposals will be time-stamped to reflect their submittal time. District will reject all Proposals received after the specified time and will return such Proposals to Design-Build Entities unopened. Design-Build Entities must submit Proposals in accordance with this Document 00 11 19.
2. **CONTACT INFORMATION.**  
  
Mailing and street address of District's main office:  
  
East Side Union High School District  
Capital Purchasing Department  
830 North Capitol Avenue  
San Jose, CA 95133
3. **AVAILABILITY OF CONTRACT DOCUMENTS.** Proposal and Contract Documents are available to Prequalified Design-Build Entities at <http://www.esuhdsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>
4. **DETERMINATION OF BEST VALUE.** If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose Proposal is determined in writing to provide the Best Value to the District. District shall provide its written decision and award within **ninety (90)** calendar days of Proposal submission. District's written decision shall support the award of the Contract by stating in detail the basis of the award. District will deliver Document 00 51 00 Notice of Award as provided herein. If awarded, the qualifying Design-Build Entity with the most points will be awarded the Contract as provided in this Document 00 11 19 (Request for Proposal).
5. **SCOPE AND NEEDS OF THE PROJECT.** The District is inviting Design-Build Proposals from prequalified Design-Build Entities for this Project. The scope of work is described in 01 10 00 Summary of Work, as well as the Reference Construction Documents. The stipulated budget amount for this project is **\$5,000,000**.
6. **REQUIRED DESIGN-BUILD ENTITY CERTIFICATIONS.** Design-Build Entities must submit with their Proposals Document 00 45 00 (Design-Build Entity Certifications). District will reject as non-responsive any Proposal submitted without the Design-Build Entity Certifications.
7. **UPDATING INFORMATION SUBMITTED IN PREQUALIFICATION PROCESS.** As indicated in Document 00 45 00 (Design-Build Entity Certifications), each Design-Build Entity shall either (a) certify that all information it submitted to District in connection with the Prequalification process, and any modifications, amendments or supplements thereto remains true and correct in all respects as of the date of submitting Proposals, or (b) if there have been any changes, that such changes are reflected on Appendix 1 - Acceptable Safety Record and/or on Appendix 2 - Design-Build Entity Material Changes List, submitted as provided in Document 00 45 00.

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8. **REQUIRED SECURITY.** Design-Build Entities must submit with their Proposals cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than ten percent of the amount specified in Document 00 41 00 (Proposal Form), paragraph 13, payable to "East Side Union High School District". District will provide the required form of corporate surety bond, Document 00 43 13 (Bond Accompanying Proposal). District will reject as non-responsive any Proposal submitted without the necessary Proposal security. District may retain all Proposal securities and Proposal bonds until the later of 90 days after Proposal opening and execution of the Contract and deposit of all necessary bonds and other items, at which time District shall return the Proposal securities and Proposal bonds of any non-defaulting Proposer.
9. **REQUIRED NON-COLLUSION DECLARATION.** Design-Build Entities must submit with their Proposals Document 00 45 19 (Non-Collusion Declaration). District may reject as non-responsive any Proposal submitted without the Non-collusion Declaration. No Design-Build Entity may make or file or be interested in more than one Proposal for the same supplies, services or both.
10. **PRE-PROPOSAL CONFIDENTIAL MEETINGS AND SITE VISIT.** District will be available for two confidential meetings, of no more than two hours each, with each Design-Build Entity during the Proposal development period. These meetings are confidential, and are required. Each DBE shall coordinate the dates and times of their confidential meetings. DBEs are highly encouraged to get these meetings calendared as soon as possible, to ensure availability of District staff.

Confidential meetings and site visits are mandatory and should be arranged through Janice Unger at [ungerj@esuhsd.org](mailto:ungerj@esuhsd.org), 408.347.5079. Visits to site must be arranged through Jeremy Bright – Project Manager, [bright@esuhsd.org](mailto:bright@esuhsd.org). DBE's should not visit site without prior arrangements. Every attempt will be made to preserve the confidentiality of each Design-Build Entity's Proposal, along with any competitive advantage(s) associated therewith. However, the District will transmit to all competing Design-Build Entities any Addenda as District in its discretion considers necessary in response to questions arising at these confidential meetings. Design-Build Entities shall not rely upon oral statements; nor shall oral statements be legally binding.
11. **OTHER REQUIREMENTS PRIOR TO PROPOSING.** Submission of a Proposal signifies the Design-Build Entity's careful examination of Proposal Documents and complete understanding of the nature, extent and location of Work to be performed. Design-Build Entities must complete the tasks listed in Document 00 52 00 (Agreement for Design-Build Services), Article 5, as a condition to submitting a Proposal, and submission of Proposal shall constitute the Design-Build Entity's express representation to District that Design-Build Entity has fully completed these tasks.
12. **EXISTING CONDITIONS AND RELATED DATA.** Design-Build Entities may examine any available existing conditions information by giving District reasonable advance notice. Document 00 31 19 (Geotechnical Data, Reference Documents and Existing Conditions) applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground. Document 00 21 26 (Hazardous Materials Surveys) applies to all supplied existing drawings, reports, surveys, and all other information supplied regarding existing Hazardous Materials conditions relating to the Project.
13. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The policy limits, known exclusions, and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual. The District will require all bidders at a minimum to have no serious and willful violations of Labor Code section 6300 et seq., have a workers' compensation experience modification factor of 1.00 or less, and have an injury prevention program instituted pursuant to Labor Code sections 3201.5 or 6401.7

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14. **ADDENDA.** Design-Build Entities must direct to District all questions about the meaning or intent of the Request for Proposal Documents. Design-Build Entities must submit their questions in writing to Janice Unger at [ungerj@esuhsd.org](mailto:ungerj@esuhsd.org) with a copy to Jeremy Bright at [brightj@esuhsd.org](mailto:brightj@esuhsd.org). All Requests for Information must be submitted by **May 07, 2018 at 4:00 p.m.** District will issue by formal written Addenda interpretations or clarifications it considers necessary in response to such questions. All necessary Addenda will be issued via email to all Design-Build Entities by **May 09, 2018 before 4:00 p.m.** Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.
- If District deems advisable, District may also issue Addenda to modify the Request for Proposal Documents.
  - Addenda shall be acknowledged in Proposal Form by number and shall be part of the Contract Documents. Design-Build Entities may obtain a complete listing of Addenda from District.
14. **SUBSTITUTIONS.** Design-Build Entities must base their Proposals on products and systems specified in the Contract Documents and Criteria Documents or listed by name in Addenda.
- Design-Build Entities may submit requests for substitutions no later than 14 days before Proposal due date. District reserves the right not to act upon submittals of substitutions until after Proposal submission. Submittals of substitutions shall contain sufficient information, as set forth in Document 00 73 00 (Special Conditions) and Document 01 60 00 (Product Requirements), to assess acceptability of product or system. Insufficient information shall be grounds for rejection of substitution.
  - Addenda shall list substitutions, if any, approved prior to due date for Proposals.
  - Design-Build Entities may submit requests for substitution after the date indicated above in accordance with requirements specified in Document 00 71 00 (General Conditions) and Document 01 60 00 (Product Requirements). District may consider specifications final upon Contract award, however, and will consider substitutions following award in its sole discretion.
15. **WAGE RATES.** Design-Build Entities are required to comply with all applicable prevailing wage requirements and/or regulations. The District shall not pay any wages that exceed prevailing wages. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at District's main office and are deemed included in the Proposal Documents. Upon request, District will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at [www.dir.ca.gov/](http://www.dir.ca.gov/).
16. **EQUAL EMPLOYMENT OPPORTUNITY.** Design-Build Entity shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.
17. **PROJECT LABOR AGREEMENT.** The East Side Union High School District Board of Trustees has executed a Project Labor Agreement for this Project. All Design-Build Entities must comply with the requirements of this Agreement. Take special note of Appendix B, which outlines requirements regarding participation in the District's Construction Technology Academy which inspires young adults to achieve success. This will be used as a portion of the evaluation of the Design Build entity in the Project Management plan below. For questions or assistance concerning the Project Labor Agreement, contact Matthew Moynihan with Employers Advocate at (925) 930-0014, [mmoynihn@eainc.com](mailto:mmoynihn@eainc.com) or Joseph Sanchez with the Building Trades Council at 408-265-7643, [joseph@sscbtc.org](mailto:joseph@sscbtc.org)

## REQUEST FOR PROPOSAL

18. **OWNERSHIP OF DOCUMENTS.** All materials, including copyrights for original design work, submitted by Design-Build Entities in response to this Request for Proposal shall become the property of the District.
19. **PROPOSAL SUBMISSION.** Each Design-Build Entity shall submit its Proposal to the District at the address indicated in Paragraph 2. Each Design-Build Entity shall submit two (2) original set and one electronic set (formatted as .pdf files) as a CD or flash drive of the following items specifically tailored to the Project.
- a. The Proposal must contain the following, fully completed (and where applicable, executed) documents:
- 1) Document 00 41 00 (Proposal Form); Appendix 1: Life Cycle Cost Analysis; Appendix 2: Design Build Project Cost Breakdown
  - 2) Document 00 43 13 (Bond Accompanying Proposal)
  - 3) Document 00 43 33 (Schedule of Major Equipment and Materials), which is a listing of major equipment and materials the Design-Build Entity will include in the Project.
  - 4) Document 00 43 36 (Designated Subcontractors List) with the understanding that this list will be bound by the provisions of California Education Code Section 17250.10-17250.50.
  - 5) Document 00 45 00 (Design-Build Entity Certifications), signed and completed (and including any attachments) as indicated therein.
  - 6) Document 00 45 19 (Non-Collusion Declaration), subscribed and sworn before a notary public.
  - 7) Document 00 73 06 Supplemental General Conditions Design Standards Checklist
  - 8) Outline Specifications for CSI Divisions 2-60. All products and systems the Design-Build Entity intends to include in the Project should be listed in the Outline. The Outline Specifications provided by the Design-Build Entity may indicate, by reference to a specific section of the District's Design Standards and Construction Specifications, the intent to comply with those documents. The intent of this requirement is to clearly identify all products and systems that are part of the Proposal.
  - 9) A narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed architectural, structural, mechanical, electrical, geotechnical, tele/data, electronics and security systems, types of equipment, materials, finishes, site development, landscaping, food service, etc. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations. Clearly indicate when a proposed design solution, product or system has been in service fewer than ten (10) years, and if the design solution, product or system has never been approved by the permitting authority (ies).
  - 10) Initial Design/Construction Schedule, including key milestones such as, but not limited to: (i) completion of each phase of design services (see Section 01 10 01 Summary of Work – Programming and Design Services), (ii) approvals of District, (iii) approvals of Division of State Architect (“DSA”) and other applicable governmental entities, (iv) the start of each phase and of each building(s) and areas of construction, (v) substantial completion of each and of each building(s) and areas and phase of construction, (vi) final completion, (vii) DSA closeout.

## REQUEST FOR PROPOSAL

- 11) Preliminary construction logistics plan indicating locations proposed for trailers, fences, materials storage areas, etc. Show progressive phases of the construction logistics plan. Include staff and student circulation.
- 12) Proposed staffing plan for the Project, including resumes, for at least the following proposed key personnel: Project Manager; Design Manager; Designers, Architects and Engineers; Construction Superintendent; Scheduler; Cost Estimator. If this information has been provided in the Prequalification Application, the resumes do not need to be duplicated.
- 13) Information to facilitate the District's analysis of the Project's life-cycle costs over twenty-five (25) years. Design-Build Entity shall complete Appendix 1 to 00 41 00 Proposal Form – Life Cycle Cost Analysis Data and submit it with its Proposal.
- 14) The District is interested in getting an enhanced sense of the EC Adult Transition Program New Building and Parking Lot, in context. Design-Build Entity must provide in electronic format the following:
  - a) Site Plan – showing overall layout and how the EC Adult Transition Program building and parking lot will relate to the existing campus.
  - b) Landscape/hardscape plan showing how the quad will relate to the new EC Adult Transition Program building and parking lot will transition to the existing campus and renovated Central Quad. Include proposed early landscaping concepts.
  - c) Two perspective drawings – DBE to provide renderings of the best representation of the EC Adult Transition Program building and parking lot.
  - d) Exterior Elevation - of all sides of the EC Adult Transition Program building and parking lot, drawn to sufficient detail to communicate the design solution.
  - e) Floor Plan - showing furnishings and equipment, of the EC Adult Transition Program building and parking lot, drawn to scale and to sufficient detail to communicate the design solution.
  - f) Floor Plans for the kitchen and serving areas, drawn to sufficient detail to communicate the design solution
  - g) Building Section(s) - drawn to sufficient detail to communicate the design solution.
  - h) Mechanical zoning plan
  - i) Digital 3-D model rendered fly through video showing the exterior and interiors of the building to convey sufficient detail to communicate the design solution.
- 15) Design-Build Entities shall submit their Proposals and all deliverables in a manner that is structured to permit easy and definitive evaluation of each Factor identified in paragraph 22 below, Evaluation Factors.



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- 16) Proposals shall be deemed to include any written responses of a Design-Build Entity to any questions or requests for information of District made as part of the Proposal evaluation process after submission of the Proposal.

### 21. PROPOSAL RECEIPT AND EVALUATION

- a. District shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described in Paragraph 29 below.
- b. District will open the Proposals, and perform a preliminary review to identify any patently defective Proposals. District action on defective Proposals may include refusal to evaluate such Proposals and elimination of Design-Build Entities submitting such Proposals from the evaluation process. District reserves all rights to take any action consistent with the requirements of this Document 00 11 19 (Request for Proposal), including, without limitation, requesting additional information after receipt and opening of Proposals and waiving any inconsequential defects.
- c. All Proposals from Design-Build Entities that remain after the preliminary review shall be evaluated by the District Review Panel, which will be comprised of individuals selected by the District. The Review Panel(s) will review the Proposals and award points using the methodology described in this Document 00 11 19.
- d. The Design-Build Entity may be asked to meet with the District review panel. The purpose of the meeting, if requested, is to introduce new/added Design-Build team members, and to provide clarification to the District as needed on the Proposals. In evaluating Proposals, District will consider the information provided in the Design-Build Entity's Proposal, the Design-Build Entity's compliance with the prescribed requirements, and such other data as may be requested in this Document 00 11 19 (Request for Proposal), Design-Build Entity's post-proposal meeting, or any other items provided prior to the Notice of Award. District's evaluation of Proposals will follow the methodology described in Paragraph 22 Evaluation Factors.
- e. District may conduct such investigations as District deems necessary to assist in the evaluation of any Proposal and to establish the Design-Build Entity's responsibility, qualifications and financial ability, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents and Design-Build Entity's proposed price to District's satisfaction within the prescribed time. District shall have the right to communicate directly with Design-Build Entity's Surety regarding Design-Build Entity's bonds.
- f. District will resolve discrepancies between (1) indicated sum of any column of figures and the correct sum thereof in favor of the correct sum and (2) written words and figures, or words and numerals, in favor of the words.
- g. Following the scoring of each Design-Build Entity's Proposal, at which time the Design-Build Entity whose Proposal is deemed most responsive to this Request for Proposal is determined, and pursuant to Education Code 17250.25(a)(2)(v), the District reserves the right to hold discussions or negotiations with that Design-Build Entity for the purpose of receiving clarification and/or modification to the Proposal, in order to achieve a resulting Best and Final Proposal that can be recommended to the Board of Trustees for contract award.

### 22. EVALUATION FACTORS

- a. If the Contract is to be awarded, District will award the Contract to the responsive Design-Build Entity whose Proposal is determined to provide the Best Value to the District. District shall provide its written

## REQUEST FOR PROPOSAL

decision and Notice of Award within **90 days** of receipt of Proposals. District's written decision shall support the Award of the Contract by stating in detail the basis of the Award. District will deliver Document 00 51 00 (Notice of Award) as provided herein. Best Value will be assigned to the Proposal that scores the greatest number of points in accordance with the methodology described herein.

- b. The District will evaluate each Proposal based upon the following factors, with the maximum number of points allocated to each factor as indicated in the Points Matrix below.

| <b>FACTORS</b>                                    | <b>Maximum Points</b> |
|---------------------------------------------------|-----------------------|
| 1. Price                                          | 20                    |
| 2. Technical Expertise                            | 10                    |
| 3. Life Cycle Costs over 25 Years                 | 10                    |
| 4. Schedule                                       | 10                    |
| 5. Architectural Aesthetics and Design Innovation | 20                    |
| 6. Project Management Plan                        | 10                    |
| 7. Program Requirements                           | 20                    |

TOTAL (Maximum) 100 points

- c. Evaluation Factor Description

- 1) **Price.** Each Design-Build Entity that agrees, in Document 00 41 00 Proposal Form, to design and construct the Project as described in the Reference Construction Documents, and satisfy all other Design-Build Entity obligations under the Contract Documents, for the Budget Amount shall receive a maximum number of twenty (20) points under this paragraph. The District is not interested in identifying the Design-Build Entity with the lowest price, but rather intends to identify the Design-Build Entity whose Proposal offer the best value for the Budget Amount. An additional maximum of two (2) points can be achieved from the value offered in voluntary alternates included in the Design-Build Entity's Proposal. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 2) **Technical Expertise.** The Design-Build Entity whose team as described is determined by District to be the most qualified, when compared with the other Design-Build Entities, shall receive the maximum score of ten (10) points under this paragraph. Design-Build Entities judged to have lesser technical expertise will be assigned a score of less than ten (10) points, in descending order of their perceived Technical Expertise as judged by the District. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 3) **Life Cycle Costs over Twenty-five (25) Years.** The District is interested in constructing new facilities whose sustainable design results in a low life cycle cost as calculated over a twenty-five (25) year period. As such, the District will estimate the likely life cycle costs over twenty-five (25) years associated with each Proposal; the calculations will include the first cost of the project, operating costs, and replacement costs of any systems/components whose service lives do not exceed twenty-five (25) years. The Proposals will be ranked First, Second, or Third – with the rank of First assigned to the Proposal deemed to have the least expensive life cycle costs over twenty-five (25) years; the rank of Second assigned to the Proposal deemed to have the next least expensive life cycle costs; and Third assigned to the Proposal deemed to have the most expensive life cycle costs. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score

## REQUEST FOR PROPOSAL

of ten (10) points under this paragraph. The Proposals ranking second and third will receive a lesser score. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.

- 4) **Schedule.** The District is open to creative scheduling that will reduce the overall length of time of construction, as well as minimize the impact on the site as a whole. The District will evaluate each Proposal and will assign a numerical score to each Proposal ranging from zero (0) to ten (10) points. The goal for the Design-Build Entity is to complete the entire project in the least amount of time and cost while maintaining school operations. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 5) **Architectural Aesthetics and Design Innovation.** The District will evaluate and judge the quality of the design solutions proposed by each Design-Build Entity, as well as the level of innovation reflected in each Design-Build Entity's design solution, and its overall approach to constructing the Project. District will award points ranging from zero (0) to twenty (20) to each Proposal in accordance with the District's judgment of the level of architectural aesthetics and design innovation reflected in each Proposal. The term "architectural aesthetics" shall broadly encompass the totality of a Design-Build Entity's proposed design philosophy and solutions, including the quality and responsiveness of any Plans, Sections, Renderings, Outline Specifications or similar Design Documents submitted with the Proposal. The term "innovation" shall refer broadly to the elements of a Proposal in which a Design-Build Entity proposes to employ novel (yet reliable) or otherwise innovative design solutions; as well as creative construction processes or materials; advanced technologies; and clean, efficient and sustainable materials, methods, processes, and systems. A material, process, or system is not necessarily "innovative" under this paragraph merely because it is new or recently developed. An "innovative" material, process, or system should be provably superior to available alternatives because it surpasses the alternatives with regard to efficiency, sustainability, safety, cost savings, or other relevant factors that would tangibly benefit the District. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 6) **Project Management Plan.** The District will award up to ten (10) points to Proposals that evidence superiority in the Design-Build Entity's proposed: logistics plan, quality assurance/quality control plan, structure of organizational chart, knowledge/skill/ability/experience of key personnel, Owner/Design-Build Entity interaction strategies, and other aspects of project management. The East Side Union High School District Board of Trustees has executed a Project Labor Agreement (PLA) for this project. Within the PLA, take special note of Appendix B, which outlines requirements regarding participation in the District's Construction Technology Academy, which inspires young adults to achieve success. Design-Build Entity's Project Management Plan will also be reviewed for inclusion of the District's Construction Technology Academy. The Proposals will be ranked First, Second, or Third. The Design-Build Entity whose Proposal is ranked First will be awarded the maximum score of ten (10) points under this paragraph. The Proposals ranking second or third will receive lesser scores. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.
- 7) **Program Requirements.** The District has established Program Requirements relating to this Project. These Program Requirements have been communicated to the Design-Build Entities in the form of Volume 2: Criteria Documents, Document 00 11 19 (Request for Proposal), Document 01

## REQUEST FOR PROPOSAL

10 00 (Summary of Work), Document 01 10 00 (Summary of Work – Programming and Design Services), and Document 00 73 06 Supplemental General Conditions: ESUHS Design Standards. The District will evaluate each Proposal in light of these Program Requirements, and will assign a numerical score to each Proposal ranging from zero (0) to twenty (20) points in accordance with each Proposal's responsiveness to these Program Requirements. In the event of a tie for any rank, the tied Proposals will each receive the highest score they otherwise would have received in the absence of the other Proposal. This is to ensure that no Design-Build Entity is prejudiced by a tie.

- d. Tie Breaker. In the event of a tie in the total number of points awarded to Design-Build Entities, the Proposal that, in the District's sole discretion, is determined to provide a superior design and construction solution with regard to sustainability, efficiency, and environmentally-friendly materials, systems and processes as compared to the other Proposal(s) receiving a tied score, shall be considered to provide the Best Value to the District.
23. **RIGHT TO REJECT PROPOSALS.** District may reject any and all Proposals and waive any informalities or minor irregularities in the Proposals at its sole discretion. District also reserves the right, in its discretion, to reject any or all Proposals and to re-issue a new Request for Proposal for the Project. District reserves the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Proposals, request other Proposals and to reject the Proposal of any Design-Build Entity if District believes that it would not be in the best interest of the District to make an award to that Design-Build Entity, whether because the Proposal is not responsive or the Design-Build Entity is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive informalities, inconsequential deviations or minor irregularities to the fullest extent permitted by law. For purposes of this paragraph, an unbalanced Proposal is one having nominal prices for some work items and enhanced prices for other work items.
24. **PROPOSAL EVALUATION LETTER AND NOTICE OF RECOMMENDATION TO AWARD.** Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive Design-Build Entities based on the paragraph 22 evaluation factors, from most advantageous to least advantageous to the District. District shall announce its findings and District staff recommendation to award the Contract for the Project by electronically mailing notification to the Design-Build Entities who submitted Proposals for this Project.
25. **PROPOSAL PROTEST.** Any Proposal Protest must be submitted in writing to the District's main office before 5:00 p.m., no later than the fifth calendar day following notification to Design-Build Entities. Any Proposal Protest received after the deadline as described herein shall be deemed null and void.
- a. The initial Protest document must contain a complete statement of the basis for the Protest.
  - b. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Design-Build Entity's Proposal (or with regard to any other Design-Build Entity's Proposal).
  - c. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party. The protesting party must be a prequalified Design-Build Entity who submitted a Proposal.
  - d. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Design-Build Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.

## REQUEST FOR PROPOSAL

- e. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Build Entity's sole and exclusive remedy in the event of Proposal Protest. The Design-Build Entity's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Design-Build Entity may not rely on a Protest submitted by another Design-Build Entity, but must timely pursue its own Protest.
26. **ANNOUNCEMENT OF AWARD.** District shall publicly announce the award of the Contract for the Project by issuing Document 00 51 00 (Notice of Award), and by posting Document 00 51 00 on District's web site and by electronically mailing it to all parties who requested that the District provide such notice. The Notice of Award shall include all of the following: (1) the Design-Build Entity to whom the award is made; (2) the successful Design-Build Entity's price Proposal and its overall combined rating on the Request for Proposal evaluation factors; (3) the successful Design-Build Entity's ranking in relation to all other responsive Design-Build Entities and their respective price Proposals; (4) a summary of District's rationale for the contract award; and (5) any other item the District may elect.
27. **POST-NOTICE OF AWARD REQUIREMENTS.**
- a. After Notice of Award, the successful Design-Build Entity must submit the following documents to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the Notice of Award. Execution of the Contract is dependent upon approval of these documents:
- 1) Document 00 52 00 (Agreement for Design Build Services): To be executed by the successful Design-Build Entity. Submit four (4) copies, each bearing all required original signatures.
  - 2) Document 00 61 00 (Construction Performance Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 61 00 (Construction Performance Bond).
  - 3) Document 00 62 00 (Construction Labor and Material Payment Bond): To be executed by successful Design-Build Entity and surety, in the amount set forth in Document 00 62 00 (Construction Labor and Material Payment Bond).
  - 4) Document 00 65 36 (Guaranty): To be executed by successful Design-Build Entity, in the form set forth in Document 00 65 36 (Guaranty).
  - 5) Insurance forms, documents, certificates and endorsements required by Document 00 73 17 (Insurance).
  - 6) Any other item specified in Document 00 51 00 (Notice of Award).
- b. District shall have the right to confirm the performance bond by communicating directly with the performance bond surety proposed by the selected Design-Build Entity. Sureties must be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals must be duly licensed to do business in the State of California and must have an A.M. Best Company financial rating of A-VII or better.
28. **FAILURE TO EXECUTE AND DELIVER DOCUMENTS.** If the Design-Build Entity to whom the Contract is awarded fails or neglects to execute and deliver all required Contract Documents and file all required bonds, insurance certificates and other documents within ten (10) calendar days after such Award, District may, in its sole discretion, deposit the Design-Build Entity's surety bond, cashier's check or certified check for collection, and retain the proceeds as liquidated damages for Design-Build Entity's failure to enter

## REQUEST FOR PROPOSAL

into the Contract Documents. The Design-Build Entity agrees that calculating the damages District may suffer as a result of the Design-Build Entity's failure to execute and deliver all required Contract Documents and other required documents would be extremely difficult and impractical and that the amount of the Design-Build Entity's required Proposal security shall be the agreed and presumed amount of District's damages.

### 29. PUBLIC RECORDS ACT REQUESTS.

- a. Per the Public Records Act, District will make available to the public Design-Build Entity's Proposals (to the extent opened), all correspondence and written questions submitted during the Proposal period, all Proposal submissions opened in accordance with the procedures of this Document 00 11 19, and all subsequent Proposal evaluation information. Any submissions not opened will remain sealed and eventually be returned to the submitter. Except as otherwise required by law, District will not disclose trade secrets or proprietary financial information submitted that has been designated confidential by Design-Build Entity. Any such trade secrets or proprietary financial information that a Design-Build Entity believes should be exempted from disclosure shall be specifically identified and marked as such. Blanket-type identification by designating whole pages or sections shall not be permitted and shall be invalid. The specific information must be clearly identified as such.
- b. Upon a request for records regarding a Proposal, District will notify Design-Build Entity involved within ten Days from receipt of the request of a specific time when the records will be made available for inspection. If the Design-Build Entity timely identifies any "proprietary, trade secret, or confidential commercial or financial" information that Design-Build Entity determines is not subject to public disclosure, and requests District to refuse to comply with the records request, Design-Build Entity shall take all appropriate legal action and defend District's refusal to produce the information in all forums; otherwise, District will make such information available to the extent required by applicable law, without restriction.
- c. All materials included with and Information disclosed in the Proposal and the attendant submissions are the property of District unless Design-Build Entity makes specific reference to data that is considered proprietary. Subject to the requirements in the Public Records Act, reasonable efforts will be made to prevent the disclosure of information except on a need-to-know basis during the evaluation process.

### 30. NA

### 31. CONFORMED PROJECT MANUAL. Following Award of Contract, District may prepare a conformed Project Manual reflecting Addenda issued during bidding, which will, failing objection, constitute the approved Project Manual.

### 32. DEFINITIONS. Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 71 00 (General Conditions) or Specifications Section 01 42 00 (References and Definitions) or Document 00 73 16.13 SEWUP Contractual Provision Mandated (12 02 15 rev).

END OF DOCUMENT

**ACCESS, INDEMNITY AND RELEASE AGREEMENT**

DESIGN-BUILD ENTITY: \_\_\_\_\_ Dated \_\_\_\_\_

DISTRICT: EAST SIDE UNION HIGH SCHOOL DISTRICT

SITE: Education Center

PROJECT: EC Adult Transition Program North

In consideration of the above-referenced District's permitting the undersigned Design-Build Entity ("Design-Build Entity") to have access to, and to conduct investigations, tests and/or inspections on the Site (collectively described herein as "access"), and effective upon such access, Design-Build Entity hereby agrees as follows:

1. To the greatest extent permitted by law, including without limitation California Civil Code Section 2782, Design-Build Entity hereby releases, and shall defend, indemnify and hold harmless District, and its officers, employees, consultants, representatives, and agents, and all other parties having any other interest in the Site, against any claim or liability, including attorney's fees, arising from or relating to any Site-related access, investigation, test, inspection and/or other activity conducted by Design-Build Entity or any of Design-Build Entity's officers, employees, consultants, representatives, and/or agents, regardless of whether claim or liability is caused in part by the negligence of District or by any released and indemnified party.
2. Design-Build Entity hereby waives the provisions of California Civil Code Section 1542 which provides as follows:

A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
3. Design-Build Entity shall repair any damage to the Site or adjacent property resulting from activities authorized hereunder, and shall comply with and be subject to all other requirements and obligations described or referenced in Document 00 31 19 (Geotechnical Data and Existing Conditions).
4. Attached hereto (or to be delivered separately before Design-Build Entity's visit to the Site) is a certificate for comprehensive general liability insurance satisfying the requirements of 00 71 00 (General Conditions).
5. Although this Access, Indemnity and Release Agreement is not a Contract Document (see Document 00 52 00 (Agreement for Design-Build Services)), it shall be fully effective and binding regardless of whether Design-Build Entity submits a Proposal for the subject Project, is awarded a contract for the Project, or otherwise.

**ACCESS, INDEMNITY AND RELEASE AGREEMENT**

Signatories warrant that they are duly authorized to enter into this Access, Indemnity and Release Agreement on behalf of the Design-Build Entity, and their agreement hereto is indicated by their signatures below:

\_\_\_\_\_ Name of Design-Build Entity

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

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

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

END OF DOCUMENT



## **HAZARDOUS MATERIAL SURVEYS**

### **1. SUMMARY**

- 1.1 This Document 00 21 26 describes hazardous material surveys included with the Contract Documents and use of data therein.

### **2. REPORTS AND INFORMATION**

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

1. *Volume 3: Hazardous Material Specifications Abatement Renovation – Millennium Consulting Associates dated May 10, 2017.*

- 2.2 Design-Build Entities may inspect such documents at:  
<http://www.esuhdsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>

### **3. USE OF DATA AND INFORMATION**

- 3.1 Data and information regarding the locations of hazardous materials were obtained only for use of District and its consultants and Design-Build Entities, for planning and design, and are not part of Contract Documents. Design-Build Entities may rely on this data and information for its general accuracy regarding the locations of potentially hazardous materials relating to the Work.
- 3.2 The District does not warrant and makes no representation regarding the accuracy, completeness or thoroughness of any data or information regarding existing conditions or hazardous materials, including, but not limited to, quantities, characteristics, volumes, structural features, location of Underground Facilities or connections thereto, or any information verifiable by visual inspection. Design-Build Entity represents and agrees that in submitting a Proposal it is not relying on any data or information regarding existing conditions supplied by District.

### **4. INVESTIGATIONS**

- 4.1 Document 00 31 19 (Geotechnical Data, Reference Documents and Existing Conditions) describes access to the Site for investigation. Additionally, any investigation performed by Design-Build Entity to verify hazardous materials/waste conditions must comply with the provisions of Document 00 71 00 (General Conditions), including but not limited to the requirements regarding compliance with all laws, permits, giving of all notices, and indemnification. Design-Build Entity must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests and studies. Design-Build Entities shall also present proof of any additionally required insurance satisfactory to District.

END OF DOCUMENT

**GEOTECHNICAL DATA, REFERENCE DOCUMENTS AND EXISTING  
CONDITIONS**

**1. REPORT AND INFORMATION**

- 1.1 **Existence of Reports and Utility Surveys:** East Side Union High School District, its consultants, and prior contractors may have collected documents providing a general description of the Site and conditions of the Work. These documents may consist of geotechnical reports for and around the Site, contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding Underground Facilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, show existing conditions that Design-Build Entity will have to address as part of its construction planning and operations.
- 1.2 **Inspection of Reports:** Design-Build Entities may inspect geotechnical reports and information regarding existing conditions at the Site. These documents are attached to this document. These reports, documents and other information are not part of the Contract Documents. Nevertheless, by submitting a Proposal, Design-Build Entity accepts full responsibility for reviewing, knowing and understanding the contents of all of these materials.
- 1.3 **Inclusion in Project Manual:** Geotechnical reports may be included in the Project Manual and information regarding existing conditions may also be included in the Project Manual, but neither shall be considered part of the Contract Documents, but rather “for information only.”
- 1.4 **Available Documentation:** The following documentation is compiled into Volume 4: Geotechnical Data, Reference Documents and Existing Conditions, available to Design-Build Entities at: <http://www.esuhdsd.org/Community/Purchasing/Capital-Purchasing/Current-RFQ-RFP-BIDS/index.html>
- A. **Geologic Hazards Evaluation and Geotechnical Engineering Study** –dated (Impending) prepared by Cleary Consultants
  - B. **Campus Topographic Survey and Underground Utility Survey**
    - 1. 12-21-17 Topographic Survey and Underground Utility Survey, prepared by Underwood and Rosenblum
  - C. **As-Built Drawings for Education Center**
    - 1. 1976 EC Original Construction

**2. USE OF INFORMATION ON EXISTING CONDITIONS AND REQUIRED PRE-PROPOSAL INVESTIGATIONS**

- 2.1 Design-Build Entity’s attention is directed to Document 00 71 00 (General Conditions) including but not limited to, its Article 2 “Proposal Period Investigations and Subcontractors” and Article 14 “Modifications of Contract Documents” (Paragraph G “Differing Site Conditions” and Paragraph H “Change Orders Related to Underground Conditions”).

**3. ACCESS TO SITE FOR INVESTIGATIONS**

- 3.1 During the Pre-Proposal, the District will provide each Design-Build Entity access to the site to conduct such examinations, investigations, explorations, tests, and studies, as each Design-Build Entity deems necessary for submission of a Proposal. Design-Build Entities must fill all holes and clean up and restore the Site to its former conditions upon completion of such explorations, investigations, tests, and studies. Such investigations may be performed only under the provisions of Document 00 11 19 (Request for Proposals) and Document 00 71 00 (General Conditions) including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such investigation work. Each Design-Build Entity

**GEOTECHNICAL DATA, REFERENCE DOCUMENTS AND EXISTING  
CONDITIONS**

shall supply all equipment required to perform any investigations as each Design-Build Entity deems necessary. District has the right to limit the number of pieces of machinery operating at one time due to safety concerns.

END OF DOCUMENT

**PROPOSAL FORM**

To be submitted by the time and date specified in Document 00 11 19 (Request for Proposals), paragraph 1.

**TO THE HONORABLE BOARD OF TRUSTEES OF THE EAST SIDE UNION HIGH SCHOOL DISTRICT:**

**THIS PROPOSAL IS SUBMITTED BY:** \_\_\_\_\_.

1. The undersigned Design-Build Entity proposes and agrees, if this Proposal is accepted, to enter into an agreement with EAST SIDE UNION HIGH SCHOOL DISTRICT, a public entity (“**District**”) in the form included in the Contract Documents, Document 00 52 00 (Agreement for Design-Build Services), to perform and furnish all Work specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Proposal and in accordance with all other terms and conditions of the Contract Documents.
2. The Design-Build Entity accepts all of the terms and conditions of the Contract Documents and the Notice to Prequalified Design-Build Entities and Request for Proposals, including without limitation, those dealing with the disposition of Proposal security. This Proposal will remain subject to acceptance for ninety (90) calendar days after the day of Proposal opening, unless a greater period is authorized by the Board, and may not be withdrawn during that time period. The Design-Build Entity will sign and submit the Agreement, bonds and other documents required by Document 00 11 19 (Request for Proposal) by the time and in the manner set forth in Document 00 11 19 (Request for Proposal).
3. In submitting this Proposal, the Design-Build Entity represents that:

- (a) Design-Build Entity has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

| Addendum No. | Addendum Date | Signature of Design-Build Entity |
|--------------|---------------|----------------------------------|
| Addendum 1   |               |                                  |
| Addendum 2   |               |                                  |
| Addendum 3   |               |                                  |
| Addendum 4   |               |                                  |

**(Attach additional pages if necessary)**

- (b) Design-Build Entity has visited the Site and performed tasks, reviews, examinations, and analysis and given notices, regarding the Project and the Site, as set forth in Section 00 52 00 (Agreement for Design-Build Services), Article 5 (Design-Build Entity’s Representations and Warranties).

Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Design-Build Entity.

4. Based on the foregoing, Design-Build Entity proposes and agrees to fully perform the Work within the time

**PROPOSAL FORM**

stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Proposal Schedule:

**Schedule of Proposal Prices**

All Proposal items must be filled in completely. Proposal items are described in Document 01 10 00 (Summary of Work) and Document 01 10 01 (Summary of Work – Programming and Design Services). Quote in numerals only. Provide bid numbers on an attachment as required. Sub-Total amounts must add up to the Stipulated Sum of **\$5,000,000**. Design-Build Entity to utilize the format of Appendix 2 – Proposal Form Project Cost Breakdown to provide supplemental detail on Proposal Prices.

|                                  |                                   |  |
|----------------------------------|-----------------------------------|--|
|                                  | EC Adult Transition Program North |  |
| Design Services                  |                                   |  |
| Construction                     |                                   |  |
| Sub-Total                        |                                   |  |
| <b>Grand Total of Sub-Totals</b> | <b>\$5,000,000</b>                |  |

**(a) Exceptions to the Request for Proposal**

If Design-Build Entity finds it cannot meet the requirements of the Request for Proposals, the Design-Build Entity may include Exceptions to the Request for Proposals. Exceptions shall be indicated by listing the exception herein below and providing a detailed description of the scope of the exception. The Design-Build Entity shall also submit an Unsolicited Alternate corresponding to the exception indicating the additional cost and/or time extension to remove the Exception. In the event the Design-Build Entity's Exception is to the Contract Time only, indicate the Cost to remove the Exception to the Contract Time. If Design-Build Entity finds that it can meet the requirements of the Request for Proposals for a Base Total Fixed Price less than the amount stipulated by the District, it may list the deductive cost below as an exception. Exceptions to other Contract Terms and the General Conditions shall not be submitted.

| <b>Listing of Exceptions to the Request for Proposals<br/>(Add rows if needed)</b> |  |
|------------------------------------------------------------------------------------|--|
| A.                                                                                 |  |
| B.                                                                                 |  |
| C.                                                                                 |  |
| D.                                                                                 |  |
| E.                                                                                 |  |
| F.                                                                                 |  |
| G.                                                                                 |  |

Provide a description of each Exception on the Exception Form on the following page. (Each Exception requires a separate Exception Form).

**PROPOSAL FORM**

| <b>Exception Form</b>                                                                          |                |
|------------------------------------------------------------------------------------------------|----------------|
| <b>Exception No. (A, B, C, etc.)</b>                                                           |                |
| <b>Section(s) of the Request for Proposal to which the Design-Build Entity takes exception</b> |                |
| <b>Description of Exception to the Request for Design-Build Proposals</b>                      |                |
|                                                                                                |                |
| <b>Price to remove this Exception to Design-Build Entity's Proposal</b>                        | \$             |
|                                                                                                | <b>Dollars</b> |
| <b>Contract Time <i>Extension</i> Required to remove this Exception</b>                        | <b>Days</b>    |
| <b>Contract Time <i>Reduction</i> Required to remove this Exception</b>                        | <b>Days</b>    |

**PROPOSAL FORM****(b) Unsolicited Alternates to the Request for Proposal**

Design-Build Entity may offer alternates to the requirements of the Request for Proposal or to its Proposal by listing the alternative herein below and providing a detailed description of the scope of the unsolicited alternate on the Unsolicited Alternate Form.

| <b>Listing of Unsolicited Alternates to the Request for Proposals<br/>(Add rows if needed)</b> |  |
|------------------------------------------------------------------------------------------------|--|
| UA 1                                                                                           |  |
| UA 2                                                                                           |  |
| UA 3                                                                                           |  |
| UA 4                                                                                           |  |
| UA 5                                                                                           |  |
| UA 6                                                                                           |  |
| UA 7                                                                                           |  |

**PROPOSAL FORM**

Provide a description of each Unsolicited Alternate on the Unsolicited Alternate Form on the following page. (Each Unsolicited Alternate requires a separate Unsolicited Alternate Form).

| <b>Unsolicited Alternate Form</b>                                                                                        |                |
|--------------------------------------------------------------------------------------------------------------------------|----------------|
| <b>Unsolicited Alternate No.<br/>(UA 1, UA 2, etc.)</b>                                                                  |                |
| <b>Section(s) of the Request for Proposal<br/>to which the Design-Build Entity<br/>offers this Unsolicited Alternate</b> |                |
| <b>Description of Unsolicited Alternate to the Request for Proposals</b>                                                 |                |
|                                                                                                                          |                |
| <b>Price to add this Unsolicited Alternate to<br/>Design-Build Entity's Proposal</b>                                     | \$             |
|                                                                                                                          | <b>Dollars</b> |
| <b>Contract Time <i>Extension</i> Required to add this<br/>Unsolicited Alternate</b>                                     | <b>Days</b>    |
| <b>Contract Time <i>Reduction</i> Required to add this<br/>Unsolicited Alternate</b>                                     | <b>Days</b>    |



**PROPOSAL FORM**

5. The undersigned understands that District reserves the right to reject this Proposal, or all Proposals, in its sole discretion.
6. If written notice of the acceptance of this Proposal, referred to as the Notice of Award, is mailed or delivered to the undersigned Proposal holder within the time described in Section 2 above or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 11 19 (Request for Proposal) including, but not limited to, Document 00 52 00 (Agreement for Design-Build Services), Document 00 61 00 (Construction Performance Bond), Document 00 62 00 (Construction Labor and Material Bond), and insurance certificates, all within the time and in the manner specified in Document 00 11 19 (Request for Proposal).
7. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.
8. A bid bond by an admitted surety insurer on the form provided by the District, cash, a certified check or cashier's check from a responsible bank in the United States, or a corporate surety bond furnished by a surety authorized to do surety business in the State of California, of not less than ten percent of the amount specified in Document 00 41 00 (Proposal Form), paragraph 13, payable to "East Side Union High School District".
9. The undersigned agrees to commence work under the Contract Documents on the date established by Document 00 71 00 (General Conditions) and to complete all work within the time specified in Document 00 52 00 (Agreement for Design-Build Services).
10. The undersigned agrees that, in accordance with Document 00 71 00 (General Conditions), liquidated damages for failure to complete all Work under the Contract Documents within the time specified in Document 00 52 00 (Agreement for Design-Build Services) shall be as set forth in Document 00 52 00 (Agreement for Design-Build Services).
11. The undersigned acknowledges receipt of Document 00 73 16.13 describing the OCIP Insurance Program the District is implementing in connection with the Project and the Work. The undersigned represents as follows:
  - a. The insurance coverages to be provided by the OCIP have been understood by the undersigned.  
Initials\_\_\_\_\_
  - b. As required by document 00 73 16.13, the cost of the insurance coverages to be provided by the OCIP has been excluded from the Base Bid. Initials\_\_\_\_\_
  - c. The undersigned is able to substantiate, upon award of the contract, the insurance costs excluded from the Base Bid. Initials\_\_\_\_\_

**PROPOSAL FORM**

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

(IMPORTANT NOTICE: If Design-Build Entity or other interested person (including any partner or joint venturer of any partnership or joint venture Design-Build Entity, respectively) is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Design-Build Entity or other interested person is an individual, give first and last names in full).

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Licensed in accordance with an act for the registration of Design Build Entities, and with license number:

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[Name of Design-Build Entity]

By: 

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Title: 

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NOTE: If the Design-Build Entity is a corporation, set forth the legal name of the corporation together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If the Design-Build Entity is a partnership, set forth the name of the firm together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership. All signer(s) represent and warrant that they are authorized to sign this Proposal on behalf of Design-Build Entity.

Business Address:

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Telephone Number:

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Email Address:

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Date of Proposal:

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DOCUMENT 00 41 00

**PROPOSAL FORM**

END OF DOCUMENT

**LIFE CYCLE COST ANALYSIS DATA**

To Be Submitted with Design-Build Entity's Proposal

1. District requires Design-Build Entity to provide the following life cycle cost data, to facilitate District's life cycle cost analysis. Use twenty-five (25) years as the life cycle period.
  - a. Initial Costs – Design and Construction Costs
  - b. Energy/Water Costs
  - c. Non-energy Operation, Maintenance, and Repair Costs
  - d. Replacement Costs
  - e. Non-Monetary Benefits or Costs
  
2. **Initial Cost Data:** Initial costs include capital investment costs for permanent and temporary design and construction, or renovation, and for equipment needed to operate a facility provided by Design-Build Entity.

| Facility  | Initial Cost | Comments |
|-----------|--------------|----------|
| ATP North |              |          |
|           |              |          |
|           |              |          |

3. **Energy and Water Cost Data:**
  - a. Energy usage: Provide annual electricity and gas usage required to operate proposed facilities, in kwh and BTU's. Assume operation schedules of 10 hours per day, 6 days per week, 11 months per year. District procures energy at fixed rates with no time of day constraints; for the purpose of this LCCA, do not provide time of day information.
  - b. Water usage: Provide annual water usage required to operate proposed facilities, in CCFs.

| Facility  | Annual Electrical Consumption | Annual Gas Consumption | Annual Water Consumption | Comments |
|-----------|-------------------------------|------------------------|--------------------------|----------|
| ATP North |                               |                        |                          |          |
|           |                               |                        |                          |          |
|           |                               |                        |                          |          |

4. **Non-Energy Operation, Maintenance, and Repair Costs**
  - a. Provide annualized costs. Use Description column to fully delineate the types of chemicals and maintenance tasks/frequencies.

**LIFE CYCLE COST ANALYSIS DATA**

|                                  | <b>Cost</b> | <b>Description</b> |
|----------------------------------|-------------|--------------------|
| ATP North<br>Operating<br>Costs  |             |                    |
| Building<br>Maintenance<br>Costs |             |                    |
| Repair Costs                     |             |                    |
|                                  |             |                    |
| Operating<br>Costs               |             |                    |
| Maintenance<br>Costs             |             |                    |
| Repair Costs                     |             |                    |

- 5. Replacement Costs:** Use the same sources that provide cost estimates for initial investments to obtain estimates of replacement costs and expected useful lives.
- Use the same cost as of the base date. District will escalate base-year amounts to their future value at time of occurrence.
  - Identify individual systems or components to be replaced as a unique entry in the table (e.g., "HVAC", "plumbing", "HVAC controls", "lighting", "roofing"). Add more rows as needed.

| <b>System or<br/>Component<br/>Needing<br/>Replacement</b> | <b>Replacement<br/>Costs</b> | <b>Replacement<br/>Year</b> | <b>Comments</b> |
|------------------------------------------------------------|------------------------------|-----------------------------|-----------------|
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |
|                                                            |                              |                             |                 |

**LIFE CYCLE COST ANALYSIS DATA**

**6. Other Costs**

- a. Finance charges and taxes: Do not include.
- b. Non-monetary benefits or costs: Non-monetary benefits or costs are project-related effects for which there is no objective way of assigning a dollar value. Examples of non-monetary effects may be the benefit derived from a particularly quiet mechanical system or from an expected, but hard-to-quantify productivity gain due to strategic design. By their nature, these effects are external to the LCCA, but if they are significant they should be considered in the final investment decision and included in the project documentation.
- c. Identify individual systems or components with non-monetary benefits or costs as a unique entry in the table. Add more rows as needed.

| System or Component | Non-Monetary Benefit or Cost | Comments |
|---------------------|------------------------------|----------|
|                     |                              |          |
|                     |                              |          |
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END OF DOCUMENT

**Appendix 2 to 00 41 00 Proposal Form  
Project Cost Breakdown**

| Appendix 2 - Proposal Form Project Cost Breakdown |                                                          |      |          |           |            |                |
|---------------------------------------------------|----------------------------------------------------------|------|----------|-----------|------------|----------------|
| (2014 CS)<br>MasterFormat                         | Item Description                                         | Unit | Quantity | Unit Cost | Total Cost | Breakout Costs |
|                                                   | GMP/Pre-Schematics through Schematic Design              | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Schematic Design through Design Development              | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Design Development through Construction Documents        | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Construction Documents through DSA Submittal             | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Construction Administration                              | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Punch list, Closeout, DSA Submission and Approval        | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Subtotal                                                 |      |          |           | \$0.00     |                |
| 010000                                            | General Requirements / General Conditions                | LS   | 0        | \$0.00    | \$0.00     |                |
|                                                   | Project Manager                                          | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Project Superintendent                                   | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Foreman                                                  | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Clerical                                                 | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Safety Officer / Coordinator                             | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Vehicles                                                 | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Trailer                                                  | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Communications                                           | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Office Equipment / Supplies                              | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Security                                                 | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Temporary Utilities                                      | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Site Cleaning                                            | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Toilets                                                  | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Mobilization / Layout (no more than 1%)                  | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Layout                                                   | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Fencing / Barricades                                     | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Dust Control                                             | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Waste Disposal                                           | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Count/City/Etc. Fees                                     | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Submittals, shop drawings (no more than 3%)              | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Close-out Documentation (not less than 5%)               | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Testing                                                  | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Punch list                                               | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Clean Up                                                 | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Miscellaneous                                            | LS   | 0        | \$0.00    |            | \$0.00         |
|                                                   | Subtotal                                                 |      |          |           | \$0.00     |                |
|                                                   | (Add all subdivisions as required for detailed pricing)  |      |          |           |            |                |
| 020000                                            | Demolition and Site Clearing                             | SF   | 0        | \$0.00    | \$0.00     |                |
| 030000                                            | Concrete                                                 | SF   | 0        | \$0.00    | \$0.00     |                |
| 033660                                            | Chemically Stained Concrete Floor                        | SF   | 0        | \$0.00    |            | \$0.00         |
| 040000                                            | Masonry                                                  | LS   | 0        | \$0.00    | \$0.00     |                |
| 050000                                            | Metals                                                   | LS   | 0        | \$0.00    | \$0.00     |                |
| 055000                                            | Metal Fabrications                                       | LS   | 0        | \$0.00    |            | \$0.00         |
| 055110                                            | Metal Stairs                                             | LS   | 0        | \$0.00    |            | \$0.00         |
| 055200                                            | Handrails and Railings                                   | LF   | 0        | \$0.00    |            | \$0.00         |
| 060000                                            | Wood, Plastics & Composites                              | LS   | 0        | \$0.00    | \$0.00     |                |
| 061000                                            | Rough Carpentry                                          | LS   | 0        | \$0.00    | \$0.00     |                |
| 062000                                            | Finish Carpentry                                         | LS   | 0        | \$0.00    | \$0.00     |                |
| 064116                                            | Woodwork - Casework                                      | LF   | 0        | \$0.00    |            | \$0.00         |
| 070000                                            | Thermal & Moisture Protection                            | LS   | 0        | \$0.00    | \$0.00     |                |
| 074111                                            | Metal Roof Panels                                        | SF   | 0        | \$0.00    |            | \$0.00         |
| 074112                                            | Metal Wall and Soffit Panels                             | SF   | 0        | \$0.00    |            | \$0.00         |
| 080000                                            | Openings; Doors & Windows                                | LS   | 0        | \$0.00    | \$0.00     |                |
| 085113                                            | Aluminum Windows                                         | SF   | 0        | \$0.00    |            | \$0.00         |
| 090000                                            | Finishes                                                 | LS   | 0        | \$0.00    | \$0.00     |                |
| 092400                                            | Portland Cement Plastering                               | SF   | 0        | \$0.00    |            | \$0.00         |
| 093013                                            | Ceramic Tiling                                           | SF   | 0        | \$0.00    |            | \$0.00         |
| 096510                                            | Resilient Floor Tile                                     | SF   | 0        | \$0.00    |            | \$0.00         |
| 096800                                            | Carpeting                                                | SF   | 0        | \$0.00    |            | \$0.00         |
| 096723                                            | Resinous Flooring                                        | SF   | 0        | \$0.00    |            | \$0.00         |
| 097200                                            | Vinyl-Coated Fabric Wall Covering and Trackable Surfaces | SF   | 0        | \$0.00    |            | \$0.00         |
| 100000                                            | Specialties                                              | LS   | 0        | \$0.00    | \$0.00     |                |
| 101010                                            | Visual Display Surfaces                                  | SF   | 0        | \$0.00    |            | \$0.00         |
| 110000                                            | Equipment                                                | LS   | 0        | \$0.00    | \$0.00     |                |
| 120000                                            | Furnishings                                              | LS   | 0        | \$0.00    | \$0.00     |                |
| 124920                                            | Horizontal Louver Blinds                                 | SF   | 0        | \$0.00    |            | \$0.00         |
| 130000                                            | Special Construction                                     | LS   | 0        | \$0.00    | \$0.00     |                |
| 140000                                            | Conveying Systems & Equipment                            | LS   | 0        | \$0.00    | \$0.00     |                |
| 142400                                            | Hydraulic Elevator                                       | LS   | 0        | \$0.00    |            | \$0.00         |
| 210000                                            | Fire Suppression                                         | LS   | 0        | \$0.00    | \$0.00     |                |
| 220000                                            | Plumbing                                                 | LS   | 0        | \$0.00    | \$0.00     |                |
| 224000                                            | Plumbing Fixtures                                        | LS   | 0        | \$0.00    |            | \$0.00         |
| 230000                                            | HVAC                                                     | LS   | 0        | \$0.00    | \$0.00     |                |
| 230900                                            | Instrumentation and Control for HVAC                     | LS   | 0        | \$0.00    |            | \$0.00         |
| 238115                                            | Packaged Gas/Electric Air Conditioning Unit              | EA   | 0        | \$0.00    |            | \$0.00         |
| 238119                                            | Self-Contained Air-Conditioning Unit                     | EA   | 0        | \$0.00    |            | \$0.00         |
| 238126                                            | Split System Heat Pump, Ductless Air Conditioning Units  | EA   | 0        | \$0.00    |            | \$0.00         |
| 260000                                            | Electrical                                               | LS   | 0        | \$0.00    | \$0.00     |                |
| 265000                                            | Lighting - Interior                                      | EA   | 0        | \$0.00    |            | \$0.00         |
| 265000                                            | Lighting - Exterior                                      | EA   | 0        | \$0.00    |            | \$0.00         |
| 270000                                            | Communications                                           | LS   | 0        | \$0.00    | \$0.00     |                |
| 273200                                            | Structured Telecom System                                | LS   | 0        | \$0.00    |            | \$0.00         |
| 275113                                            | Paging and Clock System                                  | LS   | 0        | \$0.00    |            | \$0.00         |
| 280000                                            | Safety & Security                                        | LS   | 0        | \$0.00    | \$0.00     |                |
| 280500                                            | Security System                                          | LS   | 0        | \$0.00    |            | \$0.00         |
| 283100                                            | Fire Detection and Alarm                                 | LS   | 0        | \$0.00    |            | \$0.00         |

**Appendix 2 to 00 41 00 Proposal Form  
Project Cost Breakdown**

|        |                                                                                          |    |   |        |               |        |
|--------|------------------------------------------------------------------------------------------|----|---|--------|---------------|--------|
| 310000 | Earthwork                                                                                | LS | 0 | \$0.00 | \$0.00        |        |
| 320000 | Exterior Improvements                                                                    | LS | 0 | \$0.00 | \$0.00        |        |
| 321216 | Asphalt Paving                                                                           | SF | 0 | \$0.00 |               | \$0.00 |
| 321313 | Concrete Paving                                                                          | SF | 0 | \$0.00 |               | \$0.00 |
| 323113 | Chain Link Fences and Gates                                                              | LF | 0 | \$0.00 |               | \$0.00 |
| 328000 | Irrigation                                                                               | LS | 0 | \$0.00 |               | \$0.00 |
| 329000 | Planting                                                                                 | LS | 0 | \$0.00 |               | \$0.00 |
|        | <b>Subtotal</b>                                                                          |    |   |        | <b>\$0.00</b> |        |
|        | Bonds                                                                                    | LS | 0 | \$0.00 | \$0.00        |        |
|        | Insurance (Abatement/Demo)                                                               | LS | 0 | \$0.00 | \$0.00        |        |
|        | Overhead & Profit                                                                        | LS | 0 | \$0.00 | \$0.00        |        |
|        | DSA Fees                                                                                 | LS | 0 | \$0.00 | \$0.00        |        |
|        | City Permits and Fees Allowance (not used)                                               | LS | 0 | \$0.00 | \$0.00        |        |
|        | Owner Controlled Allowance for FF&E (not used)                                           | LS | 0 | \$0.00 | \$0.00        |        |
|        | Owner Controlled Allowance for Additional Scope (2.75% of subtotal)                      | LS | 0 | \$0.00 | \$0.00        |        |
|        | Owner Controlled Allowance for Unforeseen Conditions (1.25% of subtotal)                 | LS | 0 | \$0.00 | \$0.00        |        |
|        | District Requested Allowances or Project Savings (from table below)                      | LS | 0 | \$0.00 | \$0.00        |        |
|        | DBE Proposed Allowances or Project Savings (from table below)                            | LS | 0 | \$0.00 | \$0.00        |        |
|        | <b>Project Cost (Preliminary - Must not exceed \$5,000,000)</b>                          |    |   |        | <b>\$0.00</b> |        |
|        | <b>OWNER Proposed Additive or Deductive Alternate or Value Engineering Scopes</b>        |    |   |        |               |        |
| 1.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 2.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 3.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 4.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 5.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 6.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
|        | <b>DBE Proposed Additive or Deductive Alternate or Value Engineering Scopes</b>          |    |   |        |               |        |
| 1.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 2.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 3.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 4.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 5.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
| 6.     |                                                                                          | 0  | 0 | \$0.00 | \$0.00        |        |
|        | <b>Project Cost including all Alternates (Preliminary - Must not exceed \$5,000,000)</b> | LS | - |        | <b>\$0.00</b> |        |



**BOND ACCOMPANYING PROPOSAL**

**(Note: If Design-Build Entity is providing a bid bond as its bid security, Design-Build Entity must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, \_\_\_\_\_ as Principal ("Principal"),

and \_\_\_\_\_ as Surety ("Surety"),  
a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_  
and authorized to do business as a surety in the State of California, are held and firmly bound  
unto the East Side Union High School District ("District") of Santa Clara County, State of  
California as Oblige, in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) lawful money of the United States of America, for the payment of which  
sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted  
a Proposal to the District for all Work specifically described in the accompanying Proposal; now,  
therefore, if the Principal is awarded the Contract and, within the time and manner required  
under the Contract Documents, after the prescribed forms are presented to Principal for  
signature, enters into a written contract, in the prescribed form in accordance with the Proposal,  
and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment  
for labor and materials as required by law, and meets all other conditions to the contract between  
the Principal and the Oblige becoming effective, or if the Principal shall fully reimburse and  
save harmless the Oblige from any damage sustained by the Oblige through failure of the  
Principal to enter into the written contract and to file the required performance and labor and  
material bonds, and to meet all other conditions to the Contract between the Principal and the  
Oblige becoming effective, then this obligation shall be null and void; otherwise, it shall be and  
remain in full force and effect. The full payment of the sum stated above shall be due  
immediately if Principal fails to execute the Contract within ten (10) calendar days of the date of  
the District's Notice of Award to Principal.

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

**BOND ACCOMPANYING PROPOSAL**

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

If the District awards the Proposal, the security of unsuccessful Design-Build Entity(s) shall be returned within sixty (60) calendar days from the time the award is made. Unless otherwise required by law, no Design-Build Entity may withdraw its Proposal for sixty (60) calendar days after the date of the Proposal opening.

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

**(Affix Corporate Seal)**

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

**(Affix Corporate Seal)**

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Design-Build Entity must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.**

END OF DOCUMENT

**SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS**  
**TO BE EXECUTED BY ALL DESIGN-BUILD ENTITIES AND SUBMITTED**  
**WITH PROPOSAL**

The undersigned Design-Build Entity represents that, if awarded the Contract, the items of major equipment and materials specified below will be supplied by the manufacturers or suppliers specified below. By so indicating, Design-Build Entity warrants that the equipment and materials manufacturer and/or supplied by the named manufacturer or supplier will be provided on the Project.

Design-Build Entity should modify this form as needed to conform to its Proposal. Fields may be added under each CSI Division as necessary to provide adequate detail of major equipment and material suppliers. If a Division or subdivision is shown but is not relevant to Design-Build Entity's Proposal, please so indicate by stating "n/a" (not applicable) in lieu of striking the Division or subdivision listing.

When a specific model is known at the time of Proposal, please attach a catalog cut sheet of the item.

**Design-Build Entity:** \_\_\_\_\_

| <b>Item</b>                                                     | <b>Manufacturer or Supplier</b> | <b>Model Number (if known)</b> |
|-----------------------------------------------------------------|---------------------------------|--------------------------------|
| DIVISION 03 – CONCRETE                                          |                                 |                                |
| DIVISION 07 – THERMAL AND MOISTURE PROTECTION                   |                                 |                                |
| DIVISION 08 – OPENINGS                                          |                                 |                                |
| DIVISION 09 – FINISHES                                          |                                 |                                |
| DIVISION 11 – EQUIPMENT                                         |                                 |                                |
| DIVISION 12 – FURNISHINGS                                       |                                 |                                |
| DIVISION 13 – SPECIAL CONSTRUCTION                              |                                 |                                |
| DIVISION 21 – FIRE SUPPRESSION                                  |                                 |                                |
| DIVISION 22 – PLUMBING                                          |                                 |                                |
| DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC) |                                 |                                |
| DIVISION 25 – INTEGRATED AUTOMATION                             |                                 |                                |
| DIVISION 26 – ELECTRICAL                                        |                                 |                                |
| DIVISION 27 – COMMUNICATIONS                                    |                                 |                                |
| DIVISION 28 – ELECTRONIC SAFETY AND SECURITY                    |                                 |                                |
| DIVISION 33 – UTILITIES                                         |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |
| OTHER                                                           |                                 |                                |

**SCHEDULE OF MAJOR EQUIPMENT AND MATERIAL SUPPLIERS**  
**TO BE EXECUTED BY ALL DESIGN-BUILD ENTITIES AND SUBMITTED**  
**WITH PROPOSAL**

Design-Build Entity:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

END OF DOCUMENT

**DESIGNATED SUBCONTRACTORS LIST****PROJECT: EC Adult Transition Program North**

Bidder must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Bidder. Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Bidder's total Bid, and that as to any Work that Bidder fails to list, Bidder agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

**DESIGNATED SUBCONTRACTORS LIST**

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**DESIGNATED SUBCONTRACTORS LIST**

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

**Subcontractor Name:** \_\_\_\_\_ **Location:** \_\_\_\_\_

CA Contractor License No. \_\_\_\_\_ Expire date: \_\_\_\_\_

DIR Registration No. \_\_\_\_\_ Expire date: \_\_\_\_\_

Portion of Work: \_\_\_\_\_

PLA Commitment? ☐ Yes

Date: \_\_\_\_\_

Proper Name of Bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DESIGN-BUILD ENTITY CERTIFICATIONS**  
**TO BE EXECUTED BY ALL DESIGN-BUILD ENTITIES AND SUBMITTED WITH PROPOSALS**

**1. CERTIFICATION REGARDING TEAM**

The undersigned Design-Build Entity certifies and affirms to EAST SIDE UNION HIGH SCHOOL DISTRICT, a public entity (“**District**”), that if awarded this contract, the Design-Build Entity intends to prosecute the work with the Engineering Team identified in its Pre-qualification submittal and presented at its Pre-qualification interview and acknowledges that if there are any substitutions to said Engineering Team that are not approved by the District prior to submission of Proposal, they may result in the District’s determination that this Proposal is non-responsive.

**2. CERTIFICATION OF ADEQUACY OF CONTRACT AMOUNT**

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

**3. CERTIFICATION OF SKILLED LABOR FORCE AVAILABILITY**

By my signature hereunder, as the Design-Build Entity, I certify that the Proposer is a party to an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the preceding five years (provided that this graduation requirement shall not apply to programs providing apprenticeship training for any craft that has been deemed by the Department of Labor and the Department of Industrial Relations to be an apprenticeable craft in the five years prior to enactment of Public Contract Code Section 20133), and that attached hereto is a copy of that agreement, which is true and correct and in full force and effect. I also certify willingness and eligibility to participate in the District’s PLA, which will be enforced for the duration of this contract.

**4. CERTIFICATION OF ACCEPTABLE SAFETY RECORD**

**[Please check and/or complete one of the following]**

\_\_\_\_\_ By my signature hereunder, as the Design-Build Entity, I certify that the Proposer’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code.

\_\_\_\_\_ By my signature hereunder, as the Design-Build Entity, except as provided in Appendix 1 – Acceptable Safety Record, consisting of \_\_\_\_\_ pages, attached hereto, I certify that the Proposer’s experience modification rate for the most recent three-year period is an average of 1.00 or less, and its average Total Recordable Injury/Illness rate and average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for its business category or the Proposer is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code . **Proposer must attach an Appendix 1 - Acceptable Safety Record, identifying and explaining all exceptions to this certification, if this item is checked.**



**DESIGN-BUILD ENTITY CERTIFICATIONS**  
**TO BE EXECUTED BY ALL DESIGN-BUILD ENTITIES AND SUBMITTED WITH PROPOSALS**

**5. CERTIFICATION REGARDING MATERIAL CHANGES**

**[Please check and/or complete one of the following]**

\_\_\_\_\_ The undersigned certifies that all information it submitted to the District in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Document, and any modifications, amendments or supplements thereto ("Pre-Qualification Information") remains true and correct in all material respects as of the date of submitting its Proposal.

\_\_\_\_\_ Except as provided on Appendix 2 – Design-Build Entity Material Changes List, consisting of \_\_\_\_\_ pages, attached hereto, the undersigned certifies that all information it submitted to the District in connection with the Pre-Qualification process, including without limitation its Pre-Qualification Document, and any modifications, amendments or supplements thereto ("Statement of Qualification") remains true and correct in all material respects as of the date of submitting its Proposal. **Proposer must include Appendix 2 – Design-Build Entity Material Changes List with its Proposal if this item is checked.**

Design-Build Entity: \_\_\_\_\_  
[Name of Design-Build Entity]

By: \_\_\_\_\_  
[Signature]

Name: \_\_\_\_\_  
[Printed Name]

Its: \_\_\_\_\_  
[Title]

Dated: \_\_\_\_\_

END OF DOCUMENT

**NONCOLLUSION DECLARATION**  
**Public Contracts Code Section 7106**

[illegible]

I am the \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing Proposal. This Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Design-Build Entity has not directly or indirectly induced or solicited any other Design-Build Entity to put in a false or sham Proposal. The Design-Build Entity has not directly or indirectly colluded, conspired, connived, or agreed with any Design-Build Entity or anyone else to put in a sham Proposal, or to refrain from proposing. The Design-Build Entity has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Design-Build Entity or any other Design-Build Entity, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Design-Build Entity. All statements contained in the Proposal are true. The Design-Build Entity has not, directly, or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, Proposal depository, or to any member or agent thereof, to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person, or entity for such purpose. Any person executing this declaration on behalf of a Design-Build Entity that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Design-Build Entity.

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
F26-066-001/F35-066-001, EC Adult Transition  
Program North  
RFP-15-17-18**

**NONCOLLUSION DECLARATION**  
**DOCUMENT 00 45 19-1**

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the East Side Union High School District (hereinafter "District" or "Owner"), whose address is \_\_\_\_\_, California, and \_\_\_\_\_ whose place of business is located at \_\_\_\_\_, ("Design-Build Entity"); and \_\_\_\_\_, a state or federally chartered bank in the state of California, whose place of business is located at \_\_\_\_\_, ("Escrow Agent").

For the consideration hereinafter set forth, District, Design-Build Entity, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Design-Build Entity has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. \_\_\_\_\_ entered into between District and Design-Build Entity for the **EC Adult Transition Program North**, in the amount of \_\_\_\_\_ dated, \_\_\_\_\_, 20\_\_\_\_, (the "Contract"). Alternatively, on written request of Design-Build Entity, District shall make payments of the retention earnings directly to Escrow Agent. When Design-Build Entity deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Design-Build Entity.

Securities shall be held in name of \_\_\_\_\_, and shall designate Design-Build Entity as beneficial owner.

2. District shall make progress payments to Design-Build Entity for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Design-Build Entity until the time that the escrow created under this Escrow Agreement is terminated. Design-Build Entity may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Design-Build Entity shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge to Design-Build Entity an initial one time charge payable when the Escrow Agreements is set up, in the amount of **[\$1,300.00 for Contracts up to 12 months in duration or \$2,500.00 for contracts up to 24 months in duration or \$3,700.00 for contracts up to 36 months in duration]**. For contracts that go beyond the contract time a \$100.00 per month charge will be deducted from each Pay Application.
5. Design-Build Entity shall comply with Public Contract Code Section 22300(d) as to subcontractor rights.
6. With each Pay Application the Design-Build Entity shall submit an Escrow Account Invoice with the following items included:
  - a. On Design-Build Entity Letterhead
  - b. To East Side Union High School District
  - c. Purchase Order Number
  - d. Invoice number
  - e. Project Number and Name
  - f. Original Contract Amount
  - g. Change Orders
  - h. Current Contract Amount
  - i. A Summary of all Pay Application showing Pay Application Number, Payment Amount, Escrow Amount and totals at the bottom
  - j. Amount of Escrow Retention due on the current Pay Application
  - k. To Whom to send the check to, i.e. bank
  - l. Escrow Account Number to Credit
7. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Design-Build Entity and shall be subject to withdrawal by Design-Build Entity at any time and from time to time without notice to District.
8. Design-Build Entity shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Design-Build Entity.

9. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Design-Build Entity as determined solely by District. Upon seven (7) calendar days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
10. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Design-Build Entity has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Design-Build Entity all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
11. Escrow Agent shall rely on written notifications from District and Design-Build Entity pursuant to Paragraphs 7 through 10, inclusive, of this Escrow Agreement and District and Design-Build Entity shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
12. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Design-Build Entity in connection with the foregoing, and exemplars of their respective signatures are as follows:

At the time the Escrow Account is opened, District and Design-Build Entity shall deliver to Escrow Agent a fully executed copy of this Agreement.

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

**ESCROW AGREEMENT FOR  
SECURITY DEPOSITS IN LIEU OF RETENTION**

On behalf of District:

On behalf of Design-Build Entity:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

On behalf of Escrow Agent:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

END OF DOCUMENT

**NOTICE TO PROCEED WITH DESIGN**

Dated: \_\_\_\_\_

TO:           **[name of Design-Build Entity]**  
                 **(Design-Build Entity)**

ADDRESS:    **[address]**

**PROJECT: EC Adult Transition Program North**

Campus:

Phase:

(Add Design-Build Entity name) is hereby notified that the Contract Time under the above Contract will commence to run on \_\_\_\_\_, 2018, for the EC Adult Transition Program North. By that date, you are to start performing your design obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 52 00 (Agreement for Design-Build Services), the date of Substantial Completion of WCO Music, Art and Administration New Building and Central Quad Renovation is **xxxxx** the date of Final Completion is **xxxxx**.

**Before** commencement of Work at the site, Design-Build Entity must:

(presumably supply insurance documents) \_\_\_\_\_

EAST SIDE UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**NOTICE TO PROCEED WITH CONSTRUCTION**

Dated: \_\_\_\_\_

TO:           **[name of Design-Build Entity]**  
              **(Design-Build Entity)**

ADDRESS:   **[address]**

PROJECT:       **EC Adult Transition Program North**

Campus:

Phase:

(Design-Build Entity name) is hereby authorized to start performing your construction obligations under the Contract Documents. In accordance with Paragraph 3.1 of Document 00 52 00 (Agreement for Design-Build Services), the date of Substantial Completion of EC Adult Transition Program North is **xxxxx**, the date of Final Completion is **xxxxx**.

**Before commencement of Work at the site, Design-Build Entity must:**

---

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EAST SIDE UNION HIGH SCHOOL DISTRICT

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT



**NOTICE OF AWARD**

[Date]

To: [Design-Build Entity & address]  
FROM: Governing Board ("Board") of East Side Union High School District  
("District" or Owner")

PROJECT: **F26-066-001/F35-066-001, EC Adult Transition Program North,  
RFP-15-17-18**

Contractor has been awarded the referenced Contract on [\_\_\_\_\_], by action of the District's Board of Trustees.

The Contract Price is **[Write in dollar amount] (\$xxx.xxx00).**

You must comply with the following conditions precedent within **TEN (10)** calendar days of the date of this Notice of Award.

The Design-Build Entity to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10<sup>TH</sup>)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the Proposal as non-responsive.

- a. Agreement for Design-Build Services: To be executed by successful Design-Build Entity. Submit four (4) copies, each bearing an original signature.
- b. Construction Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Construction Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Guaranty

- e. Workers' Compensation Certification.
- f. Designated Subcontractors List.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Appendix A Agreement to Be Bound by District's Project Labor Agreement.
- i. Appendix B Construction Technology Academy by District's Project Labor Agreement
- j. ESUHSD PLA Work Assignment Form.
- k. Certificate of Compliance by District's Project Labor Agreement.
- l. Disabled Veterans' Business Enterprise Participation Certification.
- m. Drug-Free Workplace Certification.
- n. Roofing Project Certification.
- o. Iran Contracting Act Certification.
- p. Hazardous Materials Certification.
- q. Lead-Based Paint Certification.
- r. Imported Materials Certification.
- s. Criminal Background Investigation/Fingerprinting Certification.
- t. Contractor's Safety Plan specifically adapted for the Project.
- u. Tobacco-Free Environment Certification

Failure to comply with these conditions within the time specified will entitle District to consider your Proposal abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

EAST SIDE UNION HIGH SCHOOL DISTRICT

BY: \_\_\_\_\_

NAME: Janice Unger

TITLE: Director, Capital Purchasing & Accounting

END OF DOCUMENT

DOCUMENT 00 51 01

**Notice of Intent To Award Design-Build Contract**

DATE POSTED: [insert date]

RFP NUMBER: **RFP-15-17-18**

PROJECT TITLE: **EC Adult Transition Program North**

**Chris Funk**, the **Superintendent** of the East Side Union High School District, intends to recommend to the Board of Trustees of the East Side Union High School District on [Month Day, Year] the award of the above-referenced Project to **[Name of Design-build Entity]**.

If approved, a formal Notice of Award will be issued.

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

[\_\_\_\_\_] ,

[Name]

[\_\_\_\_\_]

[Title]

END OF DOCUMENT

**AGREEMENT**  
**FOR DESIGN-BUILD SERVICES**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between **INSERT NAME OF DESIGN-BUILD ENTITY** with its place of business at **INSERT DESIGN-BUILD ENTITY ADDRESS**, hereinafter called "Design-Build Entity", and EAST SIDE UNION HIGH SCHOOL DISTRICT, hereinafter called "District".

In consideration of the mutual covenants hereinafter set forth, Design-Build Entity and District agree as follows:

**Article I. Work**

- 1.1 Design-Build Entity shall provide, furnish, and perform all necessary planning, architectural, engineering, and design services procurement, permitting support services, construction, (except those to be provided by District, if any) and all necessary labor, and services (except that testing to be provided by the District) for a complete, operational, and fully functional Project, as further described in Section 01 10 00 Summary of Work. Except with regard to any material to be provided and/or installed by District, Design-Build Entity shall fully commission and turn over a complete, operational, and fully functional Project to District. Without limiting the generality of this Document 00 52 00, Design-Build Entity shall provide the following work and Services:

Design-Build Entity shall provide complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.

- 1.3 Design-Build Entity shall provide, install and complete as specified, and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing (except that testing to be provided by the District), utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including required permanent interconnection for electricity, and any other utilities, and demonstration of fully satisfactory operation of all systems and equipment.
- 1.4 Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design-Build Entity shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.
- 1.5 Design-Build Entity shall obtain, at Design-Build Entity's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, District will be responsible for paying the cost of all District-imposed fees. Design-Build Entity shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or

**AGREEMENT**  
**FOR DESIGN-BUILD SERVICES**

systems.

- 1.6 Design-Build Entity shall provide a warranty of the length identified in the Contract for this Project.
- 1.7 No construction or alteration of any District facility under the Contract Documents shall commence prior to the receipt of the written approval of the plans and specifications, as to the safety of design and construction, from the District, and as required, from the Division of the State Architect.

**Article II. District's Project Manager and Representatives**

- 2.1 District may assign all or part of its rights, responsibilities and duties to a District Project Manager or other representative. District shall inform Design-Build Entity in writing of such assignment and the extent of its representative's authority.
- 2.2 All notices or demands to District under the Contract Documents shall be to District's Representative at:

**East Side Union High School District  
Julio Lucas  
Director of Facilities  
830 North Capitol Avenue, San Jose, CA 95133**

or to such other person(s) and address(es) as District shall provide to Design-Build Entity.

**Article III. Contract Time and Liquidated Damages**

- 3.1 Design-Build Entity shall complete the Work within July 06, 2020 and within the Milestone Schedule in Exhibit A, hereby made part of this Agreement.
- 3.2 Liquidated Damages.  
District and Design-Build Entity recognize that time is of the essence with regard to this Agreement and that District will suffer financial loss in the form of lost revenues, contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified in paragraph 3.1 above plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Paragraph 1.15 of Document 00 71 00 (General Conditions), Design-Build Entity and District agree that because of the complexity of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District caused by a delay in completion of the Work.

Accordingly, District and Design-Build Entity agree that Design-Build Entity shall pay the District liquidated damages in the event that Design-Build Entity fails to meet any agreed upon deadline in the manner described below:

- 3.2.1 If Design-Build Entity shall fail to achieve Substantial Completion of its Work by the date (or dates) specified in Appendix A regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of Two Thousand Dollars (\$2000) per day for each day Design-Build Entity exceeds the Substantial Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Substantial Completion of the portion of the Work subject to the agreed upon Milestone.

**AGREEMENT**  
**FOR DESIGN-BUILD SERVICES**

- 3.2.2 If Design-Build Entity shall fail to achieve Final Completion of the Work by the date so specified in these Contract Documents, Design-Build Entity shall pay District liquidated damages, at the daily rate of One Thousand Dollars (\$1000) per day for each day Design-Build Entity exceeds the Final Completion Date; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.

These measures of liquidated damages shall apply cumulatively, if applicable, and shall be presumed to be, except as provided in Document 00 71 00 (General Conditions), paragraph 15.E the damages suffered by District resulting from delay in completion of the Project.

**Article IV. Contract Sum**

- 4.1 District shall pay the Design-Build Entity the Contract Sum of (insert contract amount in words) dollars (\$ insert contract amount in numerals) for completion of Work in accordance with the Contract Documents.
- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Design-Build Entity, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Design-Build Entity's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

**Article V. Design-Build Entity's Representations and Warranties**

Design-Build Entity makes the following representations and warranties:

- 5.1 Design-Build Entity has visited the Site and has observed the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local conditions. The Design-Build Entity has reviewed all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity. The Design-Build Entity has reviewed all OSHA regulations and warrant that it intends to comply with regulations and employ safety processes and procedures to avoid injury to employees, subcontractors, district staff and all others occupying or visiting the site.
- 5.2 Design-Build Entity has performed its due diligence and fully understands the Scope of Work and the conditions associated with the Work. Design-Build Entity has made all reasonable efforts to obtain all reports, surveys or other documents reflecting exploration and testing of subsurface conditions; and has reviewed all known as-built drawings, drawings or reports showing physical conditions, including Underground Facilities, identified in the Request for Proposal; and has examined all Geotechnical Data and Existing Conditions, including those that may be apparent at the Site. The District has obtained and provided

**AGREEMENT**

**FOR DESIGN-BUILD SERVICES**

to the Design-Build Entity a Geotechnical Investigation of the proposed Project Site. The Design-Build Entity will utilize and rely upon information on subsurface conditions furnished by the District, unless specifically excluded in the Request for Proposal.

- 5.3 Design-Build Entity has obtained and reviewed all such examinations, investigations, explorations, tests, reports and studies referred to in Paragraph 5.2 of this Document 00 52 00 that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or that otherwise may affect the cost, progress, performance or furnishing of Work, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00 71 00 (General Conditions).
- 5.4 Design-Build Entity has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, as-built drawings and actual conditions and that the written resolution Addenda issued by District is acceptable to Design-Build Entity.
- 5.6 Design-Build Entity is duly organized, existing and in good standing under applicable state law, and is duly qualified and licensed (for every business, trade or profession) to conduct business in the State of California.
- 5.7 Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the Contract Documents, and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.
- 5.8 Prior to the District's Issuance of a Notice to Proceed with Construction, the Design-Build Entity will list all Subcontractors performing Work pursuant to the Subcontractor Listing requirements of California Public Contracting Code Section 4104 on Document 00 43 36 Subcontractors List Form and provide a copy thereof to District.

**Article VI. Contract Documents**

- 6.1 The Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, which comprise the entire agreement between District and Design-Build Entity concerning the Work:

Document 00 41 00 Design-Build Entity's Proposal, Dated:  
Document 00 43 25 (Substitution Request Form), Dated:  
Document 00 43 45 (Escrow Agreement for Security Deposit in Lieu of Retention), Dated:  
Document 00 45 19.01 Iran Contracting Act Certification, Dated:  
Document 00 45 23 Workers' Compensation Certification, Dated:  
Document 00 35 39.13 Disabled Veteran Business Enterprise Participation Certification, Dated:  
Document 00 45 46.10 Roofing Project Certification, Dated:  
Document 00 45 52 Drug-Free Workplace Certification, Dated:  
Document 00 45 55 Hazardous Materials Certification, Dated:



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Document 00 45 58 Lead-Based Materials Certification, Dated:  
Document 00 45 61 Imported Materials Certification, Dated:  
Document 00 45 64 Criminal Background Investigation/Fingerprinting Certification, Dated:  
Document 00 45 67 Prevailing Wage and Related Labor Requirements Certification, Dated:  
Document 00 45 70 Tobacco-Free Environment Certification, Dated:  
Document 00 45 75 Certificate of Compliance for Project Labor Agreement, Dated:  
Document 00 50 00 (Notice(s) to Proceed with Design), Dated:  
Document 00 50 01 (Notice(s) to Proceed with Construction), Dated:  
Document 00 51 00 (Notice of Award), Dated:  
Document 00 52 00 (Agreement for Design-Build Services), Dated:  
Document 00 61 00 (Construction Performance Bond), Dated:  
Document 00 62 00 (Construction Labor and Material Payment Bond), Dated:  
Document 00 65 36 (Guaranty), Dated:  
Document 00 71 00 (General Conditions), Dated:  
Document 00 73 00 (Special Conditions), Dated:  
Document 00 73 05 (Supplemental General Conditions – Hazardous Materials), Dated:  
Document 00 73 05 (Supplemental General Conditions – Design Standards), Dated:  
Document 00 73 (Insurance), Dated:  
Division One General Requirements of the Contract  
Final approved Construction Documents (as provided in Section 01 10 01 (Summary of Work – Programming and Design Services)

- 6.2 The documents submitted in the Proposal may include proposed revisions to the Scope of Work, in the form of Exceptions to the RFP, District Requested Alternates, Voluntary Alternates, or Clarifications. The District retains its right to accept Alternates subsequent to executing the Agreement in accordance with the terms set forth in the Request for Proposal.
- 6.3 There are no Contract Documents except those expressly listed in this Document 00 52 00, Article VI. Document 00 31 19 (Geotechnical Data and Existing Conditions), Document 00 21 26 (Hazardous Materials Surveys), and the information supplied through these documents, are not Contract Documents. Contract Documents may only be amended, modified or supplemented as provided in Document 00 71 00 General Conditions.

**Article VII. Miscellaneous**

- 7.1 Except where clearly defined in this Document 00 52 00, the terms used in this Agreement are defined in Document 00 71 00 General Conditions and Section 01 42 00 References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance shall any individual person, signing this Agreement for or on behalf of District, or acting as an employee or representative of District, be deemed individually liable in any way under this Contract, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Design-Build Entity shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing requirements of California Public Contracting Code Section 4107.

**AGREEMENT**

**FOR DESIGN-BUILD SERVICES**

- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, the Design-Build Entity or subcontractor irrevocably offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Design-Build Entity, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations. This information is of public record and can be reviewed at the website of the California Department of Industrial Relations ([www.dir.ca.gov/](http://www.dir.ca.gov/)). Pursuant to Section 1861 of the Labor Code, Design-Build Entity represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Design-Build Entity shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and shall be governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of Santa Clara. Design-Build Entity accepts the claims procedure in Document 00 71 00, Article 12, as established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 7.9 District shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's interests in monitoring and accepting the design as developed and issued by the Design-Build Entity, to the extent consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

**AGREEMENT**

**FOR DESIGN-BUILD SERVICES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date noted below.

“District”

EAST SIDE UNION HIGH SCHOOL DISTRICT, a public  
entity

By: \_\_\_\_\_

\_\_\_\_\_  
Date

“Design-Build Entity”

\_\_\_\_\_  
Name of Design-Build Entity

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## MILESTONE SCHEDULE

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
F26-066-001/F35-066-001, EC Adult Transition  
Program North  
RFP-15-17-18**

DOCUMENT 00 52 00

**AGREEMENT**

**FOR DESIGN-BUILD SERVICES**

END OF DOCUMENT

**CONSTRUCTION PERFORMANCE BOND**  
**(100% of Contract Price)**

**(Note: Design-Build Entities must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the East Side Union High School District, ("District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

**EC Adult Transition Program North**

("Project" or "Contract")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and \_\_\_\_\_ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of \_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its 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 the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

**EAST SIDE UNION HIGH SCHOOL DISTRICT**  
**F26-066-001/F35-066-001, EC Adult Transition**  
**Program North**  
**RFP-15-17-18**

**CONSTRUCTION PERFORMANCE BOND**  
**DOCUMENT 00 61 00-1**

**CONSTRUCTION PERFORMANCE BOND**  
**(100% of Contract Price)**

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**EAST SIDE UNION HIGH SCHOOL DISTRICT**  
**F26-066-001/F35-066-001, EC Adult Transition**  
**Program North**  
**RFP-15-17-18**

**CONSTRUCTION PERFORMANCE BOND**  
**DOCUMENT 00 61 00-2**

DOCUMENT 00 61 00

**CONSTRUCTION PERFORMANCE BOND**  
**(100% of Contract Price)**

**Design-Build Entity must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
F26-066-001/F35-066-001, EC Adult Transition  
Program North  
RFP-15-17-18**

**CONSTRUCTION PERFORMANCE BOND  
DOCUMENT 00 61 00-3**



**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**  
**Design-Build Entity's Labor & Material Bond**  
**(100% of Contract Price)**

**(Note: Design-Build Entities must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the East Side Union High School District, (or "District") and \_\_\_\_\_, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to **EC Adult Transition Program North** ("Project")

which Contract dated \_\_\_\_\_, 20\_\_\_\_, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and \_\_\_\_\_, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, 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 Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

**CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND**  
**Design-Build Entity's Labor & Material Bond**  
**(100% of Contract Price)**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(Affix Corporate Seal)

\_\_\_\_\_  
Principal

\_\_\_\_\_  
By

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

\_\_\_\_\_  
Name of California Agent of Surety

\_\_\_\_\_  
Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of California Agent of Surety

**Design-Build Entity must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.**

END OF DOCUMENT

**GUARANTY**

TO THE EAST SIDE UNION HIGH SCHOOL DISTRICT for design and construction of **EC Adult Transition Program North**

By signing below, Design-Build Entity hereby warrants and guaranties to District all construction performed on this Project, including all material and equipment incorporated therein, as set forth below:

1. Pursuant to this Document 00 65 36, Design-Build Entity agrees to unconditionally guaranty the quality and adequacy of all of Work provided under this Contract including, without limitation, all labor, materials and equipment provided by Design-Build Entity and its Subcontractors (of all tiers) in connection with the Work. The Guaranty provided hereunder shall become effective on the first day following District's issuance of a written Notice of Final Completion of the Project; or where applicable, the Guaranty shall become effective on the first day following Substantial Completion of a specifically defined Phase of the Project; or on such other date as may be specified elsewhere in the Contract Documents; and once effective, the Guaranty shall remain operative and shall bind Design-Builder as further described herein for a period of one (1) year.
2. The District and Design-Build Entity agree that for complex projects of duration longer than one year it will create a mechanism to trigger the start-date of Design-Build Entity's Guaranty so that the Guaranty may become effective in stages as the Project proceeds through various Phases of completion. It is therefore understood that if the terms of this Contract provide for the division of the Work into agreed-upon Phases, with each specific Phase having a distinct schedule and completion date associated therewith; that pursuant to this Document 00 65 36, Design-Build Entity may issue multiple Guaranties, each associated with the completion of a specific Phase of the Project. Each such Guaranty issued pursuant to the terms of this Document 00 65 36 shall be individual and distinct from, and shall operate independently from any other Guaranty issued hereunder. It is agreed that any such Guaranty shall apply only to that Work (or Phase of Work) for which the Notice of Completion has been issued. Each such Guaranty shall become effective and shall remain effective for a one (1) year period following completion of the specified Phase of the Work, as described more fully herein. Its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Design-Build Entity and its Subcontractors of all tiers in connection with the Work.
3. Neither final payment nor use or occupancy of the Work performed by the Design-Build Entity shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Design-Build Entity of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Design-Build Entity shall remedy any defects in the Work and pay for any damage resulting therefrom, which may occur within one year, or longer if specified, from the date of Substantial Completion.
4. If within one year after the date of Substantial Completion (or the Phase of the Work), or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such defective Work. Design-Build Entity shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct, or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

**GUARANTY**

5. Inspection of the Work shall not relieve Design-Build Entity of any of its obligations under the Contract Documents. Even though the Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Design-Build Entity shall, at its own expense, replace or repair any Work found to be defective or otherwise does not comply with the requirements of the Contract Documents.

6. All abbreviations and definitions of terms used in this Guaranty shall have the meanings set forth in the Contract Documents, including without limitation Section 01 42 00 (References and Definitions). This Guaranty is in addition to any other warranties of Design-Build Entity contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Design-Build Entity under the Contract Documents and at law with respect to Design-Build Entity's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Design-Build Entity under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Design-Build Entity.

\_\_\_\_\_  
Design-Build Entity's Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Date

END OF DOCUMENT

**AGREEMENT AND PARTIAL RELEASE OF ANY AND ALL CLAIMS**

This Agreement and Partial Release of Claims (“**Agreement and Release**”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20xx\_ by and between East Side UNION HIGH SCHOOL DISTRICT, a public entity (“**District**”), and \_\_\_\_\_, with its place of business is at \_\_\_\_\_ hereinafter called “**Design-Build Entity**”.

**RECITALS**

1. District and Design-Build Entity entered into a Contract for Proposal No. \_\_\_\_\_ in the County of Santa Clara, State of California.
2. The Work associated with Phase (Design Build entity to define through their schedule) as set forth in the Contract has been completed.

Now, therefore, it is mutually agreed between District and Design-Build Entity as follows:

**AGREEMENT**

3. Design-Build Entity will not be assessed Liquidated Damages with regard to Phase \_\_\_\_ except as detailed below:

Original Contract Sum for Phase \_\_\_\_ \$ \_\_\_\_\_

Modified Contract Sum for Phase \_\_\_\_ \$ \_\_\_\_\_

Payment to Date for Phase \_\_\_\_ \$ \_\_\_\_\_

Liquidated Damages for Phase \_\_\_\_ \$ \_\_\_\_\_

Payment Due Design-Build Entity  
for Phase \_\_\_\_ \$ \_\_\_\_\_

4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design-Build Entity the sum of [ \_\_\_\_\_ ] Dollars and [ \_\_\_\_\_ ] Cents (\$[ \_\_\_\_\_ ]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.
5. Design-Build Entity acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of Work for Phase \_\_\_\_ under the Contract, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design-Build Entity against District and all of its agents, employees, inspectors, assignees and transferees with regard to the Work performed under the Contract for Phase \_\_\_\_, except for the Disputed Claims set forth in Paragraph 6, and continuing obligations described in Paragraph 8, below.
6. The following claims submitted under Document 00 71 00 (General Conditions), 1.12 are disputed

**AGREEMENT AND PARTIAL RELEASE OF ANY AND ALL CLAIMS**

(hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

| <u>Claim No.</u> | <u>Date Submitted</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> |
|------------------|-----------------------|-----------------------------|------------------------|
|------------------|-----------------------|-----------------------------|------------------------|

**[Insert information, including attachment if necessary]**

7. Consistent with California Public Contract Code, Section 7100, Design-Build Entity hereby agrees that, in consideration of the payment set forth in Paragraph 4, above, Design-Build Entity hereby releases and forever discharges District and all of its agents, employees, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with regard to the Work performed under the Contract for Phase \_\_\_\_.
8. Guarantees and warranties for the Work for Phase \_\_\_\_, and any other continuing obligation of Design-Build Entity, shall remain in full force and effect as specified in the Contract Documents.
9. Design-Build Entity shall immediately defend, indemnify and hold harmless District and all of its agents, employees, inspectors, assignees and transferees from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Design-Build Entity's suppliers and/or subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, with regard to the Work performed under the Contract for Phase \_\_\_\_, except for the Disputed Claims set forth in Paragraph 6, above.
10. Design-Build Entity hereby waives the provisions of California Civil Code, Section 1542 which provides as follows:
 

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

**AGREEMENT AND PARTIAL RELEASE OF ANY AND ALL CLAIMS**

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

EAST SIDE UNION HIGH SCHOOL DISTRICT

DESIGN-BUILD ENTITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

END OF DOCUMENT

**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

This Agreement and Partial Release of Claims (“**Agreement and Release**”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20XX by and between EAST SIDE UNION HIGH SCHOOL DISTRICT, a public entity (“**District**”), and \_\_\_\_\_, whose place of business is at \_\_\_\_\_ hereinafter called “**Design-Build Entity**”.

**RECITALS**

1. District and Design-Build Entity entered into a Contract for Proposal No. \_\_\_\_\_ in the County of Santa Clara, State of California.
2. The Work as set forth in the Contract has been completed.

Now, therefore, it is mutually agreed between District and Design-Build Entity as follows:

**AGREEMENT**

3. Design-Build Entity will not be assessed Liquidated Damages except as detailed below:

Original Contract Sum \$ \_\_\_\_\_

Modified Contract Sum \$ \_\_\_\_\_

Payment to Date \$ \_\_\_\_\_

Liquidated Damages \$ \_\_\_\_\_

Payment Due Design-Build Entity \$ \_\_\_\_\_

4. Subject to the provisions of this Agreement and Release, District shall forthwith pay to Design-Build Entity the sum of [ \_\_\_\_\_ ] Dollars and [ \_\_\_\_\_ ] Cents (\$[ \_\_\_\_\_ ]) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with District as of the date of such payment.
5. Design-Build Entity acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of Work under the Contract, except for the claims described in Paragraph 6, and continuing obligations described in Paragraph 8, below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Design-Build Entity against District and all of its agents, employees, inspectors, assignees and transferees except for the Disputed Claims set forth in Paragraph 6, and continuing obligations described in Paragraph 8, below.
6. The following claims submitted under Document 00 71 00, Article 1.12 are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:

| <u>Claim No.</u> | <u>Date Submitted</u> | <u>Description of Claim</u> | <u>Amount of Claim</u> |
|------------------|-----------------------|-----------------------------|------------------------|
|------------------|-----------------------|-----------------------------|------------------------|

**[Insert information, including attachment if necessary]**



**AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS**

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

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.
11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling or regulations, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.
12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

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

EAST SIDE UNION HIGH SCHOOL  
DISTRICT

DESIGN-BUILD ENTITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

END OF DOCUMENT

**GENERAL CONDITIONS**  
**(DESIGN-BUILD)**

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**GENERAL CONDITIONS**

**1. GENERAL**

**A. Documents**

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Architect/Engineer or any District Representative and Design-Build Entity; (2) District and/or its representatives and (except as provided in Article 13 below) a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than District and Design-Build Entity.

**B. Exercise of Contract Responsibilities**

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

**C. Defined Terms**

Administration of design and construction shall include the following delineations of responsibilities pursuant to Part 1, Title 24, California Code of Regulations. Design-Build Entity shall perform as required under Section 4-343, including, but not limited to submitting verified reports per sections 4-336 and 4-343. All abbreviations and definitions of terms used and not otherwise defined in this Document 00 71 00 are set forth in Section 01 42 00 (References and Definitions). This Document 00 71 00 subdivides at first level into Articles, then into paragraphs, and then into subparagraphs.

**D. Description Of Work**

Design-Build Entity shall provide a complete, operable and maintainable Project in accordance with the Contract Documents, including providing, furnishing, and performing all Services and providing and furnishing all necessary supplies, housing, materials and equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance and inspection, construction, installation, startup, checkout, testing, site cleanup and for the training of District's personnel, all in conformity with the requirements, legal requirements, criteria, performance guarantees, and warranties set forth in the Contract Documents, for a complete and fully operable Project in full conformance with Contract requirements. The signature and seal of a licensed engineer(s) or architect(s) shall be obtained as necessary for compliance with the legal requirements.

**E. All-Inclusive Design Build Obligation**

1. Without limiting the generality of paragraph 1.D hereof, Design-Build Entity shall provide, at a minimum, the following Services and materials and equipment as further specified and described in Section 01 10 00 (Summary of Work) and Section 01 10 01 (Summary of Work - Design Services) provided, however, that these sections shall not be construed in any way to limit Design-Build Entity's obligations hereunder to design, engineer, furnish, construct, checkout, startup, and (except as otherwise provided in the Contract Documents) test a complete, operable and maintainable Project in accordance with the provisions of the Contract Documents.
2. Design-Build Entity shall provide all engineering services and design, which will set forth in detail with specifications, drawings and requirements for the procurement of the materials and equipment and

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for the construction of the entire Project. Design-Build Entity shall furnish the services of all personnel, including supervisors, engineers, designers and draftsmen necessary for the preparation of all Drawings and Specifications required for the Work. The design shall include all architectural, civil, structural, mechanical, electrical, instrumentation and control work.

3. Design-Build Entity shall provide all equipment and materials and furnish the services of all supervision, buyers, inspectors, expeditors, and other personnel necessary to procure all materials and equipment for the construction of the Project. Design-Build Entity shall provide, install, complete and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction utilities (including all water, power and sanitary facilities), transportation (including road or other infrastructure and improvements on and off the Site), customs clearance, quality assurance, and other facilities and services (including any temporary or consumable materials, water, fuels, and electricity necessary for the proper execution and completion of the Work, including any of the utilities, as required). Design-Build Entity shall maintain all materials and equipment in accordance with manufacturer's requirements while such materials and equipment are in transit or care and custody of the Design-Build Entity. Without limiting the generality of the foregoing, Design-Build Entity shall provide any and all construction required for the temporary upgrading of any public or private road which is inadequate for the performance of the Work, temporarily relocate any interference in public or private roadways necessary for the transportation of equipment and materials, and repair all excessive damage to, or deterioration (other than fair wear and tear) of, any public or private road which arises out of the performance of the Work.
4. Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, foremen, skilled and unskilled labor, and all other personnel in sufficient quantities and with sufficient skills necessary to perform the Services in accordance with the Contract Documents. At District's request, Design-Build Entity shall replace, at Design-Build Entity's expense, any individual if it is determined by District and Design-Build Entity that such individual's continued presence would jeopardize the quality or timely completion of the Work. Whenever required by applicable laws or the Contract Documents, Design-Build Entity shall employ licensed personnel as necessary to perform engineering, design, architectural, or other professional services in the performance of the Work.
5. All such professional services shall be performed with the degree of care, skill, and responsibility customary among such licensed personnel that specialize in work similar to the Work of this Contract. Design-Build Entity shall be responsible for all labor relations matters relative to the Work on the Site and shall at all times use all reasonable efforts to maintain harmony among all workers employed in connection with the Work on the Site. Design-Build Entity shall adopt and implement reasonable policies and practices designed to avoid work stoppage, slow downs, disputes and strikes.
6. Design-Build Entity shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, and District shall not be responsible for or exercise any control over the actions or omissions of Design-Build Entity, any supplier, or any of their employees or agents performing any of the Work or Design-Build Entity's warranty obligations. Design-Build Entity shall prosecute the Work continuously and diligently and complete the Work in accordance with all requirements of the Contract Documents.
7. Design-Build Entity shall coordinate ingress and egress to and from the Site so as to minimize disruption to the Work and to traffic in the vicinity of the Site and provide any required egress plans for construction related activities or campus closures.
8. Design-Build Entity shall be responsible for the layout of the Work and shall perform all necessary surveying during the construction of the Projects. The accuracy of all grades, elevations, alignments, and plumbing of any structures and the location of all facilities described in the final plans and specifications shall be the responsibility of the Design-Build Entity. Design-Build Entity shall preserve all permanent survey construction monuments and benchmarks. Prior to the final completion



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date, Design-Build Entity shall accurately correct all Project documents to as-built conditions and deliver to District these as-built documents in accordance with the Contract Documents. Such documents shall show the location of the Project and shall show all related easements, improvement, utilities and rights of way above and below ground, on and off the Site, as of the date of delivery of such documents. Such documents shall also show the dimensions and the distances to the nearest benchmarks.

9. Design-Build Entity shall provide appropriate installation and startup representatives from suppliers of major equipment and control systems, all necessary supervising personnel, all equipment, tools, construction and temporary material, and all labor for checkout, startup and testing. Design-Build Entity shall be responsible for checkout, startup and testing of the Project and shall carry out those activities in accordance with all applicable codes and legal requirements, startup and checkout requirements and procedures as set forth in the Contract Documents.
10. Except for safety and warning signs, Design-Build Entity shall not install any signs on the Site without the express written consent of District.
11. Design-Build Entity shall be responsible for Site security until Final Completion, or termination of the Work. Such security shall include, to the extent reasonably necessary, barriers, fencing, lighting, controlled access, and other measures required to prevent vandalism, theft, and danger to personnel, the Project, materials and equipment.
12. Design-Build Entity shall prepare or cause to be prepared and shall furnish to District all drawing logs, drawings, manufacturer's drawings and data, supplier manuals and operating manuals in accordance with the Contract Documents.
13. Design-Build Entity shall ensure that District and its representatives shall, at all times, have access to the Project for all purposes. Design-Build Entity shall maintain the Site in a safe condition to permit District and any person authorized in writing by District to inspect and review all field work during working hours, including materials and equipment, installation, calibration, startup and testing
14. As part of the procurement of equipment, Design-Build Entity shall provide to District a list of recommended operating spare parts, which list shall include all relevant costs and ordering lead time information with terms and conditions. Design-Build Entity shall procure such operating spare parts from Suppliers at the cost of the Design-Build Entity.
15. When any equipment or portion of the Work is damaged, Design-Build Entity shall inform District as soon as possible and provide District a damage report detailing such occurrence, any required repairs, and the estimated duration of such repairs.
16. Design-Build Entity shall provide to District all tests and measurements, laboratory analyses, and reports made or prepared in connection with the Work.
17. Design-Build Entity shall communicate and coordinate with DSA regarding Project-related matters, including without limitation Drawings, Specifications, inspections and Change Orders, sufficiently and at such necessary times to permit DSA to respond in a timely manner, taking into account DSA's customary response times. Design-Build Entity shall be solely responsible for any delays or increased costs due to late DSA action resulting from Design-Build Entity's insufficient or untimely communication.

**2. PROPOSAL PERIOD INVESTIGATIONS AND SUBCONTRACTORS**

**A. Investigation Prior To Proposing**

1. Prior to submitting its Proposal, Design-Build Entity must investigate fully the Work of the Contract. Design-Build Entity must visit the Site, examine thoroughly and understand fully the nature and extent of the Contract Documents, Work, Site, locality, actual conditions and as-built conditions, and all other information made available for preparing Proposals. Design-Build Entity's investigation shall include, but is not limited to, a thorough examination of all reports of exploration and tests of subsurface

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conditions, as-built drawings, drawings, product specification(s) or reports, available for Proposal purposes, of physical conditions, including Underground Facilities and information identified in Document 00 31 19 (Geotechnical Data and Existing Conditions) and/or Document 00 21 26 (Hazardous Materials Surveys) (if used), or which may appear in the Contract Documents, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto. Design-Build Entity shall completely and thoroughly correlate all such information and consider such information fully, prior to and as a condition of submitting its Proposal. Design-Build Entity shall make inquiry as required in Document 00 31 19 (Geotechnical Data and Existing Conditions.).

2. Prior to submitting its Proposal, Design-Build Entity shall take care to note the existence and potential existence of Underground Facilities, in particular, above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and utilities. Design-Build Entity shall carefully consider all supplied information, request additional information Design-Build Entity may deem necessary, and visually inspect the Site for above ground indications of Underground Facilities (such as, for example not by way of limitation, the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site.)
3. Prior to submitting its Proposal, Design-Build Entity must correlate its experience, knowledge and the results of its required investigation with the terms and conditions of the Contract Documents, and must give District prompt written notice of all conflicts, errors, ambiguities, or discrepancies of any type, that it may discover in or among the Contract Documents, as-built drawings (if any) and/or actual conditions. Design-Build Entity shall give this notice during the Proposal period and submission of a Proposal indicates Design-Build Entity's agreement that District responded to the notice through Addenda issued by District which is acceptable to Design-Build Entity.
4. Prior to submitting its Proposal, Design-Build Entity must consider fully the fact that information supplied regarding existing Underground Facilities at or contiguous to the Site is in many cases based on information furnished to District by others (e.g., the builders of such Underground Facilities or others), and that due to their age or their chain of custody since preparation, may not meet current industry standards for accuracy. Design-Build Entity must also consider local underground conditions and typical practices for Underground Facilities, either through its own direct knowledge or through its subcontractors, and fully consider this knowledge in assessing the existing information and the reasonableness of its reliance.
5. Prior to submitting its Proposal, Design-Build Entity shall conduct (or request that District have conducted) any such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise, which may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto or which Design-Build Entity deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of Contract Documents.
6. Prior to submitting its Proposal, Design-Build Entity may rely on District supplied information regarding existing conditions only where such conditions are underground and not subject to reasonable verification. If existing information supplied by District indicates a discrepancy or a substantial risk of inaccuracy or omission, then Design-Build Entity must request specific additional information. Design-Build Entity shall advise District in writing during the Proposal period of any questions, suppositions, inferences or deductions Design-Build Entity may have, for District's review

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and response by Addenda, and may not assert any such matters later that were not brought forth during the Proposal period.

7. During performance of the Contract, Design-Build Entity will be charged with knowledge of all information that it should have learned in performing this required pre-Proposal investigation, and shall not be entitled to change orders (time or compensation) due to information or conditions that Design-Build Entity should have known as a part of this pre-Proposal investigation.

**B. Supplied Information on Underground Existing Conditions**

1. Regarding Underground Facilities shown in the Contract Documents or supplied through Document 00 31 19 (Geotechnical Data and Existing Conditions), District has compiled this information in good faith, relying on its records and third party records. Because of the nature and location of District and the Project, the existence of Underground Facilities is deemed inherent in the Work of the Contract, as is the fact that Underground Facilities are not always accurately shown or completely shown on as-built records, both as to their depth and location. In Article 14 of this Document 00 71 00, this Contract establishes a heightened standard for claims involving Underground Facilities. Design-Build Entity shall consider this fact in its Proposal and in its planning and execution of the Work involving Underground Facilities.
2. Regarding subsurface conditions other than Underground Facilities, shown on the Contract Documents or supplied in Document 00 31 19 (Geotechnical Data and Existing Conditions), Design-Build Entity may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. District is not responsible for the completeness of any subsurface condition information for preparing its Proposal, design or construction, Design-Build Entity's conclusions or opinions drawn from any subsurface condition information, or subsurface conditions that are not specifically shown. (For example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)

**C. Supplied Information on Above Ground Existing Conditions**

1. Regarding aboveground and as-built conditions shown on the Contract Documents or supplied through Document 00 31 19 (Geotechnical Data and Existing Conditions), such information has been compiled in good faith, however, Design-Build Entity must independently verify such information. District does not expressly or impliedly warrant or represent that information as to aboveground conditions or as-built conditions indicated in the Contract Documents or Document 00 31 19 (Geotechnical Data and Existing Conditions), is correctly shown or indicated, or otherwise complete for construction purposes.
2. As a condition to submitting its Proposal, Design-Build Entity shall verify by independent investigation all such aboveground and as-built conditions, and bring any discrepancies to District's attention through written question. In submitting its Proposal, Design-Build Entity shall rely on the results of its own independent investigation and shall not rely on District-supplied information regarding aboveground conditions and as-built conditions, and Design-Build Entity shall accept full responsibility for its verification work sufficient to complete the Work as intended.

**D. Subcontractors**

1. All subcontracts that were not listed by the Design-Build Entity in its Proposal shall be awarded by the Design-Build Entity in accordance with the Contract Documents.
2. Design-Build Entity shall, at a minimum, do all of the following:
  - a. Provide public notice of the availability of work to be subcontracted.
  - b. Provide a fixed date and time on which the subcontracted work will be awarded.
3. In a contract between Design-Build Entity and a Subcontractor, and in a contract between a Subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract Documents. If Design-Build Entity provides

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written notice to any Subcontractor who is not a member of Design-Build Entity, prior to or at the time the Subcontractor's Proposal is requested, that a bond may be required and the Subcontractor subsequently is unable or refuses to furnish a bond to Design-Build Entity, then Design-Build Entity may withhold retention proceeds in excess of the percentage specified in the Contract Documents from any payment made by Design-Build Entity to the Subcontractor.

4. All Subcontractors proposing on subcontracts shall be afforded the protections contained in Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code. Additionally, without limiting the foregoing, without District's written approval, Design-Build Entity shall not substitute any other person or firm in place of any Subcontractor (whether to perform Work at the Site, Services, or otherwise) listed in the Proposal, or substitute any key personnel identified in Design-Build Entity's Statement of Qualifications. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other person or entity without District's written approval. At District's request, Design-Build Entity shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
5. Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Design-Build Entity shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Design-Build Entity all the obligations and responsibilities that Design-Build Entity assumes toward District under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Design-Build Entity is subject under the Contract Documents.)
6. Design-Build Entity shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.
7. District shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

**3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK**

**A. Time Allowances For Performance Of Contract Documents**

1. When Design-Build Entity and District have signed the Contract Documents, District will serve a Notice to Proceed upon Design-Build Entity for the design and/or construction phases of work. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Design-Build Entity receives, by hand or overnight delivery or email transmission, District's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date.
2. The total number of Days for completion of the Work under the Contract Documents shall be as provided in Document 00 52 00 (Agreement for Design-Build Services).

**B. Commencement Of Work**

1. The Contract Time will commence to run on the 30<sup>th</sup> Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. District may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Design-Build Entity shall not do any Work at the Site prior to the date on which the Contract Time commences to run or prior to receiving a Notice to Proceed with Construction.

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**4. BONDS AND INSURANCE**

**A. Bonds**

1. When notified by the District that Design-Build Entity has been awarded the contract, Design-Build Entity shall, within ten (10) days, file with the District the following bonds:
  - a. Corporate surety bond, in the form of Document 00 61 00 (Construction Performance Bond), in the penal sum of 100% of the Design-Build Entity's Proposal as accepted, to guaranty faithful performance of the Work; and
  - b. Corporate surety bond, in the form of Document 00 62 00 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Design-Build Entity's Proposal as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
2. Sureties shall be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A-IX or better.

**B. Insurance**

See Documents 00 73 17 (Insurance) (incorporated herein by this reference).

**5. REFERENCE CONSTRUCTION DOCUMENTS**

**A. Intent**

1. Reference Construction Documents are intended to describe a functionally complete and operable Project option designed and constructed in accordance with the requirements of Contract Documents. Design-Build Entity shall perform work that may reasonably be inferred from the requirements of Contract Documents
2. As part of the "Work," Design-Build Entity shall provide all design services by licensed professionals, labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Reference Construction Documents. Divisions and Specification Sections and the identification on any Drawings shall not control Design-Build Entity in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
3. Design-Build Entity shall perform reasonably implied parts of Work as "incidental work" although absent from Reference Construction Documents. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Reference Construction Documents or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Design-Build Entity shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Proposal and Contract Sum.

**B. Drawing Details and Specification Descriptions**

1. The Reference Construction Documents are issued by District with the Request for Proposal to pre-qualified Design-Build Entities. Reference Construction Documents were prepared by District to

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establish the design intent and the minimum requirements for the quality and type of materials to be used in the project. Reference Construction Documents and any addenda will be used to confirm that Design-Build Entity-prepared Schematic Design Phase documents, Design Development Documents and Construction Documents are in conformance with the design intent and the minimum requirements for the quality and type of materials to be used in the Project.

2. Design-Build Entity has full “turnkey” responsibility to deliver the fully functional, operational Project described in Section 01 10 00 (Summary of Work) as referenced in the Contract Documents.

**C. Interpretation of Reference Construction Documents**

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Reference Construction Documents, or should Design-Build Entity have any questions or requests relating to Reference Construction Documents, Design-Build Entity shall refer the matter to District, in writing. District will issue with reasonable promptness written responses, clarifications or interpretations as District may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Design-Build Entity. If Design-Build Entity believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Design-Build Entity shall give District prompt written notice as provided in Section 01 26 00 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Design-Build Entity shall perform the Work in conformance with District’s response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this Document 00 71 00.

**D. Checking of Drawings**

Before undertaking each part of Work, Design-Build Entity shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Reference Contract Documents and all applicable field measurements.

**E. Standards to Apply Where Specifications are not Furnished**

1. As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Contract Documents will be permitted. Design-Build Entity must perform design and construction Work in strict accordance with Contract Documents. Design-Build Entity shall review drawings and specifications developed by its sub consultants and design-build subcontractors under this Contract for compliance with the Contract Documents prior to submission to and approval by DSA. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Design-Build Entity, and certified by the authorized officer representing District. As appropriate, Change Orders changing the approved drawings and technical specifications are subject to approval by the DSA under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations.
2. District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in location, lines or grades for Work under any item of Contract. No extra payment in addition to unit price fixed in Contract for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made in accordance with Article 14 of this Document 00 71 00.

**F. Deviation from Specifications and Drawings**

1. Design-Build Entity shall perform Work in accordance with approved Drawings and Specifications. Design-Build Entity may deviate from Drawings or the dimensions given in the Drawings, and may

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deviate from the Specifications, only upon District's advance written approval of the proposed deviation.

2. District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this Document 00 71 00.

**G. Precedence Of Documents**

1. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
  - a. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
  - b. Document 00 52 00 (Agreement for Design-Build Services), and terms and conditions referenced therein;
  - c. Document 00 73 01 (Supplementary General Conditions – Naturally Occurring Asbestos) and any other Supplementary Conditions;
  - d. Document 00 71 00 (General Conditions);
  - e. Division 1 Specifications;
  - f. Division 2 through 60 Specifications;
  - g. Drawings;
  - h. Written numbers over figures, unless obviously incorrect;
  - i. Figured dimensions over scaled dimensions;
  - j. Large-scale Drawings over small-scale Drawings.
2. Any conflict between Drawings and Division 2 through 60 Specifications will be resolved in favor of the document of the latest date (i.e., the most recent document), and if the dates are the same or not determinable, then in favor of Specifications.
3. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete work required by the Contract Documents will be resolved in favor of the actual quantities.

**H. Ownership And Use Of Drawings, Specifications And Contract Documents**

1. Drawings and Specifications prepared under this Contract were prepared for use for Work of Contract Documents only. No part of the Design-Build Entity's drawings and specifications or of any other Contract Documents shall be used for any other construction or for any other purpose except with the written consent of District.
2. Any unauthorized use of said documents is prohibited. Consistent with Education Code Section 17316, any interest (including copyright interests) of Design-Build Entity or its contractors or sub-consultants (together, "Sub-consultants"), in studies, reports, memoranda, computational sheets, drawings, plans or any other documents (including electronic media) prepared by Design-Build Entity or its Sub-consultants in connection with the Services, shall become the property of District. To the extent permitted by Title 17 of the United States Code, work product produced under the Contract Documents shall be deemed works for hire and all copyrights in such works shall be the property of District. In the event that it is ever determined that any works created by Design-Build Entity or its Sub-consultants under this Agreement are not works for hire under U.S. law, Design-Build Entity

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hereby assigns to District all copyrights to such works. With District's prior written approval, Design-Build Entity may retain and use copies of such works for reference and as documentation of experience and capabilities. Design-Build Entity shall, however, retain the copyright in its standard details, and grants District an unlimited license to use such details for the purposes stated in the Contract Documents. Should District desire to reuse any of the items specified above and not use the services of Design-Build Entity, then the District agrees to assume any and all obligations for their reuse and, if applicable, process the same through the DSA, and District releases Design-Build Entity and its Sub-consultants from liability associated with the reuse.

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

**A. District's Right To Perform Construction And To Award Separate Contracts**

District may perform with its own forces, construction or operations related to the Project. District may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility providers perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Design-Build Entity" in these Contract Documents shall mean the Design-Build Entity herein.

**B. Mutual Responsibility**

1. Design-Build Entity shall afford all other contractors, utility providers and District (if District is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Design-Build Entity shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
2. Design-Build Entity shall coordinate its Work with the work of other separate contractors, District, and utility providers. Design-Build Entity shall hold coordination meetings with other contractors, District and its representatives, and utility providers as required by Section 01 31 19 (Project Meetings).
3. Unless otherwise provided in the Contract Documents, Design-Build Entity shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design-Build Entity shall not endanger any work of other separate contractors, District or utility providers by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of District and work of other trades that are affected.
4. Design-Build Entity's duties and responsibilities under Article 6 of this Document 00 71 00 are for the benefit of District and also for the benefit of such other contractors and utility providers working at the Site to the extent that there are comparable provisions for the benefit of Design-Build Entity in the direct contracts between District and such other contractors and utility providers.
5. To the extent that any part of Design-Build Entity's Work is to interface with work performed or installed by other contractors or utility providers, Design-Build Entity shall inspect and measure the in-place work. Design-Build Entity shall promptly report to District in writing any defect in in-place work that will impede or increase the cost of Design-Build Entity's interface unless corrected. District will require the Design-Build Entity responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Design-Build Entity fails to measure, inspect and/or report to District in writing defects that are reasonably discoverable, Design-Build Entity shall bear all costs of accomplishing the interface acceptable to District. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.



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**C. District Authority Over Coordination**

1. District will have authority over coordination of the activities of multiple contractors in cases where District performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. District may at any time and in its sole discretion, designate a person or entity other than District to have authority over the coordination of the activities among the various contractors. District's authority with respect to coordination of the activities of multiple contractors and utility providers shall not relieve Design-Build Entity of its obligation to other contractors and utility providers to coordinate its Work with other contractors and utility owners as specified in paragraph 6.B of this Document 00 71 00. Design-Build Entity shall promptly notify District in writing when another Design-Build Entity on the Project fails to coordinate its work with the Work of Contract Documents.
2. Design-Build Entity shall suspend any part of the Work or carry on the same in such manner as directed by District when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Design-Build Entity will be allowed if the suspension or Work change is due in whole or in part to Design-Build Entity's failure to perform its obligation to coordinate its Work with other contractors and utility providers. Damages or claims will be allowed only to the extent of fault by District if the suspension or Work change is due in whole or in part to another Design-Build Entity's failure to coordinate its work with Design-Build Entity, other contractors, and utility providers. District reserves the right to back charge Design-Build Entity for any damages or claims incurred by other contractors as a result of Design-Build Entity's failure to perform its obligations to coordinate with other contractors and utility providers. District may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Design-Build Entity releases District of further liability regarding such funds.

**7. DISTRICT AND PAYMENT**

**A. District Representative(s)**

District Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Design-Build Entity through District Representative, and Design-Build Entity shall issue all communications to District through District Representative in a written document delivered to District. Should any direct communications between Design-Build Entity and District's consultants, architects or Architect/Engineers not identified in Article 2 of Document 00 52 00 (Agreement for Design-Build Services) occur during field visits or by telephone, Design-Build Entity shall immediately confirm them in a written document copied to District.

**B. Means and Methods of Construction**

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

**C. Receipt and Processing of Applications for Payment**

As required by Section 01 29 00 (Payments and Completion), Design-Build Entity shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. District will review Design-Build Entity's Applications for Payment and District will

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and make payment thereon, and Design-Build Entity shall make payments to Subcontractors, suppliers and others, as required by Section 01 29 00 (Payments and Completion).

**8. CONTROL OF THE WORK**

**A. Subcontractors**

Design-Build Entity is fully responsible for Design-Build Entity's own acts and omissions. Design-Build Entity is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Design-Build Entity.

**B. Supervision of Work by Design-Build Entity**

1. During construction, reconstruction, repair, alteration of or addition to any school building, the DSA, as provided by the Field Act, sections 39140 -39159 and sections 81130 - 81147 of the Education Code, shall make such inspection as in its judgment is necessary or proper for enforcement of the Act, and the protection of the safety of pupils, teachers and the public. If at any time as the Work progresses, prior to the issuance of the certificate of compliance, it shall be found that modifications or changes are necessary to secure safety or to comply with code requirements, District or DSA may provide notice of the necessity for such modifications or changes, and Design-Build Entity shall perform all necessary modifications and changes. Additionally, if District or DSA finds that any construction work is being performed in a manner contrary to the provisions of Title 24, California Code of Regulations that would compromise the structural integrity of any building, and issues a stop work order, Design-Build Entity shall comply with the stop work order as required by law. Refer to sections 4-334 and 4-334.1, Part 1, Title 24, California Code of Regulations.
2. Design-Build Entity shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design-Build Entity shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Design-Build Entity shall be responsible to see that the completed Work complies accurately with Contract Documents.
3. Design-Build Entity shall designate and keep on the Site at all times during Work progress a competent resident Superintendent or Project Manager, who, once designated, shall not be replaced without District's express written consent. The Superintendent or Project Manager shall be Design-Build Entity's representative at the Site and shall have complete authority to act on behalf of Design-Build Entity. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Design-Build Entity.

**C. Observation of Work by District**

1. Work shall be performed under District's general observation and administration. Design-Build Entity shall comply with District's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Design-Build Entity of any obligations or liabilities under the Contract Documents. District's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
2. District may engage an independent consultant or Architect/Engineer (collectively for purposes of this paragraph 8.C, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with District, but will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant

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will not be responsible for or have control over the acts or omissions of Design-Build Entity, Subcontractors or their agents or employees, or any other persons performing Work.

3. Consultant may review Design-Build Entity's submittals, such as Design Development Documents, Construction Documents, Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work, Reference Construction Documents, and with information given in the Contract Documents.
4. Consultant may conduct inspections to recommend to District the dates that Design-Build Entity has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents.

**D. Access To Work**

1. During performance of Work, District and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design-Build Entity shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Design-Build Entity shall have sole care, custody, and control of the Site and its Work areas.
2. District may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the for the purpose of installing any necessary work by District labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, District shall endeavor not to interfere with Design-Build Entity and Design-Build Entity shall not interfere with other work being done by or on behalf of District.
3. If, prior to completion and final acceptance of all the Work, District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Design-Build Entity), then, while District is in possession of the same, Design-Build Entity shall be relieved of liability for loss or damage to such structure other than that resulting from the Design-Build Entity's fault or negligence. Such taking of possession by District shall not relieve the Design-Build Entity from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility. See also Section 01 10 00 (Summary of Work).
4. If, following installation of any equipment or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to District.

**9. DESIGN-BUILD ENTITY'S WARRANTY, GUARANTY, AND INSPECTION OF WORK**

**A. Warranty And Guaranty**

1. General Representations and Warranties: Design-Build Entity represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with section 4-341, 4-343 and 4-344 of Part 1, Title 24, California Code of Regulations and terms of Contract Documents. Design-Build Entity warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of Contract Documents. Design-Build Entity warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended

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use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Design-Build Entity warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Reference Construction Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Design-Build Entity shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

2. Extended Guaranties: Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Design-Build Entity expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
3. Environmental and Toxics Warranty: The covenants, warranties and representations contained in this subparagraph are effective continuously during Design-Build Entity's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Design-Build Entity covenants, warrants and represents to District that:
  - a. To Design-Build Entity's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Design-Build Entity's construction thereof. If any lead or asbestos-containing materials were discovered, Design-Build Entity made immediate written disclosure to District.
  - b. To Design-Build Entity's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Design-Build Entity's construction thereof.
  - c. To Design-Build Entity's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Design-Build Entity's construction thereof. If any such materials were discovered, Design-Build Entity made immediate written disclosure to District.
  - d. Design-Build Entity's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design-Build Entity claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Design-Build Entity has not complied. If there are any such notices with which Design-Build Entity has complied, Design-Build Entity shall provide District with copies thereof.

**B. Inspection Of Work**

1. Design-Build Entity acknowledges DSA inspection requirements, frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.
2. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or

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assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

3. Design-Build Entity shall give District a minimum of three business days notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
4. District will hire through separate contract, a DSA-certified Inspector of Record for this Project, and a Special Inspection and Materials Testing Laboratory. Upon advance notice per subparagraph 9.B.2 above, District will endeavor to schedule required inspections, but if resources are not available, Design-Build Entity may need to reschedule the Work at no additional cost to the District.
5. In the event that a scheduled inspection is canceled in less than 72 hours notice by Design-Build Entity and the District incurs costs associated with the cancellation, Design-Build Entity will reimburse District for the actual costs of the canceled inspections. The amount will be deducted from payment owed Design-Build Entity.
6. If applicable laws or regulations of any public body (other than DSA) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Design-Build Entity shall pay all costs in connection with any follow-up or additional testing. Design-Build Entity shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work.
7. If Design-Build Entity covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Design-Build Entity shall uncover the Work at District's request. Design-Build Entity shall bear the expense of uncovering Work and replacing Work.
8. In any case where Design-Build Entity covers Work contrary to District's request, Design-Build Entity shall uncover Work for District's observation or inspection at District's request. Design-Build Entity shall bear the cost of uncovering Work.
9. Whenever required by District, Design-Build Entity shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design-Build Entity. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
10. District shall select testing agencies approved by DSA to conduct required tests and inspections for the Project. A list of required structural tests and inspections prepared by Design-Build Entity's and approved by the DSA shall be provided to the designated testing agency, District's representative and Inspector prior to the start of construction. Refer to section 4-335(a), Part 1, Title 24, California Code of Regulations, provided that notwithstanding section 4-335(a) Design-Build Entity may not waive any tests without District consent.
11. The testing agency shall forward the test results to DSA, Design-Build Entity, District and the Project Inspector within 14 days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.
12. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Design-Build Entity shall have an absolute duty, in the absence of a written Change Order signed by District, to perform Work in conformance with the Contract Documents.

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13. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Design-Build Entity. Design-Build Entity shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Design-Build Entity shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

**C. Correction Of Defective Work**

1. Design-Build Entity shall correct Defective Work promptly upon knowledge of it. If Design-Build Entity fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Design-Build Entity to replace any Defective Work, or stop any portion of Work to permit District (at Design-Build Entity's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Design-Build Entity or any other party.
2. District may direct Design-Build Entity to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design-Build Entity shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Design-Build Entity, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, it may make a claim as provided in Article 12 of this Document 00 71 00. (District's exercise of its rights under this paragraph 9.C shall be entirely discretionary and, like all other District rights and remedies under the Contract Documents, in addition to any other rights and remedies it may have under the Contract Documents or by law.
3. Correction period:
  - a. With respect to equipment and machinery supplied by Design-Build Entity and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after District's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
  - b. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance of the Work, or the portion or Phase of the Work as provided in these Contract Documents, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
  - c. Design-Build Entity shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause

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serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced.

- d. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
4. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or as provided by elsewhere in these Contract Documents.
5. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.
6. If following installation of any equipment, machinery, or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to District.

**D. Acceptance And Correction Of Defective Work By District**

1. District may accept Defective Work. Design-Build Entity shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in Article 12 of this Document 00 71 00. If District accepts any Defective Work after final payment, Design-Build Entity shall pay to District, an appropriate amount as determined by District.
2. District may correct and remedy deficiency if, after seven Days' written notice to Design-Build Entity (or lesser notice if the deficiency poses a direct danger to persons or property at or about the Site or if required to comply with any DSA requirement), Design-Build Entity fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.C of this Document 00 71 00; or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may, to the extent reasonably necessary: exclude Design-Build Entity from, and take possession of, all or part of the Site and Work and suspend Design-Build Entity's Work related thereto; take possession of all or part of Design-Build Entity's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which District has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow District, its representatives, agents, employees, and other contractors and District's consultants access to the Site to enable District to exercise the rights and remedies under this paragraph. Design-Build Entity shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in Article 12 of this Document 00 71 00.

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3. District's decisions to accept Defective Work or correct Defective Work are subject to approval of DSA, and all other requirements of Title 24, California Code of Regulations.

**E. Rights Upon Inspection Or Correction**

1. Design-Build Entity shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by District of its rights and remedies under this Article 9. Where District exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Design-Build Entity's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
2. Inspection by District shall not relieve Design-Build Entity of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive District's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Design-Build Entity's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.

**F. Samples And Tests Of Materials And Work**

1. Design-Build Entity shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Design-Build Entity shall prepare samples or test specimens at its expense and furnish them to District. Design-Build Entity shall submit all samples in ample time to enable District to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.
2. Test samples or specimens of material for testing shall be taken by the Architect/Engineer, his or her representative, Project Inspector or representative of the testing agency. In no case shall Design-Build Entity or vendor select the sample. Refer to section 4-335, Part 1, Title 24, California Code of Regulations.

**G. Proof Of Compliance Of Contract Provisions**

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

**H. Acceptance**

Inspection by District or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by District, any extension of time, any verbal statements on behalf of District or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to District herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

**10. DESIGN-BUILD ENTITY'S ORGANIZATION AND EQUIPMENT**

**A. Design-Build Entity's Legal Address**

Address and email address given in Design-Build Entity's Proposal are hereby designated as Design-Build Entity's legal address and email address. Design-Build Entity may change its legal address and email address by notice in writing, delivered to District, which in conspicuous language advises District of a change in legal



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address or email address, and which District accepts in writing. Delivery to Design-Build Entity's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Design-Build Entity at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Design-Build Entity. Email to Design-Build Entity's designated email address of any letter, memorandum, or other communication on standard or legal sized paper, with proof of email transmission, shall be deemed legal and sufficient service thereof upon Design-Build Entity.

**B. Design-Build Entity's Office At The Work Site**

Design-Build Entity shall maintain an office at a central location to the project(s), which office shall be headquarters of a Design-Build Entity representative authorized to transmit to and receive from District, communications, instructions or Drawings. Communications, instructions, or Drawings given to Design-Build Entity's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Design-Build Entity. Design-Build Entity will also provide a separate space for the Project Inspector and conference room capable of holding meetings for no less than twelve people and associated tables and chairs.

**C. Design-Build Entity's Superintendents Or Forepersons**

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

**D. Proficiency In English**

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

**E. Site Decorum: Design-Build Entity's And Subcontractors' Employees**

1. Design-Build Entity shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Design-Build Entity that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, disruptive or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Design-Build Entity or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.
2. Design-Build Entity shall control the conduct of its employees and subcontractors so as to prevent unwarranted interaction initiated by Design-Build Entity's employees or subcontractors with individuals, (except those associated with the Project) at the campus. Without limitation, unwarranted interaction includes whistling at or initiating conversation with passers-by. In the event that any employee or subcontractor of the Design-Build Entity initiates any unwarranted interaction, Design-Build Entity shall, either upon request of District's Representative or on its own initiative, replace said employee or subcontractor employee with another of equivalent technical skill at no cost to the District.
3. There shall be no smoking outside of the construction site or within any of the District's buildings, including those buildings under construction by Design-Build Entity.
4. The playing of radios, televisions and other portable audio or video players on the Site is prohibited at all times.

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**F. Design-Build Entity To List Trades Working**

Design-Build Entity shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to District

**G. Design-Build Entity's Use Of The Site**

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

**11. PROSECUTION AND PROGRESS OF THE WORK**

**A. Design-Build Entity to Submit Required Schedules**

1. Design-Build Entity shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents, including Sections 01 31 19 (Project Meetings), 01 32 16 (Progress Schedules and Reports), and 01 32 19 (Submittal Procedures).
2. Design-Build Entity shall submit to District for review and discussion at the Preconstruction Conference documentation described in Section 01 31 19 (Project Meetings):
  - a. Progress schedules and reports as required by Sections 01 32 16 (Progress Schedules and Reports), and 01 32 19 (Submittal Procedures). Design-Build Entity shall utilize Progress Schedule in planning, scheduling, coordinating, performing and controlling Work (including all activities of Subcontractors, assigned contractors, equipment vendors and suppliers). Design-Build Entity shall update Progress Schedule on a monthly basis to depict accurately the actual progress of Work and for evaluating and preparing Design-Build Entity's monthly progress payments. Design-Build Entity's failure to submit and maintain an acceptable progress schedule may, in District's discretion, and without limiting the materiality of Design-Build Entity's other obligations under the Contract Documents, constitute grounds to declare Design-Build Entity in material breach of the Contract Documents
  - b. Prior to receiving a Notice to Proceed with Construction, a preliminary Schedule of Submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, as required by Section 01 32 19 (Submittal Procedures). If no such schedule is agreed upon, then all Shop Drawings, Samples and product data submittals shall be completed and submitted within 30 Days after receipt of Notice to Proceed with Construction from District.
  - c. Within 15 Days after issuance of Notice of Award, a preliminary Schedule of Values for all the Work, including detailed breakdown of all design phases to serve as the basis for progress payments during design. At least 30 Days before commencing construction, Design-Build Entity shall submit an updated Schedule of Values including additional detail regarding construction activities, as provided in Section 01 29 00 (Payments and Completion), paragraph 1.7. The updated Schedule of Values shall include quantities and prices of items aggregating the Contract Sum and shall subdivide into component activities in sufficient detail to serve as the basis for progress payments during construction. Each Schedule of Values shall include an appropriate amount of overhead and profit applicable to each item of Work, a line item for Project Record Documents, and a line item for Project scheduling, and shall conform to Section 01 29 00 (Payments and Completion).
3. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Design-Build Entity, District, and others as appropriate, will be held to review for acceptability the schedules submitted in accordance with subparagraph 11.A.2 of this Document 00 71 00 and first reviewed at the Preconstruction Conference.

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Design-Build Entity shall have an additional seven Days to make corrections and adjustments and to complete and resubmit the schedules. Schedules shall be updated and completed as required by Sections 01 29 00 (Payments and Completion), 01 32 16 (Progress Schedules and Reports) and 01 32 19 (Submittal Procedures). No progress payment shall be due or owing to Design-Build Entity until the schedules are submitted to and acceptable to District and/or Architect/Engineer as meeting the requirements of the Contract Documents, including Sections 01 29 00 (Payments and Completion), 01 32 16 (Progress Schedules and Reports) and 01 32 19 (Submittal Procedures). District's acceptance of Design-Build Entity's schedules will not create any duty of care or impose on District any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.

4. Before commencing any phase of Work, Design-Build Entity shall inform District in writing as to time and place at which Design-Build Entity wishes to commence Work, and nature of Work to be done, in order that proper adjustments to the schools operations and notices to occupants may be made, proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to District a reasonable time in advance of time at which Design-Build Entity proposes to begin Work, so that District may complete necessary preliminary work without inconvenience or delay to Design-Build Entity.

**B. Design-Build Entity to Submit Submittals and Shop Drawings**

1. Design-Build Entity shall submit submittals and shop drawings to District (or Architect/Engineer if District so designates) for review in strict accordance with Section 01 32 19 (Submittal Procedures). Submission of a Shop Drawing shall constitute Design-Build Entity's representation that all requirements of Section 01 32 19 (Submittal Procedures) have been complied with. All submittals will be identified as District may require and in the number of copies specified in Section 01 32 19 (Submittal Procedures).
2. Design-Build Entity shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal. Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Submittals accepted by District, any related Work performed prior to District's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Design-Build Entity.
3. District's review of shop drawings, samples and submittals shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents.

**C. Cost Data**

1. Design-Build Entity shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Design-Build Entity of each class of materials, tools and appliances used by Design-Build Entity in Work, and the amount of each class of materials used in each subdivision of Work. Design-Build Entity shall provide District with monthly summaries of this information. If Design-Build Entity maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, and if the actual cost comparisons become necessary (in District's sole judgment) in connection with claims or Contract Modifications, Design-Build Entity shall provide District with a copy of such report upon District's request.
2. Design-Build Entity shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Design-Build Entity shall provide District with copies for each Day Design-Build Entity works on the Project, to be delivered to District either the same Day or the following morning before starting work at the Site. Design-Build Entity shall take monthly progress photographs of all areas of the Work. Design-

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Build Entity shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

3. District shall have the right to audit and copy Design-Build Entity's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Design-Build Entity's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Proposal and negotiation documents records and job cost variance reports, design modification Proposals, value engineering or other cost reduction Proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design-Build Entity. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph 11.C at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Design-Build Entity of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.
4. Design-Build Entity shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Design-Build Entity shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

**D. Design-Build Entity To Supply Sufficient Workers And Materials**

1. Unless otherwise required by District under the terms of Contract Documents, Design-Build Entity shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
2. At any time during progress of Work should Design-Build Entity directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Design-Build Entity to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Design-Build Entity does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may elect. District may, at its discretion, exclude Design-Build Entity from the Site, or portions of the Site or separate work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design-Build Entity as if paid to Design-Build Entity. Design-Build Entity shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.
3. Exercise by District of the rights conferred upon District in this subparagraph is entirely discretionary on the part of District. District shall have no duty or obligation to exercise the rights referred to in this subparagraph and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of District's right to exercise such rights in other concurrent or future similar circumstances. (The rights conferred upon District under this subparagraph are, like all other such rights, cumulative to District's other rights under any provision of the Contract Documents.)

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**E. Design-Build Entity to Locate Underground Facilities.**

1. During construction, Design-Build Entity shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part: “Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two *working* days, but no more than 14 *calendar* days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”
2. Design-Build Entity shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Design-Build Entity is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Design-Build Entity shall provide District with copies of all USA records secured by Design-Build Entity. Design-Build Entity shall advise District of any conflict between information provided in Document 00 31 19 (Geotechnical Data and Existing Conditions), the Reference Construction Documents, Drawings and that provided by USA records. Design-Build Entity’s excavation shall be subject to and comply with the Contract Documents, including without limitation Articles 2 and 8 of this Document 00 71 00.
3. Design-Build Entity shall also investigate the existence of existing service laterals, appurtenances or other types of utilities, indicated by the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes, on or adjacent to the Site, even if not shown or indicated in Document 00 31 19 (Geotechnical Data and Existing Conditions), the Reference Construction Documents, Drawings or that provided by USA records. Design-Build Entity shall immediately secure all such available information and notify District and the utility provider, in writing, of its discovery.

**F. Design-Build Entity to Protect Underground Facilities.**

1. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Design-Build Entity shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Design-Build Entity shall take immediate action to restore any in service installations damaged by Design-Build Entity’s operations.
2. Prior to performing Work at the Site, Design-Build Entity shall lay out the locations of Underground Facilities that are to remain in service and other significant known underground installations indicated by the Underground Facilities Data. Design-Build Entity shall further locate, by carefully excavating with small equipment, potholing and principally by hand, all such utilities or installations that are to remain and that are subject to damage. If additional unknown utilities are discovered, Design-Build Entity shall immediately report to District for disposition of the same. Additional compensation or extension of time shall be determined as provided in this Document 00 71 00.
3. The cost of all of the following will be included in the Contract Sum and Design-Build Entity shall have full responsibility for (a) reviewing and checking all available information and data including, but not limited to, Document 00 31 19 (Geotechnical Data and Existing Conditions) and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the providers of such Underground Facilities during construction; and

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(d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

**G. Design-Build Entity to Not Disrupt District Operation.**

1. Design-Build Entity shall schedule and execute all Work in a manner that does not interfere with or disrupt District operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by students, faculty, other employees and administration, access by vendors and any other person or entity using District facilities or doing business with District. Design-Build Entity shall produce and supply coordination plans and requests to District, following District procedures, for all necessary interference of construction with District, which District will reasonably cooperate with.
2. Academic Calendar/Events: Without limiting the foregoing, the academic dates/events are furnished for Design-Build Entity's information. Construction activities which may be disrupted due to these events are to be accounted for in all applicable Schedules, and Contract Time shall not be extended thereby. Design-Build Entity is advised to consult District's website for any updates to the academic calendar. Refer to Section 01 10 00 (Summary of Work) for additional information.

**12. CLAIMS BY DESIGN-BUILD ENTITY/NON-JUDICIAL SETTLEMENT PROCEDURE**

**A. Scope**

1. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier, and any claims arising under tort law as well as contract law. All Subcontractor and supplier claims of any type shall be brought only through Design-Build Entity as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against District.
2. "Claim" means a written demand or written assertion by Design-Build Entity seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12. A voucher, invoice, proposed change, Application for Payment, cost Proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate notice and claim in compliance with claim submission requirements herein.
3. The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also step one of a two step claim presentment procedure by agreement under Section 930.2 of the California Government Code. Specifically, step one is compliance with this contract claims procedure and filing/administering timely contract claims in accordance with the Contract Documents. Step two is filing a timely Government Code Section 910 claim in accordance with the California Government Code. Any Government Code Section 910 claims shall be presented in accordance with the Government Code and shall affirmatively indicate Design-Build Entity's prior compliance with the claims procedure herein and previous dispositions under this Article.
4. The provisions of this Article 12 shall survive termination, breach or completion of the Contract Documents. Design-Build Entity shall bear all costs incurred in the preparation and submission of a claim.

**B. Procedure**

1. Disputed Work. Should any clarification, determination, action or inaction by District or Architect/Engineer, Work, third party, or any other event whatsoever, in the opinion of Design-Build Entity, exceed the requirements of or not comply with Contract Documents in any way, or otherwise

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result in Design-Build Entity seeking additional compensation in time or money or damages for any reason (collectively “Disputed Work”), then Design-Build Entity shall so notify District. Design-Build Entity and District shall make good faith attempts to resolve informally any and all such issues, claims and/or disputes.

2. **Duty to Work During Disputes.** Notwithstanding any dispute or Disputed Work, Design-Build Entity shall continue to prosecute the Work and the Disputed Work in accordance with the determinations of District. Design-Build Entity’s sole remedy for Disputed Work is to pursue the remedies in this Article 12 and follow the determinations of District.
3. **Timely Notice of Disputed Work Required.** Before commencing any Disputed Work, or within five (5) Days after Design-Build Entity’s first knowledge of the Disputed Work, whichever is earlier, Design-Build Entity shall file a written notice and preliminary cost Proposal for the Disputed Work with District stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The written notice must identify the subcontractors, vendors, suppliers effected, if any, sufficient for District to visit the site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question; and Design-Build Entity is encouraged to supply digital photographs by email if possible. The preliminary cost Proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. If a written notice and preliminary cost Proposal for Disputed Work is not issued within this time period, or if Design-Build Entity proceeds with the Disputed Work without first having given the notice of the Disputed Work, Design-Build Entity shall waive its rights to further claim on the specific issue.
4. **Timely Notice of Potential Claims Required.** District will review Design-Build Entity’s timely notice and preliminary cost Proposal for Disputed Work and provide a decision. If, after receiving the decision, Design-Build Entity disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, then Design-Build Entity shall so notify District, in writing, within five (5) Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. (If District should fail to provide a decision on a notice and preliminary cost Proposal within thirty (30) days, then Design-Build Entity shall submit a notice of potential claim within ten days following the thirtieth (30th) day, i.e., or by the 40th day following the notice and preliminary cost Proposal.) Design-Build Entity shall continue to prosecute the Disputed Work to completion.
5. **Quarterly Claims Required.** At the end of each calendar year quarter (March 31, June 30, September 30 and December 31) of each year, for each and every notice of potential claim that Design-Build Entity may have submitted in that quarter, Design-Build Entity shall submit a formal claim in the form specified herein. Design-Build Entity may file a single consolidated claim each quarter, or may file separate claims each quarter, as Design-Build Entity sees fit, provided Design-Build Entity complies with the requirements below. (Design-Build Entity may defer until the next reporting period the filing of a formal claim for any notices of potential claim timely issued within the last 15 days of the prior quarter.) The formal claim(s) shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting the Design-Build Entity’s position, for each notice of potential claim that Design-Build Entity intends to pursue as a formal claim (further described below).
6. **Claim Updates Required.** If Disputed Work persists longer than a single calendar quarter, then Design-Build Entity shall, every quarter until the Disputed Work ceases, submit to District a document titled “Claim Update” that shall update and quantify all elements of the claim as completely as possible. Design-Build Entity’s failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Design-Build Entity waiving its

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claim(s). Design-Build Entity shall also maintain a continuing “claims log” that shall list all outstanding claims and their value, and provide such log to District quarterly.

7. Claim Negotiations Required. Upon receipt of Design-Build Entity’s formal claim(s) including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, District or its designee will review the issue and render a final determination. Design-Build Entity and District may mutually agree upon a claims resolution protocol, a neutral facilitator or mediator, or other alternative dispute resolution procedures, as appropriate. District may in its discretion conduct an administrative hearing on Design-Build Entity’s claim, in which case Design-Build Entity shall appear, participate, answer questions and inquiries, and present any further document, schedules or analysis requested by District to evaluate and decide Design-Build Entity’s claim.

**C. Claim Format**

1. Design-Build Entity shall submit the formal claim(s) with a cover letter and certification of the accuracy of the formal claim.
2. The formal claim(s) shall list separately each notice of potential claim that Design-Build Entity intends to pursue as a formal claim(s), and for each such item separately, Design-Build Entity shall provide the following:
  - a. Summary of the claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
  - b. List of documents relating to claim including Reference Construction Documents, Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
  - c. Chronology of events and correspondence;
  - d. Analysis of claim merit;
  - e. Analysis of claim cost; and
  - f. Attach supporting cost and schedule documents as required in this Article and elsewhere in the Contract Documents (e.g., Section 01 32 16 (Progress Schedules and Reports)).
3. For each notice of potential claim that Design-Build Entity intends to pursue as a formal claim, Design-Build Entity shall establish in the formal claim a direct causal link between the separate item of cost/time requested, the separate notices of potential claim timely issued, and the specific changed Work asserted. Total cost claims shall not be allowed.
4. Claims shall be calculated in the same manner as Change Orders per Section 01 26 00 (Modification Procedures). EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), DISTRICT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND DESIGN-BUILD ENTITY SHALL NOT INCLUDE THEM IN ITS CLAIMS. DESIGN-BUILD ENTITY SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS SET FORTH IN SECTION 01 26 00 (MODIFICATION PROCEDURES).

**D. Mediation**

1. If Design-Build Entity’s claims submitted in accordance with this Article 12 at Project completion total less than \$375,000, then claims resolution shall first proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code, found in Section 01 41 00 (Regulatory Requirements).
2. If Design-Build Entity’s claims submitted in accordance with this Article 12 at Project completion exceed \$375,000, then, as a condition precedent to litigation (or if otherwise permitted by the Contract Documents, arbitration) thereon, such claims must first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators



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trained in construction industry mediation, having a minimum of twenty (20) years experience in the construction industry. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Design-Build Entity claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

**E. Subcontractor Claims**

1. Design-Build Entity shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. District shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

**F. Waiver.**

1. If Design-Build Entity fails to comply with this Article 12 as to any claim, then Design-Build Entity shall waive its rights to such claim.
2. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Article 12, may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action.
3. Design-Build Entity may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and District must give its approval in writing (which approval may be withheld in District discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written change order signed by both parties and approved as to form by their legal counsel.
4. District shall not be deemed to waive or alter any provision under this Article 12, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 12.

**13. LEGAL AND MISCELLANEOUS**

**A. Laws And Regulations**

1. Design-Build Entity shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent permitted by law, protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design-Build Entity or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Reference Construction Documents or other Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Reference Construction Documents or other Contract Documents shall govern. Whenever Reference Construction Documents or other Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.
3. Design-Build Entity shall comply with applicable portions of Title 19 and Title 24, California Code of Regulations (Uniform Building Code) (most recent edition), and Public Contract Code. Whenever Contract Documents require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Contract Documents shall govern. Whenever Contract Documents require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

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4. Design-Build Entity shall maintain in the Project Office a current copy of Title 19 and 24 of the California Code of Regulations at all times during construction.

**B. Permits And Taxes**

Design-Build Entity shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any Proposal price. Design-Build Entity shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Design-Build Entity shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

**C. Responsibility Of Design-Build Entity And Indemnification**

1. Except to the extent caused by their sole negligence, willful misconduct or active negligence, District and each of its officers, employees, consultants and agents including, but not limited to the Board, Architect, and each District Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever, attributable to performance or character of the Work, and Design-Build Entity releases all of the foregoing persons and entities from any and all such claims.
2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782 and, if and to the extent applicable, California Civil Code Section 2782.8, Design-Build Entity shall assume defense of (with counsel approved by District), and indemnify and hold harmless, District and each of its officers, employees, consultants and agents, including but not limited to the Board, Architect, and each District representative, from claims, suits, actions, and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Design-Build Entity, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder.
3. With respect to third-party claims against Design-Build Entity, Design-Build Entity waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants and agents including, but not limited to District, the Board, Architect and each District representative.
4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Build Entity, its Subcontractors of any tier, or the officers or agents of any of them.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782 and, if and to the extent applicable, Civil Code Section 2782.8, the indemnification provisions, releases of

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liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Design-Build Entity fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Design-Build Entity for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

6. The indemnification provisions of this Contract as reflected in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

**D. Suspension Of Work**

1. District may, without cause, order Design-Build Entity in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures set forth in Section 01 26 00 (Modification Procedures). No adjustment shall be made to extent that:
  - a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Build Entity is responsible; or
  - b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
  - c. The suspension of Work was the direct or indirect result of Design-Build Entity's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Design-Build Entity may file a claim under Article 12 of this Document 00 71 00.
2. In addition to the foregoing, if applicable, Design-Build Entity shall receive a time extension for the actual period of time Design-Build Entity proves it was delayed by District's order to suspend, delay or interrupt Work. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Design-Build Entity's progress on the critical path, then no time extension shall be recognized; and conversely, if Design-Build Entity proves to District's satisfaction that precipitation exceeding the specified parameters causes delay to Design-Build Entity for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Design-Build Entity shall be entitled to a time extension equal to the actual period of such delay.

**E. Termination Of Contract For Cause**

1. District may declare Design-Build Entity in default of Contract Documents and District may terminate Design-Build Entity's right to proceed under the Contract Documents for cause:
  - a. Should Design-Build Entity make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Design-Build Entity in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Design-Build Entity or of all or any substantial part of its properties or if Design-Build Entity, its directors or shareholders, take action to dissolve or liquidate Design-Build Entity; or
  - b. Should Design-Build Entity commit a material breach of the Contract Documents. If District declares Design-Build Entity in default due to material breach, however, District must allow Design-Build Entity an opportunity to cure such breach within ten Days of the date of notice

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from District to Design-Build Entity providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity must provide District within the ten-Day period with a written plan (“cure plan”) acceptable to District to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments, actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Design-Build Entity must then diligently commence and continue such cure according to the written cure plan); or

- c. Should Design-Build Entity violate or allow (by a Subcontractor or other person or entity for which Design-Build Entity is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from District to Design-Build Entity demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)
2. If District at any time reasonably believes that Design-Build Entity is or may be in default under the Contract Documents as provided above, then District may in its sole discretion notify Design-Build Entity of this fact and request written assurances from Design-Build Entity of performance of Contract Documents and a written plan from Design-Build Entity to remedy any default under the terms of Contract Documents which District may advise Design-Build Entity of in writing. Design-Build Entity shall, within 10 Days of District’s request, deliver a written cure plan which meets the requirements of the written cure plan as defined above. Failure of Design-Build Entity to provide such written assurances of performance and the required written cure plan within ten Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.
3. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Design-Build Entity. Surety shall have the rights and obligations set forth in Document 00 61 00 (Construction Performance Bond). Subject to the Surety’s rights under the Performance Bond (which rights are waived upon a default thereunder), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
4. In the event of termination by District for cause:
  - a. District will compensate Design-Build Entity for the value of the Work delivered to District upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Design-Build Entity provides District with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, District will not compensate Design-Build Entity for its costs in terminating the Work or any cancellation charges owed to third parties.
  - b. Design-Build Entity shall deliver to District possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Reference Construction Documents and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Design-Build Entity shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this subparagraph shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design-Build Entity shall compensate

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District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.

- c. District's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Proposing Document.
5. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Design-Build Entity shall cooperate with a completing Design-Build Entity as required under Article 6 of this Document 00 71 00.
6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Design-Build Entity shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore. Any Design-Build Entity claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this Document 00 71 00. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design-Build Entity.

**F. Termination Of Contract For Convenience**

1. District may terminate for convenience performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination for convenience may only be effected by District delivering to Design-Build Entity written "Notice of Termination for Convenience" specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.
2. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by District, Design-Build Entity shall:
  - a. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;
  - b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
  - c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
  - d. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Design-Build Entity under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
  - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this subparagraph;
  - f. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;
  - g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in subparagraph, but Design-Build Entity shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by District. Proceeds of transfer or disposition shall be applied to reduce payments to be made by District to Design-Build Entity

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- under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;
- h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
  - i. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Design-Build Entity's possession and in which District has or may acquire interest.
3. After receipt of a notice of termination for convenience, Design-Build Entity shall submit to District its termination for convenience claim, in form and with all certifications required by Article 12 of this Document 00 71 00. Design-Build Entity's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Design-Build Entity and District may agree upon the whole or part of the amount or amounts to be paid to Design-Build Entity because of a total or partial termination of Work for convenience. If Design-Build Entity and District fail to agree on the whole amount to be paid to Design-Build Entity because of the termination of the Work under this subparagraph, District's total liability to Design-Build Entity by reason of the termination shall not exceed the total (without duplication of any items) of:
- a. The reasonable cost to Design-Build Entity, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
  - b. A reasonable allowance for profit on actual and allowable cost of Work performed as determined under this subparagraph, provided that Design-Build Entity establishes to District's satisfaction that Design-Build Entity would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
  - c. Reasonable costs to Design-Build Entity of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
  - d. A reasonable allowance for Design-Build Entity's internal administrative costs in preparing termination claim.
  - e. Except as provided in this subparagraph, District shall not be liable for costs incurred by Design-Build Entity or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design-Build Entity's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
  - f. District shall have no obligation to pay Design-Build Entity under this subparagraph unless and until Design-Build Entity provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.
4. In arriving at the amount due Design-Build Entity under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
- a. All unliquidated advances or other payments on account previously made to Design-Build Entity, including without limitation all payments applicable to the terminated portion of Contract Documents;

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- b. Any claim which District may have against Design-Build Entity in connection with Contract Documents; and
- c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design-Build Entity or sold under provisions of this subparagraph, and not otherwise recovered by or credited to District.

**G. Contingent Assignment Of Subcontracts**

- 1. Design-Build Entity hereby assigns to District each Subcontract for a portion of the Work (including Services), provided that:
  - a. The assignment is effective only after District's termination of Design-Build Entity's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to the termination for cause subparagraphs herein.
  - b. The Assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing;
  - c. The assignment is subject to the prior rights, if any, of the Surety, obligated by Document 00 61 00 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
  - d. After the effectiveness of an assignment, Design-Build Entity shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and
  - e. Nothing in this subparagraph shall modify or limit any of Design-Build Entity's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

**H. Remedies and Contract Integration**

- 1. Subject to Contract Documents provisions regarding Design-Build Entity claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between District and Design-Build Entity arising out of or relating to Contract Documents, any breach thereof or the Project shall be the applicable court of competent jurisdiction located in the County of Santa Clara. All District remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and every other remedy herein provided; and in all instances District shall have any and all other equitable and legal rights and remedies which it would have according to law.
- 2. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between District and Design-Build Entity regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. District and Design-Build Entity represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
- 3. In any proceeding to enforce the Contract Documents, Design-Build Entity and District agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability, claims and time extension procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.

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4. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

**I. Patents**

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

**J. Substitution For Patented And Specified Articles**

1. Except as noted specifically in Reference Construction Documents, whenever in Reference Construction Documents, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal." Design-Build Entity may offer any substitute material or process that Design-Build Entity considers equal in every respect to that so designated and if material or process offered by Design-Build Entity is, in opinion of District, equal in every respect to that so designated, its use will be approved. However, Design-Build Entity may utilize this right only by timely submitting a substitution request as provided in Document 00 11 19 (Request for Proposal) and Document 00 73 00 (Special Conditions). A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.
2. The foregoing limited right to an "or equal" substitution shall not apply to any material or process which is designated in the approved Drawings and Specifications by patent or proprietary name or by name of manufacturer. Any such substitution is a deviation subject to District's advance written approval as provided in subparagraph 5.F.1 above.
3. Additionally, any substitution under this paragraph may require DSA approval.

**K. Interest Of Public Officers**

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

**L. Limit Of Liability**

DISTRICT, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ARCHITECT/ENGINEER AND EACH OTHER DISTRICT REPRESENTATIVE, SHALL HAVE NO LIABILITY TO DESIGN-BUILD ENTITY FOR



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SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

**M. Severability**

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

**N. Ownership Of Results/Works For Hire**

1. The architectural and/or engineering analysis, Reference Construction Documents for the Project, including without limitation Reference Construction Documents, Design Development Documents and Construction Documents, that are prepared pursuant to the Contract Documents are and shall remain the property of District. Design-Build Entity hereby does and shall cause all Subcontractors and others who prepared such design documents for the Project to transfer, convey, and assign to District all rights throughout the world in the nature of copyright and trademark in and to all versions of such design documents, including but not limited to the Contract Documents, but only to the extent such materials apply to District and/or to the Project. District shall have the right to distribute, copy or to cause the distribution and copying of such Reference Construction Documents to third parties as may reasonably be necessary in connection with the Project.
2. Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Design-Build Entity or its Subcontractors or designers in connection with services performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Design-Build Entity or its Subcontractors or designers under this Contract are not works for hire under U.S. law, Design-Build Entity hereby assigns all copyrights to such works to District. With the prior written approval of District, Design-Build Entity may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**14. MODIFICATIONS OF CONTRACT DOCUMENTS**

**A. Alterations, Modifications And Force Account Work**

1. As provided in the latest edition of Part 1 of Title 24, California Code of Regulations, no modification or deviation from the DSA approved Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. As appropriate, Change Orders are subject to approval by the Division of State Architect. Refer to section 4-338, Part 1, Title 24, California Code of Regulations. Design-Build Entity shall aggressively plan and schedule its work, and coordinate with District and DSA, schedule RFI's and work inspections and progress, to avoid any delays or disruptions to the Work resulting from DSA requirements.
2. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Design-Build Entity shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. As appropriate, such Change Orders are subject to approval by DSA. Refer to Section 4-338, Part 1, Title 24, California Code of Regulations. In the case of any ordered extra Work, District reserves the right to furnish all or portions of associated labor, material, and equipment, which Design-Build Entity shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.

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3. District may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Design-Build Entity shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article 14 and in Section 01 26 00 (Modification Procedures).
4. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
  - a. The Work performed in connection with the change to be made;
  - b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
  - c. The extent of the adjustment in the Contract Time, if any.
5. A Change Order will become effective when signed by District. If District exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this Document 00 71 00, then the resulting Change Order shall be effective when signed by District, notwithstanding that Design-Build Entity has not signed it.
6. Changes not affecting the Contract Time or Contract Sum of the Work, in District's discretion, may be set forth in a written RFI-Reply executed by District. Execution of such an RFI-Reply constitutes Design-Build Entity's agreement to make the specified change without change to the Contract Sum or the Contract Time.
7. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive as provided in Section 01 26 00 (Modification Procedures), except in cases of emergency discussed in this Document 00 71 00.
8. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Design-Build Entity and District may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then District will reach a determination, which shall be final, subject to Design-Build Entity's rights under Article 12 of this Document 00 71 00. In all cases Design-Build Entity shall perform the changed Work as directed by District subject to Design-Build Entity's rights under Article 12 of this Document 00 71 00.
9. Design-Build Entity shall, upon District's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost Proposal or claims arising from changes in the Work.
10. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Design-Build Entity pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
11. Procedures for Modifications of Contract Documents and for calculating the cost of extra Work are given in Section 01 26 00 (Modification Procedures). Regarding delay and impact costs of any nature, Design-Build Entity may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Design-Build Entity shall prove actual costs resulting from such delays. If Design-Build Entity requests compensation for delay to the construction, then Design-Build Entity shall prove and document actual costs plus markup per the cost categories and procedures in Section 01 26 00 (Modification Procedures) in order to request, claim or prove compensation for delay.

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12. A performance bond rider covering changed Work must be executed before proceeding with the changed Work.

**B. Entitlement to Change Of Contract Time**

1. Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
2. Contract Time will be adjusted in an amount equal to the time lost due to:
  - a. Changes in the Work ordered by District;
  - b. Acts or neglect by District, Architect/Engineer, any District representative, utility providers or other contractors performing other work, provided that Design-Build Entity has fully and completely performed its responsibilities under the Contract Documents;
  - c. District ordered suspension, delay or interruption of Work which is otherwise compensable as provided in paragraph 13.D above; or
  - d. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Design-Build Entity's failure to protect the Work as required by Contract Documents.
3. Contract Time shall not be extended for any cause identified immediately above, however, unless:
  - a. Design-Build Entity actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Design-Build Entity's control and due to reasons for which Design-Build Entity is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design-Build Entity);
  - b. A claim for delay is made as provided herein; and
  - c. Design-Build Entity submits a Time Impact Evaluation as required under Section 01 32 16 (Progress Schedules and Reports) that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

**C. Notice Of Delay**

Within five Days of the beginning of any delay, Design-Build Entity shall notify District in writing, by submitting a notice of delay, describing all anticipated delays resulting from the delay event in question. Any request for extension of time include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation as specified in Section 01 32 16 (Progress Schedules and Reports). District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

**D. Non-Compensable Time Extensions; Adverse Weather Parameters**

1. Where Design-Build Entity is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Design-Build Entity (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God, epidemics, and acts of other contractors or utilities) an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation) shall be Design-Build Entity's sole and exclusive remedy for such delays.
2. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced in this subparagraph. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters first on a monthly basis and second on a cumulative annual basis, and Design-Build Entity proves that the adverse weather actually caused delays to work on the critical path. Design-Build Entity shall give

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written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring.

3. In order to qualify as an adverse weather delay with respect to the foregoing parameters, daily rainfall must exceed .1 of an inch or more, as measured by the National Oceanic & Atmospheric Administration, and Design-Build Entity shall prove that the rain actually caused delay to the Work, following the procedures in this subparagraph and the Contract Documents. Notwithstanding the foregoing allowances, Design-Build Entity shall at all times employ all available mitigation measures to enable Work to continue. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed above.
4. Design-Build Entity shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Design-Build Entity shall notify District and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
5. Design-Build Entity shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for District to not grant a time extension due to adverse weather, where Design-Build Entity could have avoided or mitigated the potential delay by exercising reasonable care. Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the following conditions are met:

- a. The number of days of adverse weather exceeds the following parameters:

January, [**11**]; February [**10**]; March [**10**]; April [**3**]; May [**3**]; June [**1**]; July [**0**]; August [**0**]; September [**1**]; October [**4**]; November [**7**]; December [**10**].

- b. The Design-Build Entity can verify that adverse weather caused delays exceeding the following number of days: **60 Days**

**E. Compensable Time Extensions**

1. Design-Build Entity may receive a time extension and be compensated for delays caused directly and solely by District or, except as provided in subparagraph 3.b below, DSA. Provided Design-Build Entity provides proper notice and documentation under Section 01 32 16 (Progress Schedules and Reports), such compensation may include extended field office overhead, field supervision, escalation charges, acceleration costs and extended subcontractor costs.
2. Design-Build Entity shall not be entitled to any time extension or compensation, however, for any delays caused in whole or in part by Design-Build Entity's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Design-Build Entity and either District or others.
3. Design-Build Entity shall not be entitled to damages for delay to the Work caused by the following reasons:
  - a. District's right to sequence the Work in a manner which would avoid disruption to District's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Design-Build Entity's failure to perform its cooperation and coordination responsibilities required by Contract Documents; District's enforcement of any government act or regulation; or the provisions of the Contract Documents;
  - b. Any DSA delay resulting from Design-Build Entity's failure to communicate and coordinate with DSA as required by paragraph 1.F. above; and

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- c. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by District or its consultants in a reasonable time commensurate with Contract Documents requirements.

**F. Liquidated Damages**

1. Time is of the essence. Execution of Contract Documents by Design-Build Entity shall constitute acknowledgement by Design-Build Entity that Design-Build Entity understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Design-Build Entity and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.
2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by District for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Design-Build Entity failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Except as otherwise provided, liquidated damages shall also include lost revenues, interest expenses and cost of substitute facilities. However, liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, cost of completion of the Work, , claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against District as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof. Design-Build Entity shall be fully responsible for the actual amount of any such damages it causes, in addition to the liquidated damages otherwise due District.
3. District may deduct from any money due or to become due to Design-Build Entity subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Design-Build Entity fall behind the approved Progress Schedule in circumstances where it is substantially likely that District will be entitled to assess liquidated damages, District may deduct liquidated damages based on its estimated period of late completion. District need not wait until Final Completion to withhold liquidated damages from Design-Build Entity's progress payments. Should money due or to become due to Design-Build Entity be insufficient to cover aggregate liquidated damages due, then Design-Build Entity forthwith shall pay the remainder of the assessed liquidated damages to District.

**G. Differing Site Conditions**

1. In the event that Design-Build Entity encounters underground conditions that exceed the scope of the Work, then Design-Build Entity shall promptly give District written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that the Design-Build Entity believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, and is not within the scope of Work; (2) subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Design-Build Entities prior to the deadline for submitting Proposals, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations.

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- a. District shall promptly investigate the conditions, and if it finds that (i.) the conditions do materially so differ in a manner Design-Build Entity did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii.) cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, then (iii.) District shall initiate a change order under the procedures described in the Contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents, including without limitation Section 01 26 00 (Modification Procedures).
  - b. If District determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or do not involve hazardous waste, or that Design-Build Entity should have anticipated the same through its required pre-Proposal investigations, or for any other reason that no change in terms of the Contract Documents is justified, District will so notify Design-Build Entity in writing, stating reasons.
  - c. In the event that a dispute arises between District the Design-Build Entity whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, the Design-Build Entity shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Design-Build Entity shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between contracting parties.
2. Design-Build Entity shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Site conditions (whether above or below grade) if:
  - a. Design-Build Entity knew of the existence of such conditions at the time Design-Build Entity submitted its Proposal; provided, that this requirement shall not apply if the condition results from the District's failure to timely address a known condition which is expressly outside the scope of Design-Build Entity's Work;
  - b. Design-Build Entity should have known of the existence of such conditions at the time Design-Build Entity submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents, including without limitation, the investigation requirements herein at Articles 2 and 10 of Document 00 71 00;
  - c. The information or conditions claimed by Design-Build Entity to be Latent or materially different consist of information, conclusions, opinions or deductions made from underground conditions reports, of the kind that this Document 00 71 00 precludes reliance upon; or,
  - d. Design-Build Entity was required to give written notice and failed to do so within the time required.
3. If, because of a differing site condition as defined herein, Design-Build Entity does not agree to continue with the Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, District may order the disputed portion of Work deleted from the Work, or performed by others, or District may invoke its right to terminate Design-Build Entity's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Design-Build Entity does not agree with District's determination of any adjustment in the Contract Sum or Contract Time as a result, Design-Build Entity may make a claim as provided in Article 12 of this Document 00 71 00.

**H. Change Orders Related to Underground Facilities.**

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by District or in information on file at USA or is not otherwise reasonably known to Design-Build Entity by performing its obligations in Articles 2 and 10 of this Document 00 71 00, then Design-Build Entity shall, promptly after becoming aware thereof and before

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further disturbing conditions affected thereby (and in no event later than five Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 15 of this Document 00 71 00), identify the providers of such Underground Facility and give written notice to that provider and to District. During such time, Design-Build Entity shall be responsible for the safety and protection of such Underground Facility.

2. Design-Build Entity shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, for Underground Facilities either not shown or inaccurately shown in the Contract Documents, the information supplied pursuant to Document 00 31 19 (Geotechnical Data and Existing Conditions) or in information on file at USA, only where the inaccuracy was (i.) material and outside of the normal experience on projects of this nature, (ii.) was not reasonably inferable from existing information, and (iii.) directly results in a material, justifiable and actual increase in the cost of Design-Build Entity's work. For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, or if the Underground Facility could be determined or its cost impact mitigated by performing the obligations in Articles 2 and/or 10 of this Document 00 71 00, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated or was shown at a different place or a different elevation in the Contract Documents, in the information supplied to Design-Build Entity pursuant to Document 00 31 19 (Geotechnical Data and Existing Conditions), or in information on file at USA.
3. Main Line and Trunk Line Utilities (Government Code Section 4215). Consistent with Government Code Section 4215, as between District and Design-Build Entity, District will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or Document 00 31 19 (Geotechnical Data and Existing Conditions). District will compensate for the cost of locating and repairing damage not due to Design-Build Entity's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents or Document 00 31 19 (Geotechnical Data and Existing Conditions) with reasonable accuracy, and equipment on the Project necessarily idled during such work.

**15. WORKING CONDITIONS AND PREVAILING WAGES**

**A. Use Of Site/Sanitary Rules**

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Design-Build Entity shall furnish toilets and hand wash stations for use of Design-Build Entity's and Subcontractors' employees on the Site where needed, and their use shall be strictly enforced. Adequate facilities must be provided for male and female employees. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval and meet state regulatory requirements.
2. Design-Build Entity shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Design-Build Entity shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Design-Build Entity shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Design-Build Entity shall leave the premises clean and ready for occupancy by District at

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Substantial Completion of Work. Design-Build Entity shall restore to original condition all property not designated for alteration by Contract Documents.

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

**B. Protection Of Work, Persons, Property And Operations**

1. Design-Build Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design-Build Entity shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Design-Build Entity shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Design-Build Entity shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of District, its officers, employees, agents, invitees, licensees, lessees or contractors.
2. Design-Build Entity shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and utility provider when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.
3. Design-Build Entity shall remedy all damage, injury, loss or interruption to any property or operations of District or contiguous property owners, caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design-Build Entity's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design-Build Entity's Work. Design-Build Entity shall give all notices required by potentially responsible insurance carriers and require that its Subcontractors and suppliers do the same.
4. Design-Build Entity shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.
5. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.
6. The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.
7. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until District receives satisfactory evidence that any and all suits or claims against Design-Build Entity for injury to persons, property or operations are either settled, or adequately provided for (such as by insurance or otherwise).

**C. Responsibility For Safety And Health**

1. Design-Build Entity shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Site. These laws include the



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Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and District's safety regulations as amended from time to time. Design-Build Entity shall comply with all District directions regarding protective clothing and gear.

2. Design-Build Entity shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Design-Build Entity shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Design-Build Entity's control. Design-Build Entity shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Design-Build Entity, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard. Design-Build Entity shall provide protective clothing and gear to all visitors to the Site.
3. Design-Build Entity shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: District designated routes for ingress and egress thereto and any other District designated area. Except those routes for ingress and egress over which Design-Build Entity has no right of control, within such areas, Design-Build Entity shall provide safe means of access to all places at which persons may at any time have occasion to be present.
4. Design-Build Entity shall fill out and submit a Minimum Performance Safety Checklist, Site Specific Job Hazard Analysis (JHA), and Chemical Inventory/Safety Data Sheets (see Document 00 73 04 Supplemental General Conditions - Minimum Performance Safety Checklist). In addition to the above, the Design-Build Entity shall have an effective written Injury and Illness Prevention Program as required by Cal OSHA (see <http://www.dir.ca.gov/dosh/etools/09-031/> for clarification).

**D. Emergencies**

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Design-Build Entity, without special instruction or authorization from District, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by District. Design-Build Entity shall give District prompt written notice if Design-Build Entity believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If District determines that a change in the Contract Documents is required because of the action taken by Design-Build Entity in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action. Emergency contact names & phone numbers, where Design-Build Entity's Superintendent and Project Manager can be reached at any time, are to be provided to the District, within 10 days after issuance of a Notice to Proceed with Construction.

**E. Use Of Roadways And Walkways**

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

**F. Nondiscrimination**

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

**GENERAL CONDITIONS**  
**(DESIGN-BUILD)**

**G. Labor Compliance Program and Prevailing Wages**

1. If the Project is at least partially funded with State bond money, or is a Design-Build project, then, pursuant to Labor Code sections 1771.5 and 1771.7, the District and/or its designee is operating a labor compliance program ("LCP") on this Project as indicated in the Labor Compliance Program Information and Forms to be provided by District. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the District's LCP, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the District cannot issue payment. The following provisions indicated herein are specifically understood to be part of the District's LCP. If there is no LCP on this Project, the Contractor and all of its subcontractor(s) are still required to comply with all applicable provisions of the Labor Code and the obligation to provide certified payroll records to the District as indicated herein.
2. Design-Build Entity shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Design-Build Entity shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
3. Design-Build Entity shall forfeit, as a penalty to District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this subparagraph and the terms of the Labor Code shall be withheld and retained from payments due to Design-Build Entity under the Contract Documents, pursuant to this Document 00 71 00 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by District. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.
4. Design-Build Entity shall insert in every subcontract or other arrangement which Design-Build Entity may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
5. Design-Build Entity stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813. Failure to so comply, including without limitation Labor Code Section 1776, shall constitute a default under this Contract.
6. Design-Build Entity and its Subcontractors shall be responsible for compliance with Labor Code Section 1776.
  - a. Design-Build Entity and Subcontractors must keep accurate payroll records, showing the name, address, social security number, Work classification, straight time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Work of the Contract documents. Each payroll record shall contain or be verified by a written declaration as required by Labor Code Section 1776.

**GENERAL CONDITIONS**  
**(DESIGN-BUILD)**

- b. The payroll records enumerated above must be certified and shall be available for inspection at all reasonable hours at the principal office of Design-Build Entity as required by Labor Code Section 1776.
  - (X) Design-Build Entity shall inform District of the location of records enumerated above, including the street address, city and county, and shall, within five working Days, provide a notice of a change of location and address.
  - (Y) Design-Build Entity or Subcontractor has 10 Days in which to comply subsequent to receipt of a written notice requesting the records enumerated above. In the event that Design-Build Entity or Subcontractor fails to comply with the ten-Day period, he or she shall, as a penalty to District on whose behalf the contract is made or awarded, forfeit \$25.00 for each calendar Day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. Design-Build Entity is not subject to a penalty assessment pursuant to this subparagraph due to the failure of a Subcontractor to comply with this subparagraph.
- c. Design-Build Entity shall also deliver certified payrolls to District with each Application for Payment as described in Section 01 29 00 (Payments and Completion).

**H. State Labor Compliance Monitoring and Enforcement Requirements**

- 1. Contractor shall post on each job site a notice in the form prescribed by Section 16451, Subsection (d), of Title 8 of the California Code of Regulations, which form is available from the Compliance Monitoring Unit of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California ("CMU"), and provides as follows:

This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.

The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).

Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.

Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc.) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.

For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are

**GENERAL CONDITIONS**  
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also available at the Department of Industrial Relations website found at [www.dir.ca.gov/dlse/PublicWorks.html](http://www.dir.ca.gov/dlse/PublicWorks.html).

2. On a random basis and at such other times as it deems appropriate, the CMU may confirm accuracy of payroll reports. "Confirmation" for this purpose means the corroboration of information in payroll reports through independent sources, including without limitation worker interviews, examination of any time and pay records found within the definition of "Payroll Records" in section 16000 of Title 8 of the California Code of Regulations, direct verification of "Employer Payments" as defined at section 16000 of Title 8 of the California Code of Regulations through third-party recipients of those payments, or any other legal and reasonable method of corroboration. If required by the CMU as part of its confirmation process, Contractors and Subcontractors shall furnish for inspection itemized statements prepared in accordance with Labor Code Section 226.
3. Representatives of the CMU may conduct in-person inspection(s) at the Project site or sites ("On-Site Visits"). In accordance with Labor Code Section 90, Contractor shall provide the CMU representatives with free access to the project site and any other place of labor and shall provide to the CMU or its representative any information or statistics pertaining to the lawful duties of the Labor Commissioner and any other laws enforced by the Labor Commissioner.
4. If the contractor is provided notice of a violation by a Subcontractor, Contractor shall require that the Subcontractor promptly correct any non-compliance of which Contractor receives notice or becomes aware.

**I. Environmental Controls**

1. Design-Build Entity shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017 and as required by Bay Area Air Quality Management District, water quality Best Management Practices. Design-Build Entity shall be responsible for insuring that Design-Build Entity's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

**J. Shoring Safety Plan**

1. At least five Days in advance of excavating any trench five feet or more in depth, Design-Build Entity shall submit to District a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation, as required by Labor Code Section 6705. A civil or structural engineer registered in California retained by the Design-Build Entity shall prepare and approve any plan that varies from the shoring system standards established by the State Construction Safety Orders.
2. During the course of Work, Design-Build Entity shall be responsible for determining where sloping, shoring, and/or bracing is necessary and the adequacy of the design, installation, and maintenance of all shoring and bracing for all excavation, including any excavation less than five feet in depth. Design-Build Entity will be solely responsible for any damage or injuries that may result from excavating or trenching. District's acceptance of any drawings showing the shoring or bracing design or work schedule shall not relieve Design-Build Entity of its responsibilities under this subparagraph.
3. DSA must review and approve shoring of structures prior to commencement of shoring operations. Design-Build Entity shall submit shoring design sufficiently in advance of the Work as necessary to avoid delay.
4. Cal/OSHA Permit. Design-Build Entity shall comply with Labor Code 6500 and shall obtain, as applicable, a permit as required by Cal/OSHA for each of the following:

**GENERAL CONDITIONS**  
**(DESIGN-BUILD)**

- a. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
- b. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
- c. Erection or dismantling of vertical shoring systems more than three stories high, or the equivalent height (36 feet).
- d. The underground use of diesel engines in mines or tunnels.

END OF DOCUMENT

**SPECIAL CONDITIONS**

**1. Modernization Projects**

Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes outside the limits of work, must be coordinated with District and Project Manager before Work is to start.

Upon request, the District may, at its own discretion, provide a master key to the school site for the convenience of the Design-Build Entity **only**. Design-Build Entity must coordinate with their sub-contractors for access. The Design-Build Entity agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the master key is lost or stolen or if any unauthorized party obtains a copy of the key or access to the school.

The Design-Build Entity is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Design-Build Entity shall provide temporary services to all facilities interrupted by Design-Build Entity's Work.

The Design-Build Entity shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

Design-Build Entity shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Design-Build Entity encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

**2. Substitution for Specified Items**

- A. The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400 (c)): A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
- (1) In order to match other products in use on a particular public improvement either completed or in the course of completion.
  - (2) In order to obtain a necessary item that is only available from one source.

**SPECIAL CONDITIONS**

The items are identified in the table below:

|   |                                                                |                                                                                                                                     |
|---|----------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <b>Door Closers</b>                                            | LCN                                                                                                                                 |
| 2 | <b>Door lockset cores</b>                                      | Schlage Heavy Duty D-Series Grade 1 Cylindrical Locks and Cores                                                                     |
| 3 | <b>Panic door hardware</b>                                     | Von Duprin                                                                                                                          |
| 4 | <b>FRP Doors</b>                                               | Special-Lite                                                                                                                        |
| 5 | <b>Top set base</b>                                            | Burke                                                                                                                               |
| 6 | <b>Ceramic Tile</b>                                            | Dal-Tile                                                                                                                            |
| 7 | <b>Paint</b>                                                   | Dunn Edwards Paints<br>Rustoleum                                                                                                    |
| 8 | <b>Fire Alarm</b>                                              | Gamewell                                                                                                                            |
| 9 | <b>Toilet PartitionsExterior Lighting<br/>(Pole Mount LED)</b> | Partition Systems Incorporated of South Carolina:<br>Columbia PhenolicSanta Teresa: Kim CC<br>All Other Sites: Phillips Gardco GL18 |

- B. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Design-Build Entity may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
- (1) If the material, process, or article offered by Design-Build Entity is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Design-Build Entity shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
  - (2) This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Design-Build Entity shall not be entitled to request a substitution with respect to those materials, products or services.

**SPECIAL CONDITIONS**

- (3) Requests for substitutions prior to award of the Contract shall be done within the time period indicated in Document 00 11 19 (Request for Proposal).

**AND**

Requests for Substitutions after award of Contract shall be within **THIRTY-FIVE (35)** calendar days of the date of the Notice of Award.

C. A request for a substitution shall be in writing and shall include:

- (1) All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
- (2) Available maintenance, repair or replacement services;
- (3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
- (4) Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
- (5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

D. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Design-Build Entity. The Design-Build Entity warrants that if substitutes are approved:

- (1) The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
- (2) The Design-Build Entity provides the same or superior warranties and guarantees for the substitute that would be provided for that specified;



**SPECIAL CONDITIONS**

- (3) The Design-Build Entity shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Design-Build Entity without a change in the Contract Price or Contract Time;
  - (4) The Design-Build Entity shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
  - (5) The Design-Build Entity shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Design-Build Entity agrees to execute a deductive Change Order to reflect that credit.
- E. In the event Design-Build Entity furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Design-Build Entity.
- F. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

**3. Permits, Certificates, Licenses, Fees, Approval**

A. **Payment for Permits, Certificates, Licenses, and Fees.** As required in the General Conditions, the Design-Build Entity shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

- 1. None.

**B. Storm Water Permits**

- 1. Design-Build Entity acknowledges that all California school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:

**SPECIAL CONDITIONS**

- a. A Municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
  - b. A Storm Water Pollution Prevention Plan (SWPPP) at:
    - (i) Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
    - (ii) Construction sites where:
      - (a) One (1) or more acres of soil will be disturbed, or
      - (b) The project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.
2. Design-Build Entity shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

END OF DOCUMENT

**SUPPLEMENTAL GENERAL CONDITIONS – HAZARDOUS MATERIALS**

**1. SUMMARY**

- A. This Document 00 73 05 includes requirements that supplement the paragraphs of Document 00 71 00 (General Conditions) as they apply to location, removal, remediation, disposal, and abatement of hazardous materials and hazardous waste at the Site in general.

**2. SUPPLEMENT TO PARAGRAPH 5.G, PRECEDENCE OF DOCUMENTS.**

Add new Paragraph, which reads:

6. Notwithstanding anything to the contrary above, should any provision or requirement of any Contract Document conflict with another provision or requirement in the Contract Documents on subject matters of hazardous waste abatement, clean up, disposal, or required safety standards or methods, then the most stringent provision or requirement shall control.

**3. SUPPLEMENT TO PARAGRAPH 8.B, OBSERVATION OF WORK BY DISTRICT.**

Add new Paragraphs, which read:

4. District shall exercise administration on the Contract Documents. District will employ a consultant to assist in the preparation of the hazardous materials abatement contract specifications if necessary. District reserves the right to assign or delegate to this consultant, or any other consultant ("Consultant") any or all of the responsibilities of the Engineer/Architect under the Contract Documents, or alternatively, to act as District's representative. Design-Build Entity shall be notified in writing of any such delegation.
5. Design-Build Entity shall cooperate with Consultant as directed by District. Consultant's duties may include observing Design-Build Entity's health and safety program and practices, observing the abatement construction activities, observing the contractor's abatement work practices for compliance with the Contract Documents, observing the extent of material removed from each job site, reviewing payment requests, reviewing reports required by governmental or quasi-governmental agencies or the Contract Documents, and providing clearance tests after abatement is completed. No action, omission to act, approval, or failure to advise Design-Build Entity as to any matter by Consultant shall in any way relieve Design-Build Entity from its responsibility for the performance of the Work in strict accordance with the Contract Documents and applicable Law. Unless directed otherwise in writing by District, Design-Build Entity shall not communicate directly with the Consultant and shall direct all communications to District.

**4. SUPPLEMENTS TO PARAGRAPH 9, WARRANTY, GUARANTY AND INSPECTION OF WORK.**

- a. Add to the end of Paragraph 9.A the following additional warranties and representations:
- 4 Additional Warranties and Representations:
- a. Design-Build Entity represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training and ability to comply fully with all applicable Laws and Contract Documents requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to adequately address the actual or potential dangers of contract performance).
- b. Design-Build Entity represents and warrants that it, its employees and its Subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state and other governmental and quasi-governmental requirements applicable to the Work.

**SUPPLEMENTAL GENERAL CONDITIONS – HAZARDOUS MATERIALS**

- c. Design-Build Entity represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in this contract, and prior to submitting its Proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved “or equal” request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Design-Build Entity accepts the risk that any specified procedure will result in a completed project in full compliance with Contract requirements.
- b. Add to the end of Paragraph 9.F the following new Paragraphs, which read:
  3. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor contract requirements of safe and statutory compliant work methods and (where applicable) safe re-entry level air standards under State and Federal law upon completion of the job, and compliance of the work with periodic and final inspection of public and quasi-public entities having jurisdiction.
  4. Design-Build Entity acknowledges that District also has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, provided that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Design-Build Entity. In the event District elects to perform these activities and tests, Design-Build Entity shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Design-Build Entity will include the potential impact of these activities for tests by District in the Contract Sum and the Contract Time.
  5. Notwithstanding District’s rights granted by this Paragraph 9.F, Design-Build Entity may be required to retain its own industrial hygiene consultant and shall have primary responsibility for collecting samples and perform all applicable, relevant or appropriate activities and tests including, but not limited to, pre-abatement, during abatement and post-abatement air monitoring, required or suggested by the Contract Documents, Laws, or both, and District reserves the right to request documentation of all such activities and tests performed by Design-Build Entity relating to the Work.

**5. SUPPLEMENT TO PARAGRAPH 11.B, COST DATA.**

Add new Paragraphs, which read:

5. Design-Build Entity shall obtain and maintain and shall furnish to District on completion of the Work or at any other time requested by District, all necessary permits, licenses, approvals, authorizations, notifications, training certificates, respirator certificates, reports, correspondence, test results, air monitoring certificates, forms, medical records, medical certificates, notes and photographs of work conditions, approved shipping and disposal facility receipts, manifests, and all other documentation required by the Contract Documents or applicable Law, or both.
6. Design-Build Entity shall provide District with copies of each such document as it is generated and shall, as a condition to final payment, provide District with a complete set of such documents (bound, organized and indexed) at the conclusion of the Work. Design-Build Entity shall keep and maintain in retrievable files true and correct copies of all such documents for a period of not less than thirty (30) years after final completion of the Work. District shall have the right to inspect or photocopy these records and, if Design-Build Entity should cease business operations, then it shall furnish these records to District.

**SUPPLEMENTAL GENERAL CONDITIONS – HAZARDOUS MATERIALS**

**6. SUPPLEMENT TO PARAGRAPH 13.A, LAWS AND REGULATIONS**

Add new paragraphs, which read:

5. Compliance with Laws. Design-Build Entity represents that it is familiar with and shall comply with all Laws relating to:
  - a. the protection of the public health, welfare and environment,
  - b. storage, handling or use of asbestos, PCB, lead, petroleum based products or other hazardous materials,
  - c. the generation, processing, treatment, storage, transport, disposal, destruction or other management of asbestos, PCB, lead, petroleum or hazardous waste materials or other waste materials of any kind, and
  - d. the protection of environmentally sensitive areas such as wetlands.
6. Disposal.
  - a. Design-Build Entity has the sole responsibility for determining current waste storage, handling, transportation and disposal regulations for the Site and for each waste disposal facility. Design-Build Entity must comply fully at its sole cost and expense with these regulations and any applicable Law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
  - b. Design-Build Entity shall develop and implement a system acceptable to District to track hazardous materials from the site to disposals, including appropriate “Hazardous Waste Manifests” on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
  - c. Design-Build Entity shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Design-Build Entity shall not use any disposal facility to which District has objected. Design-Build Entity shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction and forwarding the original to the designated district representative.
7. Title to/Responsibility for Hazardous Materials.
  - a. As between Design-Build Entity and District, District will retain title to all hazardous materials previously existing on the Site encountered by Design-Build Entity in the performance of the Work. District will be shown as the hazardous waste generator and will sign all hazardous waste shipment manifests or other transportation related documents for all previously existing hazardous materials. Nothing in these Contract Documents shall be construed or interpreted as requiring Design-Build Entity to assume the status of an owner or generator of previously existing hazardous materials.
  - b. Once Design-Build Entity has completed disposal of previously existing hazardous materials as required by the Contract Documents and applicable Law, Design-Build Entity shall have no further responsibility for those hazardous materials.
  - c. Design-Build Entity, not District, will retain title to all hazardous materials brought onto the Site in the performance of the Work (“Design-Build Entity Hazardous Materials”), including without limitation motor oils, lubricants, cleaners, etc. Design-Build Entity shall use, transport and (if applicable) dispose of all Design-Build Entity Hazardous Materials in accordance with all applicable requirements of the Contract Documents and applicable Law.

**7. SUPPLEMENT TO PARAGRAPH 13.B, PERMITS AND TAXES.**

Renumber the current paragraph 13.B as 13.B.1, and add new Paragraphs, which read:

**SUPPLEMENTAL GENERAL CONDITIONS – HAZARDOUS MATERIALS**

2. Before performing any of the Work, and at such other times as may be required by applicable law, Design-Build Entity shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Design-Build Entity shall submit evidence satisfactory to District that it and any disposal facility (i) have obtained all required permits, approvals and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and (ii) are in compliance with all such permits, approvals and the like. For example, before commencing any work in connection with the Work involving asbestos-containing materials or PCB subject to regulation, Design-Build Entity agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Design-Build Entity shall not conduct any Work involving asbestos-containing materials or PCB unless Design-Build Entity has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds required by governmental or quasi-governmental authorities, fees, deposits, tap fees, offsite easements and asbestos and PCB disposal facilities necessary for the prosecution of the Work shall be procured and paid for by Design-Build Entity. Design-Build Entity shall give all notices and comply with the Law bearing on the conduct of the Work as drawn and specified. If Design-Build Entity observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Design-Build Entity performs any Work contrary to the Law without such notice to District, it shall bear all costs arising therefrom.
3. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Design-Build Entity in securing the permit or giving the notice, but Design-Build Entity shall prepare for District's review and execution upon approval, all necessary applications, notices and other materials.

**8. SUPPLEMENT TO PARAGRAPH 13.C, RESPONSIBILITY OF DESIGN-BUILD ENTITY AND INDEMNIFICATION.**

Add a new Paragraph to Paragraph 13.C, which reads:

7. To the greatest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement and disposal of hazardous waste. This includes liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. §§ 9601 et seq).

**9. SUPPLEMENT TO PARAGRAPH 13.E, TERMINATION OF CONTRACT FOR CAUSE.**

Add a new Paragraph to Paragraph 13.E, which reads:

7. Notwithstanding anything in Paragraph 13.E to the contrary, District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Design-Build Entity knowingly or recklessly commit a material breach of the terms of the Contract Documents or the Law on any matter involving the exposure of persons or property to hazardous waste. However, if the breach exposing persons or property to hazardous waste is due solely to an ordinary, unintentional and non-reckless failure to exercise reasonable care, then the procedures in Paragraph 13.E for termination for default shall apply without modification.

**10. SUPPLEMENT TO PARAGRAPH 15.B, PROTECTION OF WORK, PERSONS AND PROPERTY.**

Add a new Paragraph to Paragraph 15.B, which reads:

**SUPPLEMENTAL GENERAL CONDITIONS – HAZARDOUS MATERIALS**

6. Design-Build Entity shall perform safe, expeditious and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal and disposal industry, the Laws (as herein defined), and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the Law, delivering of all requisite notices, and obtaining all necessary governmental and quasi governmental approvals.

**11. SUPPLEMENT TO PARAGRAPH 15.C, RESPONSIBILITY FOR SAFETY AND HEALTH [IF APPLICABLE]**

Add a new Paragraph to Paragraph 15.C, which reads:

4. Onsite Hazardous Materials: The District utilizes many chemicals and fuels in its operations. Many of these chemicals and fuels are hazardous and can result in severe health and safety impacts if contacted, ingested, or inhaled. A chemical inventory has been prepared by the District, and is available for Design-Build Entity review, that provides an inventory of all chemicals and fuels onsite, identifies chemical and fuel storage areas, details emergency response and evacuation plans, and includes material and safety data sheets on each chemical. In addition, the chemical inventory states the training and orientation that all persons must receive who will work at the site, including, but not limited to, employees of the District, contractors, subcontractors, consultants, and suppliers. All Design-Build Entities, Subcontractors, consultants, suppliers, and their staffs who work onsite are required to fully comply with requirements of the chemical inventory, and any future modifications thereto.

END OF DOCUMENT

SUPPLEMENTAL GENERAL CONDITIONS – ESUHSD DESIGN STANDARDS

**1. SUMMARY**

This document includes requirements that supplement Document 00 71 00 (General Conditions).

**2. ESUHSD DESIGN STANDARDS CHECKLIST**

The District has developed Design Standards and Construction Specifications. The District provides this information to establish design and construction consistency, operational efficiency and maintainability, while ensuring first class teaching and learning facilities. The design standards represent the District's opinion of best value for expenditure and are aligned with the District's strategic plan and long range goals.

The Design Standards and Construction Specifications can be found at  
<http://www.esuhsd.org/Community/Facilities/Design-Standards/index.html>

Design-Build Entity shall submit with its Proposal Exhibit 1, Design Standards Review Checklist, of this Document 00 73 06 Supplemental Conditions – SMCCCD Design Standards, to verify that Design-Build Entity has reviewed and understands District's Design Standards and Construction Specifications. The Checklist allows the Design-Build Entity to state whether it will conform or not to those standards. If or when there is a design standard referenced but none is available from the District, the Design-Build Entity shall notify the District immediately and confirm acceptance of the product, material, or building system prior to use and implementation.

End of Document

[Exhibit 1 to 00 73 06 Supplemental Conditions, Design Standards Review Checklist, attached]



**Exhibit 1 to 00 73 06 Supplemental General Conditions - ESUHS Design Standards  
(to be submitted with Design-Build Entity's Proposal)**

**ESUHS Design Standards & Construction Specifications Review Checklist**

| DIVISION NO.                                                                                                      | SECTION NO. | SECTION TITLE                                                                   | VERSION       | DBE has read this Section | DBE plans to conform to this Section | DBE does not plan to conform to this Section |
|-------------------------------------------------------------------------------------------------------------------|-------------|---------------------------------------------------------------------------------|---------------|---------------------------|--------------------------------------|----------------------------------------------|
| <b>Facility Design &amp; Construction Standards Intent, Instructions, Deviations and Updates, and Version Log</b> |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   |             | ESUHS Facility D&CS Intent, Instructions, Deviations, Updates                   | V.3 2015.0308 |                           |                                      |                                              |
|                                                                                                                   |             | ESUHS Facility D&CS Version Log                                                 | XXX           |                           |                                      |                                              |
| <b>Big Picture Design Standards</b>                                                                               |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   |             | Acoustical Design Standard                                                      | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Building, Room, Stairway and Elevator Numbering Protocol Design Standard        | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Drawing Design Standard                                                         | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Concrete Interior Flooring Design Standard                                      | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Custodial and Maintenance Closets Design Standard                               | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | DSA Form 1 Application for Approval of Plans and Specifications Design Standard | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Emergency Vehicle Access & Fire Protection Considerations Design Standard       | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Physical Access Controls & Security Management System Design Standard           | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Restrooms Design Standard                                                       | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Space Design Standard - Administrative Areas                                    | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Space Design Standard - Circulation Areas                                       | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Space Design Standard - Instructional Areas                                     | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Structural Design Guidelines Design Standard                                    | XXX           |                           |                                      |                                              |
|                                                                                                                   |             | Sustainability Design Standard                                                  | V.1.2015.0501 |                           |                                      |                                              |
|                                                                                                                   |             | Telecommunications                                                              | XXX           |                           |                                      |                                              |
| <b>DIVISION 01 – GENERAL REQUIREMENTS</b>                                                                         |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 01 91 00    | Commissioning Design Standard                                                   | XXX           |                           |                                      |                                              |
|                                                                                                                   | 01 91 13    | Commissioning Requirements Construction Specification                           | XXX           |                           |                                      |                                              |
| <b>DIVISION 07 – THERMAL AND MOISTURE PROTECTION</b>                                                              |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 07 00 00    | Roofing Design Standard                                                         | XXX           |                           |                                      |                                              |
| <b>DIVISION 08 – OPENINGS</b>                                                                                     |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 08 00 00    | Doors Design Standard                                                           | XXX           |                           |                                      |                                              |
|                                                                                                                   | 08 16 13    | FRP Doors Design Standard                                                       | XXX           |                           |                                      |                                              |
| <b>DIVISION 09 – FINISHES</b>                                                                                     |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 09 30 13    | Ceramic Tile Design Standard                                                    | XXX           |                           |                                      |                                              |
|                                                                                                                   | 09 51 23    | Acoustical Panel Ceiling Design Standard                                        | XXX           |                           |                                      |                                              |
|                                                                                                                   | 09 65 00    | Resilient Flooring Design Standard                                              | XXX           |                           |                                      |                                              |
|                                                                                                                   | 09 68 00    | Carpet Design Standard                                                          | XXX           |                           |                                      |                                              |
|                                                                                                                   | 09 91 00    | Paint Design Standard                                                           | XXX           |                           |                                      |                                              |
| <b>DIVISION 10 – SPECIALTIES</b>                                                                                  |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 10 00 00    | Miscellaneous Specialties Design Standard                                       | XXX           |                           |                                      |                                              |
|                                                                                                                   | 10 14 16    | Signage Design Standard                                                         | XXX           |                           |                                      |                                              |
|                                                                                                                   | 10 17 00    | Courtesy Telephones Design Standard                                             | XXX           |                           |                                      |                                              |
|                                                                                                                   | 10 21 13    | Toilet Compartments Design Standard                                             | XXX           |                           |                                      |                                              |
|                                                                                                                   | 10 26 00    | Wall Protection Design Standard                                                 | XXX           |                           |                                      |                                              |
|                                                                                                                   | 10 56 29    | Storage Racks Design Standard                                                   | XXX           |                           |                                      |                                              |
|                                                                                                                   | 10 75 00    | Flagpoles Design Standard                                                       | XXX           |                           |                                      |                                              |
| <b>DIVISION 11 – EQUIPMENT</b>                                                                                    |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 11 21 23    | Vending Equipment Design Standard                                               | XXX           |                           |                                      |                                              |
|                                                                                                                   | 11 82 13    | Solid Waste Bins Design Standard                                                | XXX           |                           |                                      |                                              |
|                                                                                                                   | 11 82 23    | Recycling Equipment Design Standard                                             | XXX           |                           |                                      |                                              |
|                                                                                                                   | 11 xx xx    | Facility Waste Compactors Design Standard                                       | XXX           |                           |                                      |                                              |
| <b>DIVISION 12 – FURNISHINGS</b>                                                                                  |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 12 20 00    | Window Treatments Design Standard                                               |               |                           |                                      |                                              |
|                                                                                                                   | 12 20 00    | Window Treatments Construction Specification                                    | XXX           |                           |                                      |                                              |
|                                                                                                                   | 12 30 00    | Casework Design Standard                                                        | XXX           |                           |                                      |                                              |
|                                                                                                                   | 12 46 33    | Waste Receptacles Design Standard                                               | XXX           |                           |                                      |                                              |
|                                                                                                                   | 12 48 13    | Entrance Floor Mats Design Standard                                             | XXX           |                           |                                      |                                              |
|                                                                                                                   | 12 50 00    | Furniture Finishes Design Standard                                              | XXX           |                           |                                      |                                              |
|                                                                                                                   | 12 93 00    | Site Furnishings Design Standard                                                | V.1.2015.0526 |                           |                                      |                                              |
|                                                                                                                   | 12 93 13    | Bicycle Racks and Storage Design Standard                                       | V.1.2015.0501 |                           |                                      |                                              |
| <b>DIVISION 14 – CONVEYING EQUIPMENT</b>                                                                          |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 14 20 00    | Conveying Equipment Design Standard                                             | XXX           |                           |                                      |                                              |
| <b>DIVISION 21 – FIRE SUPPRESSION</b>                                                                             |             |                                                                                 |               |                           |                                      |                                              |
|                                                                                                                   | 21 00 00    | Basic Fire Protection Design Standard                                           | XXX           |                           |                                      |                                              |

|                                                                        |             |                                                                                      |                |  |  |  |
|------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------|----------------|--|--|--|
| <b>DIVISION 22 – PLUMBING</b>                                          |             |                                                                                      |                |  |  |  |
|                                                                        | 22 00 00    | Basic Plumbing Systems Design Standard                                               | V.2b.2015.0525 |  |  |  |
|                                                                        | 22 05 13    | Common Motor Requirements for Plumbing Equipment Design Standard                     | V.1.2015.0308  |  |  |  |
|                                                                        | 22 05 23    | General Duty Valves for Plumbing Piping Design Standard                              | V.1.2015.0308  |  |  |  |
|                                                                        | 22 05 29    | Hangers and Supports for Plumbing Piping and Equipment Design Standard               | V.1.2015.0308  |  |  |  |
|                                                                        | 22 05 48    | Vibration and Seismic Controls for Plumbing Piping and Equipment Design Standard     | V.1.2015.0308  |  |  |  |
|                                                                        | 22 05 53    | Identification for Plumbing Piping and Equipment Design Standard                     | V.1.2015.0308  |  |  |  |
|                                                                        | 22 07 00    | Plumbing Insulation Design Standard                                                  | V.1.2015.0308  |  |  |  |
|                                                                        | 22 11 13    | Facility Water Distribution Piping Design Standard                                   | V.1.2015.0308  |  |  |  |
|                                                                        | 22 30 00    | Plumbing Equipment Design Standard                                                   | V.1.2015.0308  |  |  |  |
|                                                                        | 22 40 00    | Plumbing Fixtures Design Standard                                                    | V.1.2015.0410  |  |  |  |
|                                                                        | 22 47 13    | Gas Piping for Laboratory Facilities Design Standard                                 | V.1.2015.0308  |  |  |  |
| <b>DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)</b> |             |                                                                                      |                |  |  |  |
|                                                                        | 23 00 00    | Basic HVAC System Design Standard                                                    | V.2.2015.0525  |  |  |  |
|                                                                        | 23 05 13    | Common Motor Requirements for HVAC Equipment Design Standard                         | V.1.2015.0411  |  |  |  |
|                                                                        | 23 05 23    | General Duty Valves for HVAC Design Standard                                         | V.1.2015.0411  |  |  |  |
|                                                                        | 23 05 29    | Hangers and Supports for HVAC Piping and Equipment Design Standard                   | V.1.2015.0411  |  |  |  |
|                                                                        | 23 05 48    | Vibration and Seismic Controls Design Standard                                       | V.1.2015.0411  |  |  |  |
|                                                                        | 23 05 53    | Identification for HVAC Piping, Ductwork and Equipment Design Standard               | V.1.2015.0411  |  |  |  |
|                                                                        | 23 05 93    | Testing, Adjusting and Balancing Design Standard                                     | V.1.2015.0411  |  |  |  |
|                                                                        | 23 06 00    | HVAC Equipment Design Standard                                                       | V.2.2015.0428  |  |  |  |
|                                                                        | 23 07 00    | HVAC Insulation Design Standard                                                      | V.1.2015.0411  |  |  |  |
|                                                                        | 23 09 23    | Direct Digital Control System for HVAC Design Standard                               | V.1.2015.0411  |  |  |  |
|                                                                        | 23 09 53    | Pneumatic and Electric Control System for HVAC Design Standard                       | V.2.2015.0428  |  |  |  |
|                                                                        | 23 11 23    | Facility Natural Gas Systems Design Standard                                         | V.1.2015.0411  |  |  |  |
|                                                                        | 23 20 00    | HVAC Piping Design Standard                                                          | V.2.2015.0430  |  |  |  |
|                                                                        | 23 21 13    | Hydronic Piping System Design Standard                                               | V.1.2015.0411  |  |  |  |
|                                                                        | 23 21 23    | Hydronic Pumps Design Standard                                                       | V.1.2015.0411  |  |  |  |
|                                                                        | 23 31 00    | Ductwork Design Standard                                                             | V.1.2015.0411  |  |  |  |
|                                                                        | 23 33 00    | Ductwork Accessories Design Standard                                                 | V.1.2015.0411  |  |  |  |
|                                                                        | 23 34 00    | Fans Design Standard                                                                 | V.1.2015.0411  |  |  |  |
|                                                                        | 23 36 00    | Air Terminal Units Design Standard                                                   | V.1.2015.0411  |  |  |  |
|                                                                        | 23 37 00    | Air Outlets and Inlets Design Standard                                               | V.1.2015.0411  |  |  |  |
|                                                                        | 23 52 00    | Heating Boilers and Accessories Design Standard                                      | V.1.2015.0411  |  |  |  |
|                                                                        | 23 60 00    | Chilled Water Systems Design Standard                                                | V.1.2015.0411  |  |  |  |
|                                                                        | 23 62 00    | Packaged Compressor and Condenser Units Design Standard                              | V.1.2015.0411  |  |  |  |
|                                                                        | 23 75 00    | Air Handling Units Design Standard                                                   | V.1.2015.0411  |  |  |  |
|                                                                        | 23 81 00    | Decentralized Unitary HVAC Equipment Design Standard                                 | V.1.2015.0411  |  |  |  |
|                                                                        | 23 81 46    | Water to Air Heat Pumps Design Standard                                              | V.1.2015.0411  |  |  |  |
|                                                                        | 23 82 00    | Convection Heating and Cooling Units Design Standard                                 | V.1.2015.0411  |  |  |  |
|                                                                        | 23 83 16    | Radiant-Heating Hydronic Piping Design Standard                                      | V.1.2015.0411  |  |  |  |
| <b>DIVISION 25 – INTEGRATED AUTOMATION</b>                             |             |                                                                                      |                |  |  |  |
|                                                                        | 25 55 00    | Integrated Automation Facility Controls (Building Management System) Design Standard | XXX            |  |  |  |
| <b>DIVISION 26 – ELECTRICAL</b>                                        |             |                                                                                      |                |  |  |  |
|                                                                        | 26 00 00    | Basic Electrical Requirements Design Standard                                        | V.1.2015.0525  |  |  |  |
|                                                                        | 26 05 13    | Medium-Voltage Cables Design Standard                                                | V.1.2015.0517  |  |  |  |
|                                                                        | 26 05 13.13 | Medium-Voltage Conductors Design Standard                                            | V.1.2015.0517  |  |  |  |
|                                                                        | 26 05 26    | Grounding and Bonding for Electrical Systems Design Standard                         | V.1.2015.0517  |  |  |  |
|                                                                        | 26 05 29    | Hangers and Supports for Electrical Systems Design Standard                          | V.1.2015.0517  |  |  |  |
|                                                                        | 26 05 33.13 | Conduit for Electrical Systems Design Standard                                       | V.1.2015.0517  |  |  |  |
|                                                                        | 26 05 33.16 | Boxes for Electrical Systems Design Standard                                         | V.1.2015.0517  |  |  |  |
|                                                                        | 26 05 53    | Identification for Electrical Systems Design Standard                                | V.1.2015.0517  |  |  |  |
|                                                                        | 26 08 00    | Commissioning of Electrical Systems Design Standard                                  | V.1.2015.0517  |  |  |  |
|                                                                        | 26 09 23    | Lighting Control Devices Design Standard                                             | V.1.2015.0517  |  |  |  |
|                                                                        | 26 09 26    | Lighting Control Panelboards Design Standard                                         | V.1a.2015.0525 |  |  |  |
|                                                                        | 26 12 00    | Medium-Voltage Transformers Design Standard                                          | V.1.2015.0517  |  |  |  |
|                                                                        | 26 24 00    | Switchboards and Panelboards Design Standard                                         | V.1.2015.0525  |  |  |  |
|                                                                        | 26 24 19    | Motor-Control Centers Design Standard                                                | V.1.2015.0525  |  |  |  |
|                                                                        | 26 27 26    | Wiring Devices Design Standard                                                       | V.1.2015.0525  |  |  |  |
|                                                                        | 26 28 00    | Low-Voltage Circuit Protective Devices Design Standard                               | V.1.2015.0525  |  |  |  |
|                                                                        | 26 28 16.16 | Enclosed Switches Design Standard                                                    | V.1.2015.0525  |  |  |  |
|                                                                        | 26 29 23    | Variable Frequency Motor Controllers Design Standard                                 | V.1.2015.0411  |  |  |  |
|                                                                        | 26 50 00    | Lighting Design Standard                                                             | XXX            |  |  |  |
| <b>DIVISION 27 – COMMUNICATIONS</b>                                    |             |                                                                                      |                |  |  |  |
|                                                                        | 27 00 00    | Communications Basic Requirements Construction Specification                         | XXX            |  |  |  |
|                                                                        | 27 05 26    | Grounding and Bonding for Communications Systems Construction Specification          | XXX            |  |  |  |
|                                                                        | 27 05 28    | Pathways for Communications Systems Construction Specification                       | XXX            |  |  |  |
|                                                                        | 27 08 00    | Commissioning for Communications Systems Construction Specification                  | XXX            |  |  |  |
|                                                                        | 27 11 00    | Communications Equipment Room Fittings Construction Specification                    | XXX            |  |  |  |
|                                                                        | 27 13 10    | Communications Backbone Cabling Construction Specification                           | XXX            |  |  |  |
|                                                                        | 27 13 14    | Communications Optical Fiber Backbone Cabling Construction Specification             | XXX            |  |  |  |
|                                                                        | 27 15 00    | Communications Horizontal Cabling Construction Specification                         | XXX            |  |  |  |
|                                                                        | 27 32 13    | Telephone Sets Design Standard                                                       | XXX            |  |  |  |
|                                                                        | 27 32 26    | Ring-Down Emergency Telephones (for Areas of Refuge) Design Standard                 | XXX            |  |  |  |
|                                                                        | 27 51 13    | Paging Systems                                                                       | XXX            |  |  |  |
|                                                                        | 27 53 13    | Clock Systems Design Standard                                                        | XXX            |  |  |  |

|                                                     |          |                                                                                     |               |  |  |  |
|-----------------------------------------------------|----------|-------------------------------------------------------------------------------------|---------------|--|--|--|
| <b>DIVISION 28 – ELECTRONIC SAFETY AND SECURITY</b> |          |                                                                                     |               |  |  |  |
|                                                     | 28 00 00 | Basic Security System Requirements Construction Specification                       | XXX           |  |  |  |
|                                                     | 28 05 13 | Conductors and Cables for Electronic Safety and Security Construction Specification | XXX           |  |  |  |
|                                                     | 28 08 00 | Commissioning of Electronic Safety and Security Construction Specification          | XXX           |  |  |  |
|                                                     | 28 16 00 | Intrusion Detection Construction Specification                                      | XXX           |  |  |  |
|                                                     | 28 23 13 | Video Management System Design Standard                                             | V.1.2015.0709 |  |  |  |
|                                                     | 28 31 00 | Fire Detection and Alarm System Design Standard                                     | XXX           |  |  |  |
| <b>DIVISION 31 – EARTHWORK</b>                      |          |                                                                                     |               |  |  |  |
|                                                     | 31 00 00 | Earthwork and Grading Design Standard                                               | XXX           |  |  |  |
| <b>DIVISION 32 – EXTERIOR IMPROVEMENTS</b>          |          |                                                                                     |               |  |  |  |
|                                                     | 32 00 00 | Campus Exterior Improvements Design Standard                                        | XXX           |  |  |  |
| <b>DIVISION 33 – UTILITIES</b>                      |          |                                                                                     |               |  |  |  |
|                                                     | 33 00 00 | Utilities Design Standard                                                           | XXX           |  |  |  |
|                                                     | 33 10 00 | Water Utilities Design Standard                                                     | XXX           |  |  |  |
|                                                     | 33 40 00 | Storm Drainage Utilities Design Standard                                            | XXX           |  |  |  |
| <b>DIVISION 34 – TRANSPORTATION</b>                 |          |                                                                                     |               |  |  |  |
|                                                     | 34 00 00 | Transportation Design Standard                                                      | XXX           |  |  |  |

**DOCUMENT 00 73 16**  
**Exhibit \_\_\_\_\_**  
**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)**

**1.1 INTRODUCTION**

The District, hereinafter called the “Owner” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

*The OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program.* The SEWUP JPA will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure that other proper coverages are maintained, prior to contract acceptance.

**Keenan & Associates**, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors, shall (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner’s satisfaction of open items on any and all quality control checklists and inventories.

**A. Participation in the OCIP**

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Enrollment (Definition): An Eligible Contractor/Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator to the insurer. (See Sections 1.7 and 1.8)

Contractor (Definition): Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor (Definition): Includes all vendors’ suppliers, businesses, and other persons or entities that have been engaged by a Contractor to perform, or assist with the performance of, services relating to the Project.

Eligible (Definition): Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible (Definition): Ineligible (Definition): It is not the intent to insure (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator**

**EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS.** Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor, and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project. Subcontractors shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

**Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8.**

**B. Project Site and Offsite Premises**

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

## **1.2 PREQUALIFICATION & COST IDENTIFICATION**

### **A. Contractor Pre-Qualification**

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards in order to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

- 1. Have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.**
- 2. Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
- 3. Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted after bid opening and prior to bid award.**

**FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.**

### **B. Contractor Insurance Cost Identification**

Contractor's base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

### **C. Change Order Pricing**

All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

## **1.3 OWNER-PROVIDED INSURANCE COVERAGES**

**CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.**

OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP. As of March 2018, 100% of the limits are available with an estimated \$800 Million in construction values to be insured.

- A. Workers' Compensation and Employer's Liability Insurance, will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors, each as named insured, and issued an individual policy) reflecting the following Limits of Liability:**

**Workers' Compensation:**

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
F26-066-001/F35-066-001, EC Adult Transition  
Program North  
RFP-15-17-18**

**OWNER CONTROLLED INSURANCE PROGRAM  
DOCUMENT 00 73 16 - 3**

- California Statutory Benefits

**Employer's Liability:**

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as

| <b>KNOWN OCIP POLICY EXCLUSIONS</b>                                  |                                                                        |
|----------------------------------------------------------------------|------------------------------------------------------------------------|
| <b><u>Workers Compensation</u></b>                                   | <b><u>General Liability</u></b>                                        |
| Bodily Injury Outside US or Canada                                   | Aircraft, Auto or Watercraft                                           |
| Bodily Injury To Any Member of Flying Crew                           | Asbestos                                                               |
| Bodily Injury To Person Subject To Federal Workers' Compensation     | Certain Exclusions To Medical Payments Coverage                        |
| Bodily Injury To Person Subject To Occupational Disease Laws         | Certain Exclusions To Personal and Advertising Injury Liability        |
| Contractual Liability                                                | Certified Acts of Terrorism                                            |
| Employees Knowingly Employed Illegally                               | Contractual Liability (Limited Coverage Provided)                      |
| Employment Related Practices                                         | Employers Liability                                                    |
| Intentional or Aggravated Bodily Injury                              | Employment Related Practices                                           |
| Obligations Imposed By Disability Benefits or Any Similar Law        | Expected or Intended Injury                                            |
| Obligations Imposed By Occupational Disease Laws                     | Exterior Insulation and Finish Systems (EIFS) "Subject to Installation |
| Obligations Imposed By Unemployment Compensation Laws                | Fungi Or Bacteria                                                      |
| Obligations Imposed By Workers' Compensation Laws                    | Lead                                                                   |
| State or Federal Law Violation Fines, Penalties                      | Mobile Equipment                                                       |
| <b><u>Builders Risk</u></b>                                          | Nuclear                                                                |
| Asbestos                                                             | Personal and Advertising Bodily Injury                                 |
| Certain Offsite Property                                             | Pollution                                                              |
| Certain Release, Discharge, Escape, or Dispersal Of Contaminants     | Prior Continuous, or Progressively Deteriorating Injury or Damage      |
| Certified Acts of Terrorism (Can be added)                           | Professional Liability                                                 |
| Cessation of Work                                                    | Recall of Products, Work Or Impaired Property                          |
| Contractor's Tools, Machinery, Plans, Equipment                      | Silica or Silica Mixed Dust                                            |
| Cost of Making Good                                                  | Violation of Statutes Governing Collecting, Transmitting Information   |
| Damage To Existing Property (Can be added)                           | Violation of Statutes Governing Email, Fax, Phone Calls                |
| Damage While Testing Prototype or Used Machinery/Equipment           | War                                                                    |
| Damages, Fines, Penalties At Government Agency or Court Order        | Workers Compensation and Similar Laws                                  |
| Disappearance or When Revealed By Inventory Shortage Alone           | <b><u>Contractors Pollution Liability</u></b>                          |
| Earth Movement (Optional sublimits can be added)                     | Auto, Aircraft, Vessel Or Rolling Stock                                |
| Electrical, Magnetic, or Errors Related To Electronic Records        | Claims Between Certain Insured's                                       |
| Financial Accounts, Instruments, Stamps, Deeds, Precious Material    | Contractual Liability                                                  |
| Flood (Optional sublimits can be added)                              | Damage To Property                                                     |
| Foreign Terrorism                                                    | Disposal Sites                                                         |
| Infidelity, Dishonesty, Fraudulent Activity Of Insured               | Employment Related Practices                                           |
| Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement | Fines, Penalties, and Treble Damages                                   |
| Loss Under Any Manufacturer or Supplier Guarantee/Warranty           | Hazardous Materials Facility                                           |
| Normal Subsidence                                                    | Intentional Acts                                                       |
| Nuclear                                                              | Nuclear                                                                |
| Offshore Or Barrier Island Property                                  | Other Entities                                                         |
| Property That Stores, Processes, or Handles Radioactive Materials    | Pre-Existing Conditions                                                |
| Rolling Stock, Aircraft, Watercraft                                  | Products                                                               |
| Software Loss, unless results from an Open Peril                     | Related Entities and Individuals                                       |
| Standing Timber, Growing Crops, Animals                              | Transportation Of Pollutants                                           |
| Vehicles or Equipment Licensed For Highway Use                       | War                                                                    |
| War and Military Action                                              | Workers Compensation and Similar Laws                                  |



. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. Policy Term: The master policy effective date is October 1, 2017. The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

**B. General and Excess Liability Insurance is written on an "Occurrence" form under master liability policies. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insured, with the total limits of liability reflecting the following:**

- \$ 75,000,000 Bodily Injury and Property Damage Liability
- \$145,000,000 General Aggregate
- \$ 75,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as

| <b>KNOWN OCIP POLICY EXCLUSIONS</b>                                  |                                                                        |
|----------------------------------------------------------------------|------------------------------------------------------------------------|
| <b><u>Workers Compensation</u></b>                                   | <b><u>General Liability</u></b>                                        |
| Bodily Injury Outside US or Canada                                   | Aircraft, Auto or Watercraft                                           |
| Bodily Injury To Any Member of Flying Crew                           | Asbestos                                                               |
| Bodily Injury To Person Subject To Federal Workers' Compensation     | Certain Exclusions To Medical Payments Coverage                        |
| Bodily Injury To Person Subject To Occupational Disease Laws         | Certain Exclusions To Personal and Advertising Injury Liability        |
| Contractual Liability                                                | Certified Acts of Terrorism                                            |
| Employees Knowingly Employed Illegally                               | Contractual Liability (Limited Coverage Provided)                      |
| Employment Related Practices                                         | Employers Liability                                                    |
| Intentional or Aggravated Bodily Injury                              | Employment Related Practices                                           |
| Obligations Imposed By Disability Benefits or Any Similar Law        | Expected or Intended Injury                                            |
| Obligations Imposed By Occupational Disease Laws                     | Exterior Insulation and Finish Systems (EIFS) "Subject to Installation |
| Obligations Imposed By Unemployment Compensation Laws                | Fungi Or Bacteria                                                      |
| Obligations Imposed By Workers' Compensation Laws                    | Lead                                                                   |
| State or Federal Law Violation Fines, Penalties                      | Mobile Equipment                                                       |
| <b><u>Builders Risk</u></b>                                          | Nuclear                                                                |
| Asbestos                                                             | Personal and Advertising Bodily Injury                                 |
| Certain Offsite Property                                             | Pollution                                                              |
| Certain Release, Discharge, Escape, or Dispersal Of Contaminants     | Prior Continuous, or Progressively Deteriorating Injury or Damage      |
| Certified Acts of Terrorism (Can be added)                           | Professional Liability                                                 |
| Cessation of Work                                                    | Recall of Products, Work Or Impaired Property                          |
| Contractor's Tools, Machinery, Plans, Equipment                      | Silica or Silica Mixed Dust                                            |
| Cost of Making Good                                                  | Violation of Statutes Governing Collecting, Transmitting Information   |
| Damage To Existing Property (Can be added)                           | Violation of Statutes Governing Email, Fax, Phone Calls                |
| Damage While Testing Prototype or Used Machinery/Equipment           | War                                                                    |
| Damages, Fines, Penalties At Government Agency or Court Order        | Workers Compensation and Similar Laws                                  |
| Disappearance or When Revealed By Inventory Shortage Alone           | <b><u>Contractors Pollution Liability</u></b>                          |
| Earth Movement (Optional sublimits can be added)                     | Auto, Aircraft, Vessel Or Rolling Stock                                |
| Electrical, Magnetic, or Errors Related To Electronic Records        | Claims Between Certain Insured's                                       |
| Financial Accounts, Instruments, Stamps, Deeds, Precious Material    | Contractual Liability                                                  |
| Flood (Optional sublimits can be added)                              | Damage To Property                                                     |
| Foreign Terrorism                                                    | Disposal Sites                                                         |
| Infidelity, Dishonesty, Fraudulent Activity Of Insured               | Employment Related Practices                                           |
| Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement | Fines, Penalties, and Treble Damages                                   |
| Loss Under Any Manufacturer or Supplier Guarantee/Warranty           | Hazardous Materials Facility                                           |
| Normal Subsidence                                                    | Intentional Acts                                                       |
| Nuclear                                                              | Nuclear                                                                |
| Offshore Or Barrier Island Property                                  | Other Entities                                                         |
| Property That Stores, Processes, or Handles Radioactive Materials    | Pre-Existing Conditions                                                |
| Rolling Stock, Aircraft, Watercraft                                  | Products                                                               |
| Software Loss, unless results from an Open Peril                     | Related Entities and Individuals                                       |
| Standing Timber, Growing Crops, Animals                              | Transportation Of Pollutants                                           |
| Vehicles or Equipment Licensed For Highway Use                       | War                                                                    |
| War and Military Action                                              | Workers Compensation and Similar Laws                                  |

. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. Policy Term:

- a. The master policy effective date is October 1, 2017. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.
- b. Ten years Products and Completed Operations coverage.

**C. Contractor's Pollution Liability, is written on an "Occurrence" form under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability:**

- \$5,000,000 Per Occurrence / \$5,000,000 Policy Aggregate
- Defense costs included within limits

1. \$10,000 Deductible per Occurrence

2. Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.

3. Exclusions: The known exclusions for this coverage are set forth on the table attached as

| <b>KNOWN OCIP POLICY EXCLUSIONS</b>                                  |                                                                        |
|----------------------------------------------------------------------|------------------------------------------------------------------------|
| <b><u>Workers Compensation</u></b>                                   | <b><u>General Liability</u></b>                                        |
| Bodily Injury Outside US or Canada                                   | Aircraft, Auto or Watercraft                                           |
| Bodily Injury To Any Member of Flying Crew                           | Asbestos                                                               |
| Bodily Injury To Person Subject To Federal Workers' Compensation     | Certain Exclusions To Medical Payments Coverage                        |
| Bodily Injury To Person Subject To Occupational Disease Laws         | Certain Exclusions To Personal and Advertising Injury Liability        |
| Contractual Liability                                                | Certified Acts of Terrorism                                            |
| Employees Knowingly Employed Illegally                               | Contractual Liability (Limited Coverage Provided)                      |
| Employment Related Practices                                         | Employers Liability                                                    |
| Intentional or Aggravated Bodily Injury                              | Employment Related Practices                                           |
| Obligations Imposed By Disability Benefits or Any Similar Law        | Expected or Intended Injury                                            |
| Obligations Imposed By Occupational Disease Laws                     | Exterior Insulation and Finish Systems (EIFS) "Subject to Installation |
| Obligations Imposed By Unemployment Compensation Laws                | Fungi Or Bacteria                                                      |
| Obligations Imposed By Workers' Compensation Laws                    | Lead                                                                   |
| State or Federal Law Violation Fines, Penalties                      | Mobile Equipment                                                       |
| <b><u>Builders Risk</u></b>                                          | <b><u>Contractors Pollution Liability</u></b>                          |
| Asbestos                                                             | Nuclear                                                                |
| Certain Offsite Property                                             | Personal and Advertising Bodily Injury                                 |
| Certain Release, Discharge, Escape, or Dispersal Of Contaminants     | Pollution                                                              |
| Certified Acts of Terrorism (Can be added)                           | Prior Continuous, or Progressively Deteriorating Injury or Damage      |
| Cessation of Work                                                    | Professional Liability                                                 |
| Contractor's Tools, Machinery, Plans, Equipment                      | Recall of Products, Work Or Impaired Property                          |
| Cost of Making Good                                                  | Silica or Silica Mixed Dust                                            |
| Damage To Existing Property (Can be added)                           | Violation of Statutes Governing Collecting, Transmitting Information   |
| Damage While Testing Prototype or Used Machinery/Equipment           | Violation of Statutes Governing Email, Fax, Phone Calls                |
| Damages, Fines, Penalties At Government Agency or Court Order        | War                                                                    |
| Disappearance or When Revealed By Inventory Shortage Alone           | Workers Compensation and Similar Laws                                  |
| Earth Movement (Optional sublimits can be added)                     |                                                                        |
| Electrical, Magnetic, or Errors Related To Electronic Records        |                                                                        |
| Financial Accounts, Instruments, Stamps, Deeds, Precious Material    |                                                                        |
| Flood (Optional sublimits can be added)                              |                                                                        |
| Foreign Terrorism                                                    |                                                                        |
| Infidelity, Dishonesty, Fraudulent Activity Of Insured               |                                                                        |
| Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement |                                                                        |
| Loss Under Any Manufacturer or Supplier Guarantee/Warranty           |                                                                        |
| Normal Subsidence                                                    |                                                                        |
| Nuclear                                                              |                                                                        |
| Offshore Or Barrier Island Property                                  |                                                                        |
| Property That Stores, Processes, or Handles Radioactive Materials    |                                                                        |
| Rolling Stock, Aircraft, Watercraft                                  |                                                                        |
| Software Loss, unless results from an Open Peril                     |                                                                        |
| Standing Timber, Growing Crops, Animals                              |                                                                        |
| Vehicles or Equipment Licensed For Highway Use                       |                                                                        |
| War and Military Action                                              |                                                                        |



. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

4. Policy Term: The master policy effective date is October 1, 2017. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.

**D. Builder's Risk** coverage will be in place during the Course of Construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the Owner as named insured and enrolled Contractors/Subcontractors as additional insured's. The deductible schedule is as follows:

**New Construction & Renovation**

| Deductible                     | Number of Buildings or Structures per Project                       | Total Insured Value (TIV)                                                  | Construction Class                                                                                                        |
|--------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| <b>\$5,000 Deductible:</b>     | Projects with Single and Multiple Building(s) or Structure(s)       | Up to \$15M                                                                | <ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non Combustible</li> <li>• Masonry Concrete</li> </ul> |
|                                | Projects with Multiple Building(s) or Structure(s)                  | Up to \$10M (No single building or structure greater than \$10mm in value) | <ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> </ul>                        |
|                                | Projects with No Vertical Construction (No Buildings or Structures) |                                                                            | <ul style="list-style-type: none"> <li>• Grading - Site Prep Only</li> <li>• No Vertical Construction</li> </ul>          |
| <b>\$10,000 Deductible:</b>    | Projects with Single and Multiple Building(s) or Structure(s)       | \$15M to \$50M                                                             | <ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non Combustible</li> <li>• Masonry Concrete</li> </ul> |
|                                | Projects with Single Building or Structure                          | Up to \$25M                                                                | <ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> <li>• Wood Frame</li> </ul>  |
|                                | Projects with Multiple Building(s) or Structure(s)                  | Up to \$10M (No single building or structure greater than \$10mm in value) | <ul style="list-style-type: none"> <li>• Wood Frame</li> </ul>                                                            |
| <b>\$25,000*** Deductible:</b> | Projects with Single and Multiple Building(s) or Structure(s)       | \$50M & above                                                              | <ul style="list-style-type: none"> <li>• Fire Resistive</li> <li>• Non Combustible</li> <li>• Masonry Concrete</li> </ul> |
|                                | Single Building or Structure Projects                               | \$25M & above                                                              | <ul style="list-style-type: none"> <li>• Joisted Masonry</li> <li>• Hybrid Construction</li> <li>• Wood Frame</li> </ul>  |

\*\*\* Structural and Non-Structural Renovation Projects with Single and Multiple Building(s) or Structure(s) – Deductibles are as per above categories, except in the event of Water Damage, where the deductible is \$25,000.

1. Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as

| <b>KNOWN OCIP POLICY EXCLUSIONS</b>                                  |                                                                        |
|----------------------------------------------------------------------|------------------------------------------------------------------------|
| <b><u>Workers Compensation</u></b>                                   | <b><u>General Liability</u></b>                                        |
| Bodily Injury Outside US or Canada                                   | Aircraft, Auto or Watercraft                                           |
| Bodily Injury To Any Member of Flying Crew                           | Asbestos                                                               |
| Bodily Injury To Person Subject To Federal Workers' Compensation     | Certain Exclusions To Medical Payments Coverage                        |
| Bodily Injury To Person Subject To Occupational Disease Laws         | Certain Exclusions To Personal and Advertising Injury Liability        |
| Contractual Liability                                                | Certified Acts of Terrorism                                            |
| Employees Knowingly Employed Illegally                               | Contractual Liability (Limited Coverage Provided)                      |
| Employment Related Practices                                         | Employers Liability                                                    |
| Intentional or Aggravated Bodily Injury                              | Employment Related Practices                                           |
| Obligations Imposed By Disability Benefits or Any Similar Law        | Expected or Intended Injury                                            |
| Obligations Imposed By Occupational Disease Laws                     | Exterior Insulation and Finish Systems (EIFS) "Subject to Installation |
| Obligations Imposed By Unemployment Compensation Laws                | Fungi Or Bacteria                                                      |
| Obligations Imposed By Workers' Compensation Laws                    | Lead                                                                   |
| State or Federal Law Violation Fines, Penalties                      | Mobile Equipment                                                       |
| <b><u>Builders Risk</u></b>                                          | Nuclear                                                                |
| Asbestos                                                             | Personal and Advertising Bodily Injury                                 |
| Certain Offsite Property                                             | Pollution                                                              |
| Certain Release, Discharge, Escape, or Dispersal Of Contaminants     | Prior Continuous, or Progressively Deteriorating Injury or Damage      |
| Certified Acts of Terrorism (Can be added)                           | Professional Liability                                                 |
| Cessation of Work                                                    | Recall of Products, Work Or Impaired Property                          |
| Contractor's Tools, Machinery, Plans, Equipment                      | Silica or Silica Mixed Dust                                            |
| Cost of Making Good                                                  | Violation of Statutes Governing Collecting, Transmitting Information   |
| Damage To Existing Property (Can be added)                           | Violation of Statutes Governing Email, Fax, Phone Calls                |
| Damage While Testing Prototype or Used Machinery/Equipment           | War                                                                    |
| Damages, Fines, Penalties At Government Agency or Court Order        | Workers Compensation and Similar Laws                                  |
| Disappearance or When Revealed By Inventory Shortage Alone           | <b><u>Contractors Pollution Liability</u></b>                          |
| Earth Movement (Optional sublimits can be added)                     | Auto, Aircraft, Vessel Or Rolling Stock                                |
| Electrical, Magnetic, or Errors Related To Electronic Records        | Claims Between Certain Insured's                                       |
| Financial Accounts, Instruments, Stamps, Deeds, Precious Material    | Contractual Liability                                                  |
| Flood (Optional sublimits can be added)                              | Damage To Property                                                     |
| Foreign Terrorism                                                    | Disposal Sites                                                         |
| Infidelity, Dishonesty, Fraudulent Activity Of Insured               | Employment Related Practices                                           |
| Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement | Fines, Penalties, and Treble Damages                                   |
| Loss Under Any Manufacturer or Supplier Guarantee/Warranty           | Hazardous Materials Facility                                           |
| Normal Subsidence                                                    | Intentional Acts                                                       |
| Nuclear                                                              | Nuclear                                                                |
| Offshore Or Barrier Island Property                                  | Other Entities                                                         |
| Property That Stores, Processes, or Handles Radioactive Materials    | Pre-Existing Conditions                                                |
| Rolling Stock, Aircraft, Watercraft                                  | Products                                                               |
| Software Loss, unless results from an Open Peril                     | Related Entities and Individuals                                       |
| Standing Timber, Growing Crops, Animals                              | Transportation Of Pollutants                                           |
| Vehicles or Equipment Licensed For Highway Use                       | War                                                                    |
| War and Military Action                                              | Workers Compensation and Similar Laws                                  |

. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Special Conditions: **All wood frame only projects are subject to Protective Safeguards as shown in EXHIBIT C**

3. [EXCIBIT C](#).

4. Policy Term: The policy term is the term of the project.

**E. OCIP Policies Establish OCIP Coverage.** The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in [section1.3](#), and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

#### **1.4 OCIP CERTIFICATES AND POLICIES**

All Enrolled Contractors/Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Contractor/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

#### **1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES**

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor /Subcontractor must comply with the following:

**A. Contractor Eligibility**, see Section1.1, **A** for definition.

**B. Enrollment Compliance**

An Eligible Contractor/Subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed *Contract Enrollment Form* (see EXHIBIT A ), for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Evidence of Insurance for



Contractor/Subcontractor-Provided Insurance Coverage (see Sections 1.7 and 1.8) is a requirement and must be submitted with the completed *Contract Enrollment Form*.

Any Contractor/Subcontractor who enrolls in the OCIP after their start date must provide a No-Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Contractor/Subcontractor, as noted in [Section 1.4](#).

All Contractors/Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to the administration and operation of the OCIP.

### **C. Contractor/Subcontractor Compliance with Other Forms and Procedures**

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

#### **1. Project Site Monthly Payroll Report**

Project Site Monthly Payroll Reports (see [EXHIBIT D](#)) must be submitted to the Program Administrator monthly, until the completion of the contract. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to Program Administrator monthly, payment can be withheld until the report is received. Contractor/Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. A carrier audit may be performed using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

#### **Workers' Compensation Insurance Rating Bureau Requirements**

*Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).*

#### **2. Contractor's Completion Notice**

*Contractor's Completion Notice* (see [EXHIBIT E](#)) must be submitted to the Program Administrator upon completion of work at the Project, which includes punch list items, but not warranty work. This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their Work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

#### **3. Project Insurance Manual**

*A Project Insurance Manual* will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

### **Contractor/Subcontractor Compliance with all aspects of the OCIP**

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. Failure to comply will be considered non-performance under the contract.

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

### **1.6 OCIP DISCLAIMER**

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

### **1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES**

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.

- A. Automobile Liability Insurance Requirements and Limits Are as Follows:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the

Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Auto Liability Insurance Limits:

**Enrolled Contractors/Subcontractors**

| <u>General/Prime Contractor</u> | <u>Subcontractor</u> |                                   |
|---------------------------------|----------------------|-----------------------------------|
| \$2,000,000                     | \$1,000,000          | Bodily Injury and Property Damage |

**Ineligible Contractors/Subcontractors – Not Enrolled**

| <u>General/Prime Contractor</u> | <u>Subcontractor</u> |                                   |
|---------------------------------|----------------------|-----------------------------------|
| \$2,000,000                     | \$1,000,000          | Bodily Injury and Property Damage |

**B. Workers’ Compensation and Employer’s Liability Insurance Limits:**

Workers’ Compensation –Statutory Benefits - All States

Employer’s Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

**C. General Liability Insurance, minimum limits of liability are as follows:**

**Eligible Contractors/Subcontractors**

| <u>General/Prime Contractor</u> | <u>Subcontractor</u> |                                         |
|---------------------------------|----------------------|-----------------------------------------|
| \$2,000,000                     | \$1,000,000          | Bodily Injury and Property Damage       |
| \$2,000,000                     | \$1,000,000          | Per Occurrence                          |
| \$2,000,000                     | \$1,000,000          | General Aggregate                       |
| \$2,000,000                     | \$1,000,000          | Products/Completed Operations Aggregate |
| \$2,000,000                     | \$1,000,000          | Personal/Advertising Injury Aggregate   |

**Ineligible Contractors / Subcontractors – Not Enrolled**

| <u>General/Prime Contractor</u> | <u>Subcontractor</u> |                                         |
|---------------------------------|----------------------|-----------------------------------------|
| \$2,000,000                     | \$1,000,000          | Bodily Injury and Property Damage       |
| \$2,000,000                     | \$1,000,000          | Per Occurrence                          |
| \$2,000,000                     | \$1,000,000          | General Aggregate                       |
| \$2,000,000                     | \$1,000,000          | Products/Completed Operations Aggregate |
| \$2,000,000                     | \$1,000,000          | Personal/Advertising Injury Aggregate   |

- D. Professional Liability Insurance:** If Contractor's/Subcontractor's work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

\$1,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

- E. Environmental and Asbestos Abatement Coverages:** If the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$1,000,000 per Claim/Aggregate

- F. Aircraft or Watercraft Liability Insurance:** If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or

entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$5,000,000 per Claim/Aggregate

#### **1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS**

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

##### **Certificate Holder: East Side Union High School District**

c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

**Additional Insured Endorsements:** The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

1. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.
2. Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

##### **East Side Union High School District**

c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

#### **1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT**

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any

insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

#### **1.10 ASSIGNMENT OF RETURN PREMIUMS**

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

#### **1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION**

With respect to their work on the Project:

1. Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
2. Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors to the extent of any loss or damage, which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

#### **1.12 NO RELEASE**

The provision of the OCIP, by the Owner, will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

#### **1.13 OWNER'S RIGHT TO AUDIT**

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

#### **1.14 DUTIES IN THE EVENT OF A LOSS**

Contractors/Subcontractors are required to report all losses, which include potential losses, promptly to, OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's insurers in claims and demands that arise out of the Work and that the insurers are called upon to adjust.

**In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates,**

hereinafter called “Program Administrator.” This includes notification to the appropriate state authorities, if necessary.

#### **1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE**

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third party property.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors’/Subcontractors’ efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

#### **1.16 PROJECT SAFETY PROGRAM**

**In addition, local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.**

##### **A. Safety Orientation**

1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
  - a. The District’s site safety requirements.
  - b. Site specific safety hazards and protective measures for these hazards.
  - c. Emergency telephone numbers and procedures.
  - d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

##### **B. Program Management**

1. Each Contractor/Subcontractors shall have the following safety programs:
  - a. Injury and Illness Prevention Plans
  - b. Hazard Communication Programs
  - c. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

##### **C. Mandatory 6’ Fall Protection**

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
  - a. Steel erection
  - b. Roofing
  - c. Framing
  - d. Decking
  - e. Scaffold work
  - f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.

4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
  - a. Railings
  - b. Covers for Floor, Roof, and Wall Openings
  - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
  - d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The minimum parapet height allowed for fall protection is 42 inches or greater.
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

#### **D. Site Safety**

**According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:**

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property always.
5. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
6. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only "incidental" contact with students.



Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.

7. All prime contractors must attend the site-specific pre-construction meeting.
8. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

#### **E. Crane Safety**

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

#### **F. Return to Work:**

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness, but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
  - a. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
  - b. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
  - c. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.

- d. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

**1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for the Work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability

provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor did not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the Work and the expiration or other termination of the Agreement.

#### **1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED**

(a) If a claim, demand, suit, or other proceeding ("Claim") is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds ("Defense Counsel") will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

### **1.19 Duty of Care**

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the Work and to complete the Work in strict compliance with the contract documents.

**NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.**

# EXHIBIT A

|                                                                                                                                                                |                                                        |  |                                                                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <div style="border: 1px solid black; padding: 2px; margin-bottom: 2px;">Print Form</div> <div style="border: 1px solid black; padding: 2px;">Submit Form</div> | <a href="mailto:SEWUP@Keenan.com">SEWUP@Keenan.com</a> |  | <input type="checkbox"/> Initial Enrollment <input type="checkbox"/> Additional Contract<br><input type="checkbox"/> Change Order <input type="checkbox"/> Short term / T & M |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

### OCIP Contract Enrollment Form

Form must be completed by all Contractors/Subcontractors of all tiers for all initial/new contracts and any additional contracts and/or change orders for each project. If using subcontractors, you may use **OCIP Tools Online** to report each subcontractor or complete the "Expected Subcontractors" detail on the next page. **Parent Contractor is responsible for 100% subcontractor compliance with OCIP requirements as set forth in their contract and the SEWUP Project Insurance Manual.**

District: \_\_\_\_\_ Project: \_\_\_\_\_

**CONTRACTOR DETAILS**

Contractor Legal Name: \_\_\_\_\_ ☐ Corporation    ☐ Sole Proprietor    ☐ Partnership    ☐ Joint Venture    ☐ LLC

DBA or Subsidiary: \_\_\_\_\_ FEIN#: \_\_\_\_\_ Contractor License #: \_\_\_\_\_

Business Address (Address as listed on Insureds Certificate): \_\_\_\_\_

Office Address (If Different from Business Address): \_\_\_\_\_

| Contact Name              | Phone | Fax   | Email |
|---------------------------|-------|-------|-------|
| Main Enrollment Contact   | _____ | _____ | _____ |
| Insurance Contact         | _____ | _____ | _____ |
| Payroll Contact           | _____ | _____ | _____ |
| Site Contact/Project Mgr. | _____ | _____ | _____ |

**CONTRACT DETAILS**

☐ General/Prime Contractor    ☐ Subcontractor    ☐ Tier Subcontractor    ☐ Temp. Labor, Time & Material, or Other: \_\_\_\_\_ Bid Package #: \_\_\_\_\_

Awarding Contractor: \_\_\_\_\_ Prime Contractor: \_\_\_\_\_

Contract Value: \_\_\_\_\_ Self Performed Work: \_\_\_\_\_ %    \$ \_\_\_\_\_ Estimated Payroll: \_\_\_\_\_

Est. # of Subcontractors: \_\_\_\_\_ Subcontracted Work: \_\_\_\_\_ %    \$ \_\_\_\_\_

If using subcontractors, please be sure to complete subcontractor information on next page

Contract Award Date: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_

Description of Work: \_\_\_\_\_

Off-Site Work Performed?    ☐ YES    ☐ NO    If Yes, Description of Off-site work: \_\_\_\_\_

**CONTRACTORS CURRENT INSURANCE INFORMATION**

Insurance Broker or Agency: \_\_\_\_\_ Agent/Broker Contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**WORKERS COMPENSATION INSURANCE**

Name of Insurer: \_\_\_\_\_ WC Policy #: \_\_\_\_\_ Bureau ID: \_\_\_\_\_

Effective From: \_\_\_\_\_ To: \_\_\_\_\_ Deductible / SIR: \_\_\_\_\_ Anniversary Rating Date: \_\_\_\_\_

**WORKERS COMPENSATION DETAILS** (Estimated Project Site Payroll Only)

| WC Class Code     | WC Class Code Description | Rate | Est. Man Hours | Est. Payroll | Premium |
|-------------------|---------------------------|------|----------------|--------------|---------|
|                   |                           | \$   |                | \$           | \$ 0    |
|                   |                           | \$   |                | \$           | \$ 0    |
|                   |                           | \$   |                | \$           | \$ 0    |
|                   |                           | \$   |                | \$           | \$ 0    |
| <b>Subtotals:</b> |                           |      |                | \$           | \$ 0    |

Was Experience Modifier included in your above WC Class rate(s)?    ☐ YES    ☐ NO

Experience Modifier :    1    Modified Premium:    \$ 0

Plus/Minus Rate Deviations or Premium credits:    \$ 0

(Cost A) Total Workers' Compensation Cost:    \$ 0

Attach Copies of Work Comp rate pages with enrollment form.



### OCIP Contract Enrollment Form

#### GENERAL & EXCESS LIABILITY INSURANCE

General Liability Insurer \_\_\_\_\_ General Liability Policy #: \_\_\_\_\_  
General Liability Effective From: \_\_\_\_\_ To: \_\_\_\_\_ General Liability Deductible: \_\_\_\_\_ or, Retention: \_\_\_\_\_  
Excess Liability Insurer: \_\_\_\_\_ Excess Liability Policy #: \_\_\_\_\_ Effective From: \_\_\_\_\_ To: \_\_\_\_\_

#### GENERAL & EXCESS LIABILITY INSURANCE DETAILS (Include Values related to this project contract)

| Coverage                  | Classification Description | Based on Payroll, Receipts or Other | Rate | Per \$100 / \$1000 or Other | Total Value (Payroll, receipts, or Other) | Liability Premium |
|---------------------------|----------------------------|-------------------------------------|------|-----------------------------|-------------------------------------------|-------------------|
| General Liability         | 1.                         |                                     | \$   | \$                          | \$                                        | \$                |
|                           | 2.                         |                                     | \$   | \$                          | \$                                        | \$                |
| Excess/Umbrella Liability |                            |                                     | \$   | \$                          | \$                                        | \$                |
|                           |                            |                                     |      |                             | (Cost B) Total Liability Cost:            | \$                |

Attach copies of GL and XL declarations and rate pages with enrollment form.

#### TOTAL INSURANCE COST

(Cost C) Margin Factor (Apply your Mark-Up Against Current Cost): \$ \_\_\_\_\_  
(Cost A + B + C) Total Insurance Cost: \$ \_\_\_\_\_

#### EXPECTED SUBCONTRACTORS (If needed, please attach additional sheets including all information requested below.)

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Company Name: \_\_\_\_\_ Contractor License #: \_\_\_\_\_ Est. Contract Value: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_ Est. Start Date: \_\_\_\_\_ Est. Completion Date: \_\_\_\_\_  
Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

I DECLARE UNDER PENALTY OF PERJURY, UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT:

1. THE INFORMATION CONTAINED IN THIS DOCUMENT IS TRUE AND CORRECT.
2. I HEREBY UNDERSTAND THAT ENROLLMENT IS CONTINGENT UPON RECEIPT AND ACCEPTANCE OF THIS FORM AND ANY APPLICABLE CERTIFICATES OF INSURANCE. SHOULD I SUBMIT AN INCOMPLETE FORM, KEENAN'S SEWUP DEPARTMENT WILL CONTACT ME AND MY FIRM WILL NOT BE ENROLLED UNTIL I PROVIDE ALL NECESSARY INFORMATION IN ITS ENTIRETY.
3. I HAVE READ AND UNDERSTAND THE INFORMATION CONTAINED IN THE BID SPECIFICATIONS REGARDING THE INSURANCE COVERAGES PROVIDED THROUGH THE OCIP. MY FIRM UNDERSTANDS AND ACCEPTS THE INSURANCE PROVIDED UNDER THIS OCIP.
4. MY FIRM AGREES TO COMPLY WITH THE REQUIREMENTS OF THE OCIP AND FOLLOW THE ADMINISTRATIVE PROCEDURES AS OUTLINED IN THE BID SPECIFICATIONS

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_



## EXHIBIT B

| KNOWN OCIP POLICY EXCLUSIONS                                         |                                                                                      |
|----------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| <b><u>Workers Compensation</u></b>                                   | <b><u>General Liability</u></b>                                                      |
| Bodily Injury Outside US or Canada                                   | Aircraft, Auto or Watercraft                                                         |
| Bodily Injury To Any Member of Flying Crew                           | Asbestos                                                                             |
| Bodily Injury To Person Subject To Federal Workers' Compensation     | Certain Exclusions To Medical Payments Coverage                                      |
| Bodily Injury To Person Subject To Occupational Disease Laws         | Certain Exclusions To Personal and Advertising Injury Liability                      |
| Contractual Liability                                                | Certified Acts of Terrorism                                                          |
| Employees Knowingly Employed Illegally                               | Contractual Liability (Limited Coverage Provided)                                    |
| Employment Related Practices                                         | Employers Liability                                                                  |
| Intentional or Aggravated Bodily Injury                              | Employment Related Practices                                                         |
| Obligations Imposed By Disability Benefits or Any Similar Law        | Expected or Intended Injury                                                          |
| Obligations Imposed By Occupational Disease Laws                     | Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements" |
| Obligations Imposed By Unemployment Compensation Laws                | Fungi Or Bacteria                                                                    |
| Obligations Imposed By Workers' Compensation Laws                    | Lead                                                                                 |
| State or Federal Law Violation Fines, Penalties                      | Mobile Equipment                                                                     |
| <b><u>Builders Risk</u></b>                                          | Nuclear                                                                              |
| Asbestos                                                             | Personal and Advertising Bodily Injury                                               |
| Certain Offsite Property                                             | Pollution                                                                            |
| Certain Release, Discharge, Escape, or Dispersal Of Contaminants     | Prior Continuous, or Progressively Deteriorating Injury or Damage                    |
| Certified Acts of Terrorism (Can be added)                           | Professional Liability                                                               |
| Cessation of Work                                                    | Recall of Products, Work Or Impaired Property                                        |
| Contractor's Tools, Machinery, Plans, Equipment                      | Silica or Silica Mixed Dust                                                          |
| Cost of Making Good                                                  | Violation of Statutes Governing Collecting, Transmitting Information                 |
| Damage To Existing Property (Can be added)                           | Violation of Statutes Governing Email, Fax, Phone Calls                              |
| Damage While Testing Prototype or Used Machinery/Equipment           | War                                                                                  |
| Damages, Fines, Penalties At Government Agency or Court Order        | Workers Compensation and Similar Laws                                                |
| Disappearance or When Revealed By Inventory Shortage Alone           | <b><u>Contractors Pollution Liability</u></b>                                        |
| Earth Movement (Optional sublimits can be added)                     | Auto, Aircraft, Vessel Or Rolling Stock                                              |
| Electrical, Magnetic, or Errors Related To Electronic Records        | Claims Between Certain Insured's                                                     |
| Financial Accounts, Instruments, Stamps, Deeds, Precious Material    | Contractual Liability                                                                |
| Flood (Optional sublimits can be added)                              | Damage To Property                                                                   |
| Foreign Terrorism                                                    | Disposal Sites                                                                       |
| Infidelity, Dishonesty, Fraudulent Activity Of Insured               | Employment Related Practices                                                         |
| Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement | Fines, Penalties, and Treble Damages                                                 |
| Loss Under Any Manufacturer or Supplier Guarantee/Warranty           | Hazardous Materials Facility                                                         |
| Normal Subsidence                                                    | Intentional Acts                                                                     |
| Nuclear                                                              | Nuclear                                                                              |
| Offshore Or Barrier Island Property                                  | Other Entities                                                                       |
| Property That Stores, Processes, or Handles Radioactive Materials    | Pre-Existing Conditions                                                              |
| Rolling Stock, Aircraft, Watercraft                                  | Products                                                                             |
| Software Loss, unless results from an Open Penil                     | Related Entities and Individuals                                                     |
| Standing Timber, Growing Crops, Animals                              | Transportation Of Pollutants                                                         |
| Vehicles or Equipment Licensed For Highway Use                       | War                                                                                  |
| War and Military Action                                              | Workers Compensation and Similar Laws                                                |

## EXHIBIT C

### PROTECTIVE SAFEGUARDS

#### APPLICABLE TO 'WOOD FRAME' PROJECTS ONLY:

The Builders Risk Policy will not pay for LOSS caused by or resulting from exposures, if the applicable protective safeguards are not maintained during the Builders Risk Policy term of INSURED PROJECT.

As a condition precedent to fire, theft, vandalism, and malicious mischief coverage provided by the Builders Risk Policy, the following protective safeguards will be maintained at every INSURED PROJECT site of Wood Frame construction insured by the Builders Risk Policy..

1. **Fencing** - The entire INSURED PROJECT site shall be surrounded with a six foot chain link fence suitably anchored in the ground and placed a reasonable distance from the insured property. Gates through the chain link fence shall be securely locked during non-working hours.
2. **Lighting** - The entire INSURED PROJECT site shall be illuminated from sunset to sunrise, each day.



## EXHIBIT D



Save Form

Print Form

Submit Form

**PROJECT SITE MONTHLY PAYROLL REPORT**  
Due on the 10<sup>th</sup> of each month (for previous month labor)

District Name: \_\_\_\_\_ Bid Pkg. #: \_\_\_\_\_  
Project Name: \_\_\_\_\_ REPORT # \_\_\_\_\_  
(For your Firm's use)

Reporting Month: \_\_\_\_\_ *Example* Feb-2006  
Company Name: \_\_\_\_\_ DbA Name: \_\_\_\_\_  
Under Contract With: \_\_\_\_\_ SEWUP Site Code\*: \_\_\_\_\_

\*SEWUP Site Code can be found on Accident Claim Reporting Guide or Certificate of Insurance issued for this project, under the Description of Operations section.

| Workers' Compensation<br>Class Code | Description | On-site<br>man hours | Payroll* |
|-------------------------------------|-------------|----------------------|----------|
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
|                                     |             |                      |          |
| TOTAL                               |             | 0.00                 | \$0.00   |

Is this your final payroll report? ☐ YES ☐ NO

If Yes, submit final report with Contract Completion Notice. If this is not your final report, payroll must be submitted each month until contract work is complete. If there is no on site labor, 0 hours must be reported and submitted.

**I CERTIFY THAT THE INFORMATION REPORTED ABOVE IS TRUE AND ACCURATE. NOT REPORTING ACCURATE PAYROLL INFORMATION COULD AFFECT YOUR EXMOD - EXPERIENCE MODIFICATION RATING WITH THE WORKERS' COMPENSATION INSURANCE RATING BUREAU (WCIRB).**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

\*Only report payroll for work performed on-site. Do not include overtime wage rates, use straight time wage rates only, i.e., employee earns \$20/hr. and works 10 hours in one day, you would report \$200.00 (\$20.00 x 10). Payroll/remuneration that is taxable to employee and paid by your company, is reported to WCIRB.

Keenan & Associates  
SEWUP Department  
2355 Crenshaw Blvd., Ste. #200,  
Torrance, CA 90501  
Phone (310) 212-3344, Fax (310) 787-8838

SUBMIT: [SEWUP@KEENAN.COM](mailto:SEWUP@KEENAN.COM)



*Keenan*  
Associates

v 090314

EXHIBIT E

Save Form

Submit Form



[Sewup@keenan.com](mailto:Sewup@keenan.com)

## Contractor's Completion Notice

District Name \_\_\_\_\_

Project Name \_\_\_\_\_

### IMPORTANT NOTIFICATION – PLEASE READ

*Contractor and Subcontractor agrees to complete this form and return to Keenan & Associates upon completion or termination of work activities under this contract. Please include, with this form, any supporting documents for final contract value (if different from initial contract value).*

Contractor/Subcontractor Legal Name: \_\_\_\_\_

Contractor/Subcontractor dba Name: \_\_\_\_\_

Address: \_\_\_\_\_

Site Location Code/  
Contract Number: \_\_\_\_\_

Initial Contract Value: \$ \_\_\_\_\_ Final Contract Value: \$ \_\_\_\_\_

Start Date on Site: \_\_\_\_\_ Last Day on Site\*: \_\_\_\_\_

*\*This would include work performed on final closeout or punch-list items and should not include warranty work.*

Parent Contractor  
(Company Name): \_\_\_\_\_

Parent Contractor  
Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature  
(Parent Contractor): \_\_\_\_\_ Date: \_\_\_\_\_

Contractor/Subcontractor  
Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Signature  
(Contractor/Subcontractor): \_\_\_\_\_ Date: \_\_\_\_\_

Keenan & Associates  
SEWUP Department  
2355 Crenshaw Blvd., Ste. #200,  
Phone (310) 212-3344, Fax (310) 787-8838  
[Sewup@keenan.com](mailto:Sewup@keenan.com)  
[www.sewup.org](http://www.sewup.org)

License No. 0451271

**Keenan**  
Associates

**IRAN CONTRACTING ACT CERTIFICATION**  
**(Public Contract Code Sections 2202-2208)**

PROJECT/CONTRACT NO.: **EC Adult Transition Program North**, F26-066-001/F35-066-001 between East Side Union High School District ("District") and \_\_\_\_\_  
\_\_\_\_\_ (the "Design-Build Entity"), ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- ☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- ☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

**CERTIFICATION:**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

|                                                    |                                   |
|----------------------------------------------------|-----------------------------------|
| <i>Vendor Name/Financial Institution (Printed)</i> | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i>                   |                                   |
| <i>Printed Name and Title of Person Signing</i>    | <i>Date Executed</i>              |

END OF DOCUMENT

**WORKERS' COMPENSATION CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001;** between East Side Union High School District (the "District" or the "Owner") and \_\_\_\_\_ (the "Design-Build Entity").

Labor Code section 3700 in relevant part provides:

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

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

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

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(In accordance with Article 5 - commencing at Section 1860, Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**DISABLED VETERAN BUSINESS**  
**ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North**, F26-066-001/F35-066-001 between East Side Union High School District (the “District”) and \_\_\_\_\_ (the “Design-Build Entity”).

**GENERAL INSTRUCTIONS**

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, low Design-Build Entity must submit this document to the District with its executed agreement, identifying the steps Design-Build Entity took to solicit DVBE participation in conjunction with this Contract. Design-Build Entities should not submit this form with their Proposals.

**NOTE:** *Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.*

**Part I – Method Of Compliance With DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

| <b>YOUR BUSINESS ENTERPRISE IS:</b>                                                                                | <b>AND YOU WILL</b>                                                                                                           | <b>AND YOU WILL</b>                                                                                                                     |
|--------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>A.</b> <sup>1</sup> Disabled veteran owned and your forces will perform at least 3 percent of this contract     | Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services (“OSDS”)* | Complete Part 1 of this form and the Certification                                                                                      |
| <b>B.</b> <sup>1</sup> Disabled veteran owned but is unable to perform 3 percent of this contract with your forces | USE DVBE subcontractors / suppliers to bring the contract participation to at least 3 percent                                 | Include a copy of each DVBE’s letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the certification |
| <b>C.</b> <sup>1</sup> <b>NOT</b> Disabled Veteran Owned                                                           | Use DVBE subcontractors / suppliers for at least 3 percent of this contract                                                   |                                                                                                                                         |
| <b>D.</b> <sup>1</sup> Unable to meet the required participation goals                                             | Complete all of this Certification form                                                                                       |                                                                                                                                         |

\* A DVBE letter from OSDS is obtained from the participating DVBE. If the letter is not provided, the Design-Build Entity may be ineligible for award of the contract.

**DISABLED VETERAN BUSINESS**  
**ENTERPRISE PARTICIPATION CERTIFICATION**

You must complete the following table to show the dollar amount of DVBE participation:

|                                                           | TOTAL CONTRACT PRICE |
|-----------------------------------------------------------|----------------------|
| A. Prime Design-Build Entity, if DVBE (own participation) | \$                   |
| B. DVBE Subcontractor or Supplier                         |                      |
| 1.                                                        |                      |
| 2.                                                        |                      |
| 3.                                                        |                      |
| 4.                                                        |                      |
| C. Subtotal (A & B)                                       |                      |
| D. Non-DVBE                                               |                      |
| E. Total Proposal                                         |                      |

**Part II – Contacts.** To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

| CATEGORY                                                                                                                                                                                                         | TELEPHONE NUMBER | DATE CONTACTED | PERSON CONTACTED |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|----------------|------------------|
| 1. The District                                                                                                                                                                                                  |                  |                | *                |
| 2. OSDS, which publishes a list of DVBE's; Internet Address: <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a> | (916) 375-4940   |                | *                |
| 3. DVBE Organization (List)                                                                                                                                                                                      |                  |                | *                |
|                                                                                                                                                                                                                  |                  |                |                  |
|                                                                                                                                                                                                                  |                  |                |                  |
|                                                                                                                                                                                                                  |                  |                |                  |

\*Write "recorded message" in this column, if applicable.

**Part III – Advertisement.** You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least 14 days prior to Proposal opening; if you cannot advertise 14 days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm's name, your contact person, and telephone number. Attach copies of advertisements to this form.

| FOCUS/TRADE PAPER NAME | CHECK ONE |       | DATE OF ADVERTISEMENT |
|------------------------|-----------|-------|-----------------------|
|                        | TRADE     | FOCUS |                       |
|                        |           |       |                       |
|                        |           |       |                       |
|                        |           |       |                       |

**DISABLED VETERAN BUSINESS**  
**ENTERPRISE PARTICIPATION CERTIFICATION**

**Part IV. – DVBE Solicitations.** List DVBE subcontractors/suppliers that were invited to propose. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

| IF THE DVBE.....                                    | THEN.....                                                                                                  | AND.....                                      |                           |                |
|-----------------------------------------------------|------------------------------------------------------------------------------------------------------------|-----------------------------------------------|---------------------------|----------------|
| was selected to participate                         | Check “yes” in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB | include a copy of their DVBE letter from OSDS |                           |                |
| was <b>NOT</b> selected to participate              | Check “no” in the “SELECTED” column                                                                        | state why in the “REASON NOT SELECTED” column |                           |                |
| did not respond to your solicitation                | Check the “NO RESPONSE” column.                                                                            |                                               |                           |                |
| DISABLED VETERANS BUSINESS<br>ENTERPRISES CONTACTED | SELECTED                                                                                                   |                                               | REASON<br>NOT<br>SELECTED | NO<br>RESPONSE |
|                                                     | YES                                                                                                        | NO                                            |                           |                |
|                                                     |                                                                                                            |                                               |                           |                |
|                                                     |                                                                                                            |                                               |                           |                |
|                                                     |                                                                                                            |                                               |                           |                |
|                                                     |                                                                                                            |                                               |                           |                |

A copy of this form must be retained by you and may be subject to a future audit.

**CERTIFICATION**

I, \_\_\_\_\_ certify that I am the Design-Build Entity’s \_\_\_\_\_ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT





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By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_

Proper Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**DRUG-FREE WORKPLACE CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001** between East Side Union High School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Design-Build Entity”).

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Design-Build Entity shall certify that it will provide a drug-free workplace by doing all of the following:

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

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-

**EAST SIDE UNION HIGH SCHOOL DISTRICT  
F26-066-001/F35-066-001, EC Adult Transition  
Program North  
RFP-15-17-18**

**DRUG-FREE WORKPLACE CERTIFICATION  
DOCUMENT 00 45 52 - 1**

**Z-040-1  
New B1  
RFP-41**

**DRUG-FREE WORKPLACE CERTIFICATION**

Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

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

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**HAZARDOUS MATERIALS CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001**, between East Side Union High School District ("District" or "Owner") and \_\_\_\_\_ ("Design-Build Entity").

1. Design-Build Entity hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Design-Build Entity's work on the Project for District.
2. Design-Build Entity further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Design-Build Entity if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Design-Build Entity's expense at no additional cost to the District.
6. Design-Build Entity has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**LEAD-BASED MATERIALS CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001** "Owner") and \_\_\_\_\_ ("Design-Build Entity").

This certification provides notice to the Design-Build Entity that:

- (1) The Design-Build Entity's work may disturb lead-containing building materials.
- (2) The Design-Build Entity must notify the District if any work may result in the disturbance of lead-containing building materials.

**1. Lead as a Health Hazard**

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Design-Build Entity and its employees will be providing services for the District, and because the Design-Build Entity's work may disturb lead-containing building materials, DESIGN-BUILD ENTITY IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

**2. Overview of California Law**

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241(a))

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a Design-Build Entity's employee may be occupationally exposed to lead.

## **LEAD-BASED MATERIALS CERTIFICATION**

The OSHA Regulations apply to all construction work where a Design-Build Entity's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Design-Build Entity, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, section 1532. 1).

**The Design-Build Entity must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.**

### **3. Design-Build Entity's Liability**

If the Design-Build Entity fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Design-Build Entity will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Design-Build Entity to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Design-Build Entity to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

**LEAD-BASED MATERIALS CERTIFICATION**

The Design-Build Entity shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Design-Build Entity.

THE DESIGN-BUILD ENTITY HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE DESIGN-BUILD ENTITY. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**IMPORTED MATERIALS CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001** between East Side Union High School District ("District" or "Owner") and \_\_\_\_\_ ("Design-Build Entity").

**This form shall be executed by the Design-Build Entity and by all entities ("Firm") that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site.** All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, Design-Build Entity shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents from and against, without limitation, any and all claim(s), damages, liabilities and causes of action arising from or connected with providing, delivering, and/or supplying Fill to the Project Site.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer  
☐ Wholesaler ☐ Broker ☐ Retailer  
☐ Distributor ☐ Other \_\_\_\_\_

Type of Entity ☐ Corporation ☐ General Partnership  
☐ Limited Partnership ☐ Limited Liability Company  
☐ Sole Proprietorship ☐ Other \_\_\_\_\_

Name of firm ("Firm"): \_\_\_\_\_

Mailing address: \_\_\_\_\_

Addresses of branch office used for this Project: \_\_\_\_\_

If subsidiary, name and address of parent company: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_



**IMPORTED MATERIALS CERTIFICATION**

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: \_\_\_\_\_

Proper Name of Firm/Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

(MUST BE SIGNED AND SUBMITTED BY DESIGN-BUILD ENTITY AND EACH FIRM)

END OF DOCUMENT

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001** School District (“District”) and \_\_\_\_\_ (“Design-Build Entity”).

The undersigned does hereby certify to the Governing Board of the District as follows:

That I am a representative of the Design-Build Entity currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Design-Build Entity.

Design-Build Entity certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

\_\_\_\_\_ The Design-Build Entity has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Design-Build Entity's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a “violent felony” or “serious felony”, as those terms are defined in Education Code section 45122.1. A complete and accurate list of Design-Build Entity's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Design-Build Entity has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Design-Build Entity's employees and District pupils at all times.

\_\_\_\_\_ Pursuant to Education Code section 45125.2, Design-Build Entity certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Design-Build Entity who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Design-Build Entity's employees and its subcontractors' employees is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

For all non-Department of Justice cleared employees, the Design-Build Entity must provide badges for all employees working on the construction Project that is the subject of this Contract. Badges shall be worn at all times. All badges must be professional looking, typed and worn with clips or neck lanyards. All badges must clearly show the following information:

- Company Name (Design-Build Entity)
- Company Name (Subcontractor)
- Employee Name
- Project Name

**CRIMINAL BACKGROUND**  
**INVESTIGATION/ FINGERPRINTING CERTIFICATION**

- Project Job Number

Design-Build Entity's or vendor's employees whose sole responsibility is the delivery of supplies or materials, (i.e. Concrete Truck Driver, Plumbing and Electrical supply vendor, etc.---) and who stay close within close proximity of their delivery vehicle are not required to wear a badge. However, Design-Build Entity's or vendor's employees who perform construction or installation related activities related to deliveries or must leave their vehicles in order to make deliveries must wear a badge, or be escorted by a Department of Justice cleared employee of the Design-Build Entity.

The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

Design-Build Entity's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Design-Build Entity.

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**PREVAILING WAGE AND  
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North**, F26-066-001/F35-066-001 between East Side Union High School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Design-Build Entity”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours’ notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District’s labor compliance program, if in use on this Project.

Date: \_\_\_\_\_

Proper Name of Design-Build Entity: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**TOBACCO-FREE ENVIRONMENT CERTIFICATION**

PROJECT NAME AND NO.: **EC Adult Transition Program North, F26-066-001/F35-066-001** between East Side Union High School District (the “District” or the “Owner”) and \_\_\_\_\_ (the “Design-Build Entity”).

This Tobacco-Free Environment Certification form is required from the successful Design-Build Entity.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by any person is prohibited on or in District property. District property includes school buildings, school grounds, District-owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site, and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site or other District property.

Date: \_\_\_\_\_

Proper Name of Contractor: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

END OF DOCUMENT

**CERTIFICATE OF COMPLIANCE**

**RE: BONA FIDE APPRENTICESHIP  
APPRENTICESHIP GRADUATION REQUIREMENT FOR HIRING ON  
SCHOOL CONSTRUCTION PROJECTS**

**To: The Board of Trustees of East Side Union High School District:**

***I Certify Under Penalty of Perjury That:***

The undersigned Contractor performing any work of an apprenticeable craft will utilize the identified registered apprenticeship program(s) approved by the State Division of Apprenticeship Standards, each of which has graduated apprentices annually for at least the past five (5) years, has approval and agreement to train apprentices from said apprenticeship program, and will comply with and meet the requirements of the **Project Labor Agreement for Measure G Measure E and Measure I and Measure Z Bond Projects for the East Side Union High School District** and Specification Section 007349. *This requirement applies to any craft for which the State of California, Division of Apprenticeship Standards has approved an apprenticeship program:*

**Full Name and Address of Apprenticeship Program(s):**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

The undersigned further acknowledges that failure to comply with said Project Labor Agreement and Specification Section 007349 will require that it substitute at its own expense subcontractor(s) that meet said requirements, and agrees to pay the District's attorneys' fees, if any, incurred to enforce said requirements.

Executed under penalty of perjury under the laws of the State of California on the

following date: Date: \_\_\_\_\_

Location: \_\_\_\_\_

Proper Name of Entity: \_\_\_\_\_

License Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

# PROJECT LABOR AGREEMENT FOR ALL MEASURE G, E, & I BOND PROJECTS FOR THE EAST SIDE UNION HIGH SCHOOL DISTRICT

## **Contractor Work-Assignment Form**

High School Campus/Project Location: W.C.Overfelt High School

Project Name: WCO Music, Art and Administration New Building & Central Quad Modernization Project Number: Z-040-602 & I-040-002

**Contractor** (Complete Name): \_\_\_\_\_

Office Address: \_\_\_\_\_

Office Telephone Number: \_\_\_\_\_ CSLB Number: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Name of the general contractor/prime contractor/higher-tier subcontractor that

**Contractor** is contracted to: \_\_\_\_\_

Describe the scope of work to be performed by **Contractor** on this project:

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

**Contractor:** Proposed Craft Assignments

Union

Contractor Affiliation

| Name of Craft/Trade | Scope of Work Assigned | Yes                      | No                       | Name of Union |
|---------------------|------------------------|--------------------------|--------------------------|---------------|
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |
|                     |                        | <input type="checkbox"/> | <input type="checkbox"/> |               |

**Contractor:** Proposed Workforce Schedule

Estimated Manpower

| Craft/Trade | Start Date | Completion Date | Average Workers | Peak Workers |
|-------------|------------|-----------------|-----------------|--------------|
|             |            |                 |                 |              |
|             |            |                 |                 |              |
|             |            |                 |                 |              |
|             |            |                 |                 |              |
|             |            |                 |                 |              |
|             |            |                 |                 |              |
|             |            |                 |                 |              |

**Contractor:** Sub-tier Contractors

| Complete Name | Scope of work | Telephone | CSLB Number |
|---------------|---------------|-----------|-------------|
|               |               |           |             |
|               |               |           |             |
|               |               |           |             |
|               |               |           |             |
|               |               |           |             |
|               |               |           |             |
|               |               |           |             |

*\*Note: Completion of this form may fulfill **Contractor** obligation for a Pre-Construction Conference with the Building Trades Council. Failure to fill out this form in detail will lead to a required Pre-Job Conference.*

**SUMMARY OF WORK**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Document includes summary of Work including:
  - 1. Summary
  - 2. Work Covered By Contract Documents
  - 3. Proposal Items, Allowances, and Alternates
  - 4. Work Under Other Contracts
  - 5. Future Work (N/A)
  - 6. Work Sequence
  - 7. Work Days and Hours
  - 8. Cooperation of Design-Build Entity and Coordination with Other Work
  - 9. Maintenance, Product Handling, and Protection
  - 10. Partial Occupancy/Utilization Requirements
  - 11. Design-Build Entity Use of Premises
  - 12. Lines and Grades
  - 13. Protection of Existing Structures and Utilities
  - 14. Damage to Existing Property
  - 15. Dust Control
  - 16. Parking
  - 17. Laydown/Staging Area
  - 18. Unfavorable Construction Conditions
  - 19. Construction Site Access
  - 20. Site Administration
  - 21. Products Ordered In Advance
  - 22. District-Furnished Products

**1.2 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Furnish all services, labor, materials, furniture, fixtures and equipment, permits, temporary controls and construction facilities, all general conditions, seismic requirements, general requirements and incidentals required to complete the Work in its entirety as described in the Contract Documents.
- B. Furnish all services, labor and material to perform the abatement work described in 00 21 26 Hazardous Materials: Asbestos, Lead and PCB Abatement Project Specifications and the associated Appendix A – Scope of Work for each location in its entirety. This cost is to be included as a line item of the Design-Build Entity's Proposal. Any abatement work not performed will be credited back to the District per the unit prices of 00 21 26 Hazardous Materials: Asbestos, Lead and PCB Abatement Project Specifications, Appendix B – Abatement Unit Prices, included with the Design-Build Entity's Proposal.
- C. The Work of this Contract shall be the programming, design and construction of EC Adult Transition Program North.
  - a. Programming and Schematic Design Services: See Document 01 10 01 (Summary of Work – Programming and Design Services).
  - b. Design Services: See Document 01 10 01 (Summary of Work – Programming and Design Services)
  - c. FF&E
  - d. Construction
  - e. Operation and closeout



**SUMMARY OF WORK**

**1.3 PROPOSAL ITEMS, ALLOWANCES, AND ALTERNATES**

- A. Any Proposal Item may be deleted from the Work and Contract Sum, in total or in part, prior to or after award of Contract without compensation in any form or adjustment of other Proposal Items or prices therefore.
- B. Payment of all items is subject to provisions of Contract Documents, including without limitation Document 01 29 00 (Payments and Completion).
- C. For all Proposal Items, furnish and install all work indicated and described in the Contract Documents.
- D. Alternates: The Design-Build Entity may suggest additional best value options to the District as unsolicited alternates on Document 00 41 00 (Proposal Form).
- E. Allowance:
  - 1. Refer to Section 01 21 00 (Allowance) for scope of Allowances.
  - 2. FF&E Allowance: All Group II FF&E will be owner furnished and owner installed.

**1.4 WORK UNDER OTHER CONTRACTS**

- A. Several other projects may be underway at ESUHSD Education Center during the anticipated duration of the Project, including but not limited to:
  - 1. Districtwide Swimming Pool Modernizations Project
  - 2. Districtwide Roofing Project
- B. Design-Build Entity shall cooperate with and participate in joint scheduling with the District Representative and the District's other separate Contractors where activities of the projects are related and/or adjacent and/or need to occur in sequence or simultaneously to benefit the District.
- C. Coordinate with District and any District forces, or other contractors, as required by Document 00 71 00 (General Conditions), paragraph 6.

**1.5 WORK SEQUENCE**

- A. Construct Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District.
- B. Design-Build Entity shall not have access to the Project Site before the District has had proper time to demobilize, unless otherwise agreed upon by District. Design-Build Entity shall schedule Work in this area accordingly.
- C. Design-Build Entity acknowledges that shoring may be required to maintain a safe excavation and protect facilities, including both existing and recently constructed under this Contract. All expenses for shoring of excavations shall be included in the appropriate Proposal items.

**1.6 WORK DAYS AND HOURS**

- A. The District's Regular Work Days and hours: Monday-Friday inclusive, 7:00 a.m. - 5:00 p.m. local time.
- B. Work at the Site on weekends or holidays is not permitted, unless Design-Build Entity requests otherwise from District in writing at least 48 hours in advance and District approves in its sole discretion. In the case of Work by Design-Build Entity after normal working hours, Design-Build Entity shall be responsible for any additional inspection costs incurred by the District. Such costs may be withheld from any succeeding monthly progress payment.
- C. Connections to Existing Facilities. Unless otherwise specified or indicated, Design-Build Entity shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design-Build Entity shall receive permission from District or the owning utility prior to undertaking connections.
- D. Design-Build Entity shall protect facilities against deleterious substances and damage.

## **SUMMARY OF WORK**

### **1.7 COOPERATION OF DESIGN-BUILD ENTITY AND COORDINATION WITH OTHER WORK**

- A. Coordinate with District and any District forces, or other contractors and forces, as required by Document 00 71 00 (General Conditions), paragraph 6.
- B. Design-Build Entity shall coordinate the construction schedule with the schedule of the District for normal power service installation.
- C. Noise: Construction activities are to comply with applicable local noise ordinance and applicable Cal-OSHA regulations. Special coordination is required to minimize any excessive noise operations during the scheduled Examination periods according to the Academic Calendar. The Academic Calendar for the upcoming semesters at each site is available at the District's web site, [www.esuhd.org](http://www.esuhd.org).
- D. Work on an Occupied Campus:
  - 1. Work under this contract will be executed in part during regular sessions of the District. Design-Build Entity shall cooperate with District authorities in every way to minimize disturbance.
  - 2. When schools are not in session, community use of facilities increases. Design-Build Entity shall cooperate with District authorities in every way to minimize disturbance.
  - 3. In entrance and exit of all workers and in bringing in, storing and removal of equipment, Design-Build Entity shall cooperate with those in authority and prevent interference with functioning of the schools. Observe all rules and regulations in force and avoid unnecessary dust, mud or accumulated debris, or undue interference with the convenience, sanitation or routine of departmental activities.
  - 4. In connecting new utilities, and similar operations. Design-Build Entity shall time and coordinate such operations so that there will be no or the absolute minimum interference with the schools activities.

### **1.8 MAINTENANCE, PRODUCT HANDLING, AND PROTECTION**

- A. Transport, deliver, handle, and store materials and equipment at the Site in such a manner as to prevent the breakage, damage or intrusions of foreign matter or moisture, and otherwise to prevent damage.
- B. Hazardous substance compliance: Provide District with copies of the OSHA Material Safety Data Sheets (MSDS) for all products containing a hazardous substance, examples: Adhesives, paints, sealants, and the like.
- C. Packaging: Provide packaged material in manufacturer's original containers with seals unbroken and labels intact until incorporated into the Work.
- D. Remove all damaged or otherwise unsuitable material and equipment promptly from the Site.
- E. Protection: Protect all finished surfaces.
- F. Asbestos Removal. If, during the progress of the Work, suspected asbestos-containing products are identified, Design-Build Entity shall stop work in the affected area and immediately notify District, and engage an asbestos removal Subcontractor to verify the materials and, if necessary, encapsulate, enclose, or remove and dispose of all asbestos in accordance with current regulations of the Environmental Protection Agency and the U. S. Department of Labor – Occupational Safety and Health Administration, the state asbestos regulating agency, and any local government agency. Payment for such work will be made by Change Order.
- G. Asbestos Removal Subcontractor's Qualifications. The Subcontractor for asbestos removal shall be regularly engaged in this type of activity and shall be familiar with the regulations that govern this work. The Subcontractor shall demonstrate to the satisfaction of District that it has successfully completed at least three asbestos removal projects that it has the necessary staff and equipment to perform the work, and that it has an approved site for disposal of the asbestos. Liability insurance covering the asbestos abatement work shall be provided as specified in the Supplementary Conditions.
- H. Asbestos Removal Methods. The asbestos removal Subcontractor shall submit a work plan of its proposed removal procedure to District before beginning work and shall certify that the methods are in full compliance with the governing regulations. The work plan shall cover all aspects of the removal, including health and safety of employees and building occupants, hygiene facilities, employee

## **SUMMARY OF WORK**

certification, clearance criteria, transportation and disposal, enclosure techniques, and other techniques appropriate for the proposed work.

- I. Cost of maintenance of systems and equipment prior to either Substantial Completion or filing of a Notice of Completion will be considered as included in prices Proposal and no direct or additional payment will be made therefore.
- J. Maintenance logs and all contract close-out documentation will be submitted to the District's Representative no more than 30 days after the date of Substantial Completion. A Notice of Completion will not be filed until all contract close-out documents are submitted and approved.

### **1.9 PARTIAL OCCUPANCY/UTILIZATION REQUIREMENTS**

- A. Allow District to take possession of and use any completed or partially completed portion of the Work during the progress of the Work as soon as is possible without interference to the Work.
- B. Possession, use of Work, and placement and installation of equipment by District shall not in any way evidence the completion of the Work or any part of it.
- C. Design-Build Entity shall not be held responsible for damage to the occupied part of the Work resulting from District occupancy.
- D. Make available, in areas occupied, on a 24-hour per day and 7-day per week basis if required, any utility services, heating, and cooling in condition to be put in operation at the time of occupancy.
  - 1. Responsibility for operation and maintenance of said equipment shall remain with Design-Build Entity.
  - 2. Make, and District shall certify, an itemized list of each piece of equipment so operated with the date operation commences.
  - 3. Itemized list noted above shall be basis for commencement of warranty period for equipment.
  - 4. District shall pay for utility cost arising out of occupancy by District during construction.
- E. Use and occupancy by District prior to acceptance of Work does not relieve Design-Build Entity of its responsibility to maintain insurance and bonds required under the Contract until entire Work is completed and accepted by District.
- F. Prior to date of Final Acceptance of the Work by District, all necessary repairs or renewals in Work or part thereof so used, not due to ordinary wear and tear, but due to defective materials or workmanship or to operations of Design-Build Entity, shall be made at expense of Design-Build Entity, as required in Document 00 71 00 (General Conditions).
- G. Use by District of Work or part thereof as contemplated by this Document 01 10 00 shall in no case be construed as constituting acceptance of Work or any part thereof. Such use shall neither relieve Design-Build Entity of any responsibilities under Contract, nor act as waiver by District of any of the conditions thereof.
- H. District may specify in the Contract Documents that portions of the Work, including electrical and mechanical systems or separate structures, shall be substantially completed on dates described in paragraph 1.5 of this Document 01 10 00, if any, prior to substantial completion of all of the Work. Design-Build Entity shall notify District's Representative in writing when Design-Build Entity considers either Building of the Work ready for its intended use and substantially complete and request District to issue a Certificate of Substantial Completion for that part of the Work.

### **1.10 DESIGN-BUILD ENTITY USE OF PREMISES**

- A. Confine operations at Site to areas permitted by Contract Documents, permits, ordinances, and laws.
- B. Do not unreasonably encumber Project Site with materials or equipment.
- C. Assume full responsibility for protection and safekeeping of products stored on premises.
- D. Move any stored products that interfere with operations of District or other contractor.
- E. Parking, storage, staging, and work areas shall be coordinated with the District, and comply with all other Contract Documents requirements.
- F. Coordinate use of premises with District's Representative.

**SUMMARY OF WORK**

**1.11 LINES AND GRADES**

- A. All Work shall be done to the lines, grades, and elevations indicated on the Drawings.
- B. All survey, layout, and measurement work shall be performed by Design-Build Entity as a part of the Work.
- C. Design-Build Entity shall provide at its cost an experienced instrument person, competent assistants, and such instruments, tools, stakes and other materials required to complete the survey, layout, and measurement work. In addition, Design-Build Entity shall furnish at its cost competent persons and such tools, stakes, and other materials as District may require in establishing or designating control points, or in checking survey, layout, and measurement work performed by Design-Build Entity.
- D. Design-Build Entity shall keep District informed, a reasonable time in advance, of the times and places at which it wishes to do Work, so that any checking deemed necessary by District may be done with minimum inconvenience to District and minimum delay to Design-Build Entity.
- E. Design-Build Entity shall remove and reconstruct Work which is improperly located.

**1.12 PROTECTION OF EXISTING STRUCTURES AND UTILITIES**

- A. The Drawings may indicate existing above- and below-grade structures, drainage lines, storm drains, sewers, water, gas, electrical, hot water, and other similar items and utilities that are known to District.
- B. Design-Build Entity shall locate these known existing installations before proceeding with trenching or other operations which may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum.
- C. Additional utilities whose locations are unknown to District are suspected to exist. Design-Build Entity must be alert to their existence. If additional utilities are encountered, Design-Build Entity must immediately report to District for disposition.
- D. In addition to reporting, if a utility is damaged, Design-Build Entity must take appropriate action as provided in Document 00 71 00 (General Conditions).
- E. Additional compensation or extension of time on account of utilities not indicated or otherwise brought to Design-Build Entity's attention including reasonable action taken to protect or repair damage shall be determined as provided in Document 00 71 00 (General Conditions).

**1.13 DAMAGE TO EXISTING PROPERTY**

- A. Design-Build Entity will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, District.
- B. Design-Build Entity shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.
- C. Design-Build Entity shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Design-Build Entity shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

**1.14 DUST CONTROL**

- A. Design-Build Entity shall take reasonable measures to prevent unnecessary dust. The following items shall be specifically implemented to control dust:
  - 1. All construction locations with active excavation shall be watered at least twice daily.
  - 2. Cover all trucks hauling soil, sand, and other loose materials; or require all trucks to maintain at least two feet of freeboard.
  - 3. Pave, apply water daily, or apply non-toxic soil stabilizers on all un-paved access roads, parking areas, and staging areas at construction site.

## **SUMMARY OF WORK**

4. Sweep daily with water sweepers all paved access roads, parking areas, and staging areas at construction sites during earthwork activities.
  5. Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.)
  6. Limit the speed of all construction vehicles to 5 miles per hour while on un-paved roads at the Site.
- B. Buildings or operating facilities which may be affected adversely by dust shall be adequately protected from dust. Existing and new machinery, motors, instrument panels, or similar equipment shall be protected by suitable dust screens. Proper ventilation shall be included with dust screens.
- C. Building Interiors: provide dust barriers, walk-off pads, etc. to minimize dust infiltration in buildings. If required, the Design-Build Entity will clean interior common areas (e.g., corridors, lobbies) at the end of each work day.

### **1.15 PARKING**

Parking will be provided in designated areas at no cost to the Design-Build Entity; parking or standing is not allowed in any other staff or students lot, other than the area indicated. Parking in at the construction site shall be extremely limited.

### **1.16 LAYDOWN/STAGING AREA**

Design-Build Entity shall propose an area on the Drawings for storage of all construction materials, subject to approval by the District Representative. This area shall be fenced and locked by Design-Build Entity for security purposes.

### **1.17 UNFAVORABLE CONSTRUCTION CONDITIONS**

During unfavorable weather, wet ground, or other unsuitable construction conditions, Design-Build Entity shall confine its operations to Work which will not be affected adversely by such conditions. No portion of the Work shall be constructed under conditions which would affect adversely the quality or efficiency thereof, unless special means or precautions are taken by Design-Build Entity to perform the Work in a proper and satisfactory manner. The Design-Build Entity will employ BEST practices to manage the construction site during inclement weather.

### **1.18 CONSTRUCTION SITE ACCESS**

- A. Design-Build Entity shall at all times limit access to the Site to necessary personnel only. All personnel associated with construction of the Project shall enter the site through Design-Build Entity's access gate, at the location indicated on the Drawings. Access for construction personnel shall be limited to regular work hours, unless prior approval is obtained from the District. All mail and deliveries (Federal Express, equipment, etc.) shall be sent to a separate address (at Design-Build Entity's gate), specifically arranged by Design-Build Entity for the Project. Design-Build Entity is responsible for providing adequate signage (subject to District approval) to alert delivery persons to the project site. The District will not receive or forward Design-Build Entity mail or deliveries.

### **1.19 SITE ADMINISTRATION**

Design-Build Entity shall be responsible for all areas of the Site used by it and by all Subcontractors in the performance of the Work. Design-Build Entity shall exert full control over the actions of all employees and other persons with respect to the use and preservation of property and existing facilities, except such controls as may be specifically reserved to District or others. Design-Build Entity shall have the right to exclude from the Site all persons who have no purpose related to the Work or its inspection, and may require all persons on the Site to observe the same regulations as Design-Build Entity requires of its employees.

**SUMMARY OF WORK**

**PART 2 PRODUCTS**

**2.1 PRODUCTS ORDERED IN ADVANCE**

A. Shall be stored in bonded warehouses if stored offsite for the entire duration until discharged to the site for installation. The District or a representative may elect to inspect said products prior to any payments being issued.

**2.2 DISTRICT-FURNISHED PRODUCTS (if applicable)**

A. District's Responsibilities:

1. Arrange for and deliver District-reviewed Shop Drawings, Product Data, and Samples, to Design-Build Entity.
2. Arrange and pay for delivery to site.
3. On delivery, inspect products jointly with Design-Build Entity.
4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
5. Arrange for manufacturers' warranties, inspections, and service.

B. Design-Build Entity's Responsibilities:

1. Review District-reviewed Shop Drawings, Product Data, and Samples.
2. Receive and unload products at site; inspect for completeness or damage jointly with District.
3. Handle, store, install, and finish products.
4. Repair or replace items damaged after receipt.
5. Install into Project per Contract Documents.

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

**PART 1 GENERAL**

**1.01 SUMMARY**

This document includes summary of work including:

1. Programming
2. Design Services
3. Schematic Design Phase
4. Design Development Phase
5. Construction Documents
6. Construction Phase
7. Operation/Project Close Out
8. Design-Build Entity's Responsibility for Finished Construction
9. District's Responsibilities

**1.02 DESIGN SERVICES**

**A. Summary of Design and Technical Requirements**

1. Programming and Schematic Design Services: The District will require the Design-Build Entity to work with the District Representative and stakeholders from WC Overfelt High School to review and validate the programming needs of the Music, Art, Administration New Building and Central Quad modernization. The programming validation exercise will establish the Schematic Design that the Design-Build Entity will utilize to formulate the Construction Documents for final acceptance.
  - a. The design build entity is to utilize the criteria documents and other volumes of information to properly design and construct the work of the project.
  - b. The design build entity will, in coordination with the District Representative and stakeholders from the school, develop a list of a Furnishings, Fixtures, and Equipment (FF&E) package that shall include, but is not limited to, furniture, equipment, specialty equipment, appliances, accessories and other miscellaneous items to support facility functions. FF&E shall be fully integrated with the facility systems and finishes. Group II FF&E shall be procured and installed by the Design-Build Entity.
  - c. The Design-Build Entity shall provide design services for interim housing for displaced programs. It is believed that all programs will be housed in existing buildings on campus. Design-Build Entity shall be required to include but not limited to, providing egress plans, furniture layouts and modifications to interim spaces.
2. Design Services: Design-Build Entity shall submit designs and deliverables meeting the minimum requirements of the Reference Construction Documents and Specifications at completion of 100% Design Development, 50% Construction Documents, DSA Submittal and DSA Approved Construction Documents, or prior to release to the field or to subcontractors for construction, as required in this Document 00 10 01. Design-Build Entity may elect to create incremental packages of major components or activities it deems advantageous towards scheduling or permitting efficiencies.
3. In the event of any conflict between the Reference Construction Documents and any other provision of the Contract Documents, the more stringent requirement providing the District with the greater scope of work shall control. Unless specifically and expressly limited, Design-Build Entity's scope of

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.

4. Design-Build Entity is required to participate, on District's behalf, in any PG&E incentive programs.

**B. Summary of Services**

1. Unless specifically excluded in this Contract, Design-Build Entity shall provide to District all professional architectural and engineering services, including but not limited to all civil, electrical, fire protection, mechanical, structural engineering, landscape, and cost estimating services necessary to perform Design-Build Entity's obligations under the Contract Documents and to complete the Project and to perform Design-Build Entity's obligations under the Contract Documents.
2. Design-Build Entity shall perform the Services using the persons and subconsultants listed in Design-Build Entity's Proposal and may substitute personnel or subconsultants only upon District's written consent, which may be withheld or delayed in District's discretion. Design-Build Entity represents that it and its subconsultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design-Build Entity's licensed subconsultants (architectural and engineering) shall owe a duty of care to District in performing their architectural and engineering portions of the Services.
3. Design-Build Entity and its subconsultants shall make an independent assessment of the accuracy of the information provided by District concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design-Build Entity shall rely on the results of its own independent investigations and not on information provided by District. Design-Build Entity shall conduct such further investigations of existing conditions as are necessary for Design-Build Entity to perform the Services and shall advise District of any further design or other services necessary to complete the Project.
4. Design-Build Entity and its subconsultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with State and federal standards. Design-Build Entity shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the drawings and specifications, or tie-ins to the Project. Design-Build Entity shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.
5. Design-Build Entity shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.



**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

6. District at all times shall have the right (but not the duty) to review Design-Build Entity's design work, whether performed by Design-Build Entity or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents. In the event District should ever dispute the conformance of any design work (at any stage) with the intent of the Contract (including the Reference Construction Documents), then the District's determination shall control and Design-Build Entity and/or its subconsultants shall perform the disputed design services and/or work to completion in accord with the District's determination. Design-Build Entity shall, however, retain its rights under the procedure in Document 00 71 00 (General Conditions) Article 12 for claims and disputes, and Design-Build Entity may under that procedure, in its name, advance any claim of any subconsultant of any tier.

**C. Coordination of Architectural and Engineering Subconsultants/Other Contractors**

1. Design-Build Entity shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work. Design-Build Entity's subconsultants shall fully coordinate with Design-Build Entity and all architectural and engineering disciplines and subconsultants involved in completing the Work.
  - a. Design-Build Entity shall require its subconsultants to agree in their subcontracts to coordinate with Design-Build Entity and other subconsultants.
  - b. Design-Build Entity shall conduct at least monthly design coordination meetings with all subconsultants employed by Design-Build Entity.
  - c. Design-Build Entity shall present District with monthly design coordination reports. Design coordination reports shall include written verification that all design coordination responsibilities appropriate to the stage of Services have been fulfilled. These reports shall be included with each Design-Build Entity Application for Payment and will be a condition of payment.

**D. Coordination with Master Scheduling**

1. Design-Build Entity shall complete or cause to be completed all services required under this Agreement in accordance with the Milestone Construction Schedule set forth in Document 01 32 16 (Progress Schedules and Reports), as well as all approved Project schedules and updates thereto.
2. As required in Document 01 32 16 (Progress Schedules and Reports), Design-Build Entity shall provide District with a design and construction schedule that outlines dates and time periods for the delivery of Design-Build Entity's services and requirements for information from the District for the performance of its services. This schedule shall be updated weekly, and shall meet the following requirements:
  - a. The schedule shall fit within and coordinate with the overall Milestone Schedule, including any and all design interfaces referenced in the Master Schedule and all updates to the Master Schedule.
  - b. The schedule shall be in a computer software format compatible with Microsoft Project or other format acceptable to the District.
  - c. The schedule shall fit within the requirements of the District for partial utilization of construction packages, systems, equipment, and areas, as identified in information provided to Design-Build Entity.

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

- d. For each phase of the Services under this Document 01 10 01 (Summary of Work – Programming and Design Services), Design-Build Entity shall prepare and submit for District’s acceptance a task list identifying the principal tasks (and subtasks) defining the scope of work of each phase. The main purpose of the task list shall be to promote coordination and scheduling of the District and third parties whose actions might impact Design-Build Entity’s progress.
    - i. The task list for each phase of Design Services shall be submitted with the deliverables at the conclusion of the previous phase of Design Services.
    - ii. The task list shall list all points of District and third party interface, for example, approvals, reviews, design input and supplying information. The task list shall include a listing of Design-Build Entity’s anticipated specific requirements for information, decisions or documents from District necessary for Design-Build Entity’s performance of its services, and required third party approvals and preliminary meetings required to obtain agreement in principle with agencies and third parties involved in the Project.
  3. Design-Build Entity shall adjust and cause its retained subconsultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules without additional costs to the District.
  4. Design-Build Entity shall meet with, make written recommendations to, and coordinate with District weekly regarding ongoing design and construction work, with respect to the following subject matters:
    - a. Conformance of design to Program Requirements, including the District’s Design Standards.
    - b. Value engineering, if needed (including value engineering design, quantity surveys of materials, equipment or labor, or audits or inventories),
    - c. Constructability.
- E. Deliverables Required Under This Section - Generally
1. All deliverables required under this Document shall be submitted in full compliance with the Contract Documents, shall be submitted in conformance with the requirements of Document 01 32 19 (Submittal Procedures).
  2. Deficiencies in deliverables and modifications to conform to program requirements and modifications to achieve acceptability of deliverables to District, shall be promptly performed, and the cost thereof included in the Contract Price.

**0.01 SCHEMATIC DESIGN PHASE**

**A. Period of Service**

1. After acceptance by District of Design-Build Entity’s Proposal, and upon written authorization from District, Design-Build Entity shall proceed with the performance of Services called for in the Schematic Design Phase.
2. Design-Build Entity shall submit the deliverables required by the Schematic Design Phase.

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

**B. Consultation with District**

1. Design-Build Entity shall consult with District to clarify and define the requirements for the work and review available data.
2. Design-Build Entity shall review District's Program for scope, coordination requirements, criteria, budget and constructability.
3. Design-Build Entity shall identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

**C. Site Visits, Investigations and Other**

1. Design-Build Entity shall investigate existing conditions through site visits and otherwise, to determine scope of work and effects on design and construction. Obtain from District all available information on hazardous materials and advise District immediately of any other hazardous materials consultant has observed. (This paragraph does not impose on Design-Build Entity any duty to locate hazardous materials.)
2. Design-Build Entity shall advise District as to the necessity of obtaining additional information related to the Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved. Such information might include, by way of example only: description of property boundaries or as built information, rights of way, topographic, hydrographic, and utility surveys, soil mechanics, seismic and subsoil data, chemical, mechanical and other data, logs of borings, etc. If the District possesses such information, it will be made available to Design-Build Entity.
3. Design-Build Entity shall review all available information regarding existing conditions of any nature (whether supplied by District, generated under the Contract, or secured from third parties), and advise District whether such data is adequate for purposes of design.

**D. Schematic Layouts, Sketches and Conceptual Design**

1. Design-Build Entity shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.
2. Reports and exhibits shall incorporate District's Program requirements and shall include plan views, sections, renderings and other drawings necessary to describe the Project. Schematic reports shall be developed until District and Design-Build Entity agree that the design concept achieves the Program requirements and the Project's intent. Design-Build Entity shall participate in progress meetings with representatives of District and shall coordinate with District formal design presentations at times indicated on the project schedule.
3. Design-Build Entity shall prepare and submit to District for approval:
  - a. Outline specifications including architectural, structural, mechanical, electrical, plumbing, security, teledata, and instrumentation systems and materials proposed.
  - b. Plans, sections and renderings at an appropriate scale necessary to convey the architectural design.

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

4. Reports and exhibits shall indicate clearly the considerations involved, including but not limited to applicable requirements of governmental authorities having jurisdiction or private licensing, patent, easements, or other legal restrictions. Reports and exhibits shall indicate any alternative solutions available to District and set forth Design-Build Entity's findings and recommendations. Reports and exhibits shall clearly indicate when a proposed design solution, product or system has been in service fewer than ten (10) years, and if the design solution, product or system has never been approved by the permitting authority (ies).
  5. Design-Build Entity shall provide a narrative report by each design discipline describing its proposed design philosophy with a description of, and the rationale for, the proposed structural systems, mechanical systems, electrical, geotechnical, electronics and security systems, types of equipment, materials, finishes, site development and landscaping. The rationale shall include initial costs, lifecycle costs, and life expectancy and maintenance considerations.
- E. Present Schematic Documents to District
1. Design-Build Entity shall attend no less than three (3) meetings, each of duration of four (4) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.
  2. Design-Build Entity shall present Schematic Design Phase documents to District and secure its approval.

**0.02 DESIGN DEVELOPMENT PHASE**

A. Period of Service

1. After acceptance by District of Design-Build Entity's Schematic Design Phase deliverables, and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design-Build Entity's Design Development Phase submittal is to obtain District approval for design revisions, refinements, and concept elaborations produced by Design-Build Entity during Design Development prior to Construction Document production.
2. Design-Build Entity shall submit the deliverables required by the Design Development Phase.
3. Design-Build Entity shall at the outset of this Phase make full written disclosure to District, and obtain District's express written approval of any proposed innovative, unique, proprietary, or sole source design features. District retains full discretion to disapprove such features, unless such features were fully disclosed and accepted by District during the Proposal or Schematic Design phases.

B. General Scope of Project and Final Design Criteria

1. After consultation with District in the programming phase and on the basis of Reference Construction Documents, Design-Build Entity shall: determine the scope, extent and character of the Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with District Project Manager, District departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with District Project Manager and consultants.

C. Design Development Documents

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

1. Design-Build Entity shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited to:
  - a. Site plans, architectural, landscape, structural, mechanical and electrical plans, elevations, cross sections, finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.
  - b. Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.
  - c. Design-Build Entity shall provide to District's Project Manager for District approval two copies of a color schedule, samples of types and size acceptable to the Project Manager of textures and finishes of all materials in the Work at the Project.
  - d. A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design-Build Entity.
- D. Additional Data or Services. Design-Build Entity shall advise District in writing if additional data or services of the following types are necessary and obtain such data and services as directed in writing by District:
  1. Borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
  2. Appropriate professional interpretations of the foregoing; and
  3. Other special data or consultations necessary or useful in completion of the Project.
- E. Report on Additional Permits or Reports. Advise in writing if any of the following are required:
  1. Governmental permits of any type; and
  2. Reports of any type to governmental agencies;
- F. Review with District. Prepare, for approval by District, written design criteria for mechanical, electrical, telephone, data, fire alarm (as required), controls and security systems.
- G. Fire Marshal Coordination. Design-Build Entity shall be fully responsible for obtaining and coordinating all necessary Fire Marshal approvals. Design-Build Entity shall seek acceptance by local Fire Marshal, and shall seek approval of State Fire Marshal.
- H. Health Department Coordination. Design-Build Entity shall be fully responsible for obtaining and coordinating all necessary Health Department approvals. Design-Build Entity shall seek acceptance by the Health Department.
- I. Present Design Development Documents to District

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

1. Design-Build Entity shall attend no less than one (1) meeting, of duration of five (5) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.
2. Design-Build Entity shall present Design Development Phase documents to District and secure its approval.

**0.03 CONSTRUCTION DOCUMENT PHASE**

**A. Period of Service**

1. After acceptance by District of the Design Development Documents and any other required deliverables in the Design Development Phase, and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Construction Documents Phase.
2. Design-Build Entity shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in the Project Schedule.

**B. Construction Documents.** On the basis of the District-approved Design Development Documents, Design-Build Entity shall prepare for incorporation in the Contract Documents final Drawings and Specifications (together, “Construction Documents”) to show the work to be furnished and performed by Design-Build Entity. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design-Build Entity and to obtain all required permits. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed, but shall not supersede the Contract Documents where the Contract Documents contain a more stringent requirement.

**C. Drawings shall be prepared in accordance with industry standards. Specifications shall be prepared in conformance with the latest MasterSpec format of the Construction Specification Institute. Design-Build Entity shall have complete responsibility to secure timely review by all authorities with jurisdiction.**

**D. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.**

**E. Compliance with Codes, Regulations and Requirements.** Prepare Construction Documents in full compliance with the Contract Documents (including without limitation Reference Construction Documents), applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.

**F. Make full written disclosure to District, and obtain District’s express written approval of any proposed innovative, unique, proprietary, or sole source design features.**

**G. Warranty.** Design-Build Entity warrants to District that the final design, as expressed in the Construction Documents:

1. Will be constructible, workable, watertight, and within Design-Build Entity’s detailed Project schedule per Document 01 32 16 (Progress Schedules and Reports).
2. Will comply in all respects with the requirements of the Contract Documents (including without limitation Reference Construction Documents);
3. Will not call for the use of hazardous or banned materials; and

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

4. Will fully comply with applicable building codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.
- H. Design-Build Entity shall prepare and submit draft Construction Documents at the 50% level of completion to District for review. District shall conduct such review as necessary on the 50% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall develop and submit Construction Documents to the District for review at the time of DSA submission. District shall conduct such review as necessary on these Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for the Project.
- I. Upon completion of Construction Documents, Design-Build Entity shall submit such plans for approval to the Division of the State Architect, or such other permitting authority that is in place at the time, and obtain necessary permits for the construction and operation of the Project as specified in the Construction Documents. During the same time period, Design-Build Entity shall submit the Construction Documents to District for final approval.
- J. Permits. Design-Build Entity shall secure all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and applying for such permits and approvals in Design-Build Entity's name, on the District's behalf. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and engage in consultations with appropriate authorities.

**0.04 CONSTRUCTION PHASE**

- B. Upon District's acceptance of Design-Build Entity's Construction Documents for all or any portions of the Work as Design-Build Entity and District may agree, and upon issuance of approval to construct Project by the Division of the State Architect or such other permitting authority that is in place at the time, District will issue a Notice to Proceed for construction, and Design-Build Entity may commence construction of the Project.
- C. General Administration of Construction. Design-Build Entity's architectural, design, and engineering subconsultants shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design as approved.
- D. Quality Control and Reporting. Design-Build Entity's architectural, design and engineering subconsultant shall participate fully in Design-Build Entity's required quality control program and shall have a duty to advise Design-Build Entity and District in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services.

**0.05 OPERATION/PROJECT CLOSE-OUT PHASE**

- A. Operation/Close Out. During the Operation/Project Close-Out Phase, Design-Build Entity and Design-Build Entity's architectural, design, and engineering subconsultants shall, when requested by District, and working with District's commissioning agent (if applicable), provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:

**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

1. Refining, adjusting and correcting of any equipment or systems.
2. Start-up, testing and placing in operation all equipment and systems.
3. Completion of punchlist work.
4. Training District's staff to operate and maintain all equipment and systems.
5. Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.
6. Prepare (1) copy of electronic record sets (in PDF and AutoCAD format) and (1) set of record prints or plans showing those changes made during the construction process, based on the marked-up prints, plans and other data.
7. Together with District, visit the Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work.

**0.06 DESIGN-BUILD ENTITY'S OBLIGATION FOR FINISHED CONSTRUCTION**

- A. District's right to review Design-Build Entity's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design-Build Entity of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by Design-Build Entity, consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

**0.07 DISTRICT'S RESPONSIBILITIES**

- A. District shall designate a Project Manager, who is authorized to act on District's behalf with respect to Design-Build Entity's Design Services. District or such authorized representative shall facilitate the rendering of required decisions promptly, to avoid unreasonable delay in the progress of Design-Build Entity's services. District may delegate all or some of Project Manager's role and function to a separate contractor or to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time without prior notice to Design-Build Entity.
  - a. Design-Build Entity shall anticipate that District's decision-rendering processes require various lead times. Design-Build Entity should use the following Decision Category matrix and the examples provided to anticipate and plan for District decision-rendering lead times.
    - i. Category 1 Decision: This category of decision is likely to take one week from the time the issue is presented to District until the time District renders a decision. Category 1 Decisions are likely to be decisions made for similar circumstances in recent projects, and/or performance criteria or choices have been preselected in the District's Design Standards, and a small group of end-users must be consulted for the decision.
    - ii. Category 2 Decision: This category of decision is likely to take two weeks from the time the issue is presented to District until the time District renders a decision. Category 2 Decisions are likely to be decisions made for similar circumstances in recent projects, and/or



**SUMMARY OF WORK – PROGRAMMING AND DESIGN SERVICES**

performance criteria or choices have been preselected in the District’s Design Standards, but a larger group of end-users must be consulted for the decision.

- iii. Category 3 Decision: This category of decision is likely to take three weeks from the time the issue is presented to District until the time District renders a decision. Category 3 Decisions are likely to be concerning new circumstances that the District has not faced recently, and/or performance criteria or choices have not been preselected in the District’s Design Standards, and a small group of end-users must be consulted for the decision.
- iv. Category 4 Decision: This category of decision is likely to take four or more weeks from the time the issue is presented to District until the time District renders a decision. Category 4 Decisions are likely to be decisions that require large or numerous end-user group discussions, input and/or approval from the Board of Trustees, or were not listed by Design-Build Entity as a District-required decision at the beginning of the milestone phase. Examples of Category 4 Decisions include:
  - 1. Selection of Design-Build Entity following submission of Proposals.
  - 2. Major modifications during a subsequent design phase of design solutions presented and accepted during a previous design phase.
  - 3. Contract modifications concerning scope or price.

- B. Review and Acceptance of Design and Construction Documents: District shall perform timely reviews of progress documents submitted pursuant to the provisions of this Document 01 10 01 (Summary of Work – Programming and Design Services).
- C. Permits and Approvals: District shall assist Design-Build Entity in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project.

END OF DOCUMENT

**MODIFICATION PROCEDURES**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Document includes:
  - 1. Description of general procedural requirements for alterations, modifications, and extras.
- B. Reference
  - 1. Public Contract Code Section 7105(d)(2).

**1.2 GENERAL**

- A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents.
- B. Only Design-Build Entity or District may initiate changes in scope of Work or deviation from Contract Documents.
  - 1. Design-Build Entity may initiate changes by submitting RFIs, Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
    - a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents. RFIs shall not be submitted to District seeking clarification to any errors or omissions on behalf of the Design-Build Entity's preparation of the Construction Documents or any other Contract Documents prepared by Design-Build Entity.
    - b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00 71 00 (General Conditions).
    - c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00 71 00 (General Conditions).
  - 2. Design-Build Entity shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Design-Build Entity shall not be entitled to additional compensation. Design-Build Entity shall be responsible for both District and its consultant's administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by District; at District's discretion, such costs may be deducted from progress payments or final payment.
  - 3. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
  - 4. District may initiate changes in the Work or Contract Time by issuing RFPs to Design-Build Entity. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Design-Build Entity.
  - 5. District may also, by Construction Change Directive ("CCD"), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms of a Change Order and may, upon notice, consist of a Change Order executed by District only.
  - 6. District and Design-Build Entity may notify the other party, in writing, of a proposed equitable adjustment to the Contract Sum, in accordance with Document 00 71 07 (Supplemental General Conditions – Equitable Price Adjustment).
  - 7. It is the responsibility of the Design-Build Entity to notify the District within 14 days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.

**MODIFICATION PROCEDURES****1.3 PROCEDURES**

- A. Cost Proposal and Procedures: Whenever Design-Build Entity is required in this Document 01 26 00 to prepare a Cost Proposal, and whenever Design-Build Entity is entitled to submit a Cost Proposal and elects to do so, Design-Build Entity shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Document 01 26 00, or other similarly prepared form previously approved by the District. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Document 01 26 00. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.
1. If District accepts a Cost Proposal, District will prepare Change Order for District and Design-Build Entity signatures.
  2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except as otherwise provided in this Document 01 26 00, Design-Build Entity shall have seven Days in which to respond to District with a revised Cost Proposal.
  3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may order Design-Build Entity to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.
- B. Request for Information: Whenever Design-Build Entity requires information regarding the Project or Contract Documents or receives a request for information from a Subcontractor, Design-Build Entity may (except as provided in paragraph 1.2.B.1.a above), prepare and deliver an RFI to District. Design-Build Entity shall not submit an RFI to the District if it pertains to a Subcontractor's request for clarification of the Construction Documents or any other Contract Documents prepared by Design-Build Entity. Design-Build Entity shall use RFI format provided by District. Design-Build Entity must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Design-Build Entity shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Design-Build Entity's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Design-Build Entity's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.
1. District will endeavor to respond within seven Days from receipt of RFI with a written response to Design-Build Entity, provided that the RFI complies with paragraph B. above and is time critical. Additionally, District may return RFI requesting additional information should original RFI be inadequate in describing condition. Design-Build Entity shall distribute response to all appropriate Subcontractors.
  2. If Design-Build Entity is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.
  3. If Design-Build Entity believes the response is incomplete, Design-Build Entity shall issue another RFI (with the same RFI number with the letter "A" indicating if it is a follow-up RFI) to District clarifying original RFI.
  4. If Design-Build Entity believes that the response results in change in Contract Sum or Contract Time, Design-Build Entity shall notify District in writing within seven Days after receiving the response. If District disagrees with Design-Build Entity, then Design-Build Entity may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Design-Build Entity, then Design-Build Entity must submit a Cost Proposal within 21 Days of District's response to the RFI. Design-Build Entity's failure to deliver either the foregoing notice

**MODIFICATION PROCEDURES**

of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

- C. Supplemental Instruction: District may issue Supplemental Instruction to Design-Build Entity.
1. If Design-Build Entity is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
  2. If Design-Build Entity believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Design-Build Entity shall notify District in writing within seven Days after receiving the response. If District disagrees with Design-Build Entity, then Design-Build Entity may give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim within 30 days of District's response. If District agrees with Design-Build Entity, then Design-Build Entity must submit a Cost Proposal within 21 Days of District's response to the RFI. Design-Build Entity's failure to deliver either the foregoing notice of Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.
- D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Design-Build Entity shall promptly proceed with the change of Work involved and concurrently respond to District's CCD within 10 Days.
1. Design-Build Entity's response must be any one of following:
    - a. Return CCD signed, thereby accepting District's response, time and cost.
    - b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
    - c. Give notice of intent to submit a Claim as described in Article 12 of Document 00 71 00 (General Conditions), and submit its Claim with 30 days.
  2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
    - a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
    - b. Unit prices stated in the Contract Documents or subsequently agreed upon.
    - c. Force account.
    - d. Cost to be determined in a manner agreed.
  3. CCD signed by Design-Build Entity indicates the agreement of Design-Build Entity therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
  4. If Design-Build Entity does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, Design-Build Entity may file a Claim per Article 12 of Document 00 71 00 (General Conditions). Design-Build Entity shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Document 01 26 00.
  5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Design-Build Entity to District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by District. When both additions and credits covering related Work or substitutions

**MODIFICATION PROCEDURES**

are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

- E. District Requested RFP: Design-Build Entity shall furnish a Cost Proposal within 21 Days of District's RFP. Upon approval of RFP, District will issue a Change Order directing Design-Build Entity to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 12 of Document 00 71 00 (General Conditions). Design-Build Entity shall perform the changed Work notwithstanding any claims or disagreements of any nature.
- F. Differing Site Conditions: Design-Build Entity shall submit Notices of Differing Site Conditions to resolve problems regarding differing underground Site conditions encountered in the execution of the Work pursuant to paragraph 13.4 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- G. Hazardous Waste Conditions: Design-Build Entity shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to paragraph 13.5 of Document 00 71 00 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.
- H. All Changes:
  - 1. Documentation of Change in Contract Sum and Contract Time:
    - a. Design-Build Entity shall maintain detailed records of Work performed on a time-and-material basis.
    - b. Design-Build Entity shall document each Proposal for a change in cost or time with sufficient data to allow evaluation of the Proposal.
    - c. Design-Build Entity shall, on request, provide additional data to support computations for:
      - 1) Quantities of products, materials, labor and equipment.
      - 2) Taxes, insurance, and bonds.
      - 3) Overhead and profit.
      - 4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
      - 5) Credit for deletions from Contract, similarly documented.
    - d. Design-Build Entity shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
      - 1) Credit for deletions from Contract, similarly documented.
      - 2) Origin and date of claim.
      - 3) Dates and times Work was performed and by whom.
      - 4) Time records and wage rates paid.
      - 5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.
  - I. Correlation of Other Items:
    - 1. Design-Build Entity shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
    - 2. Design-Build Entity shall revise the Progress Schedules prior to the next monthly pay period.
    - 3. Design-Build Entity shall enter changes in Project Record Documents prior to the next monthly pay period.
  - J. Responses: For all responses for which the Contract Documents, including without limitation this Document 01 26 00, do not provide a specific time period, recipients shall respond within a reasonable time.
  - K. Disputes: For all disputes arising from the procedures herein, Design-Build Entity shall follow Article 12 of Document 00 71 00 (General Conditions).

**MODIFICATION PROCEDURES****1.4 COST DETERMINATION**

- A. Total cost of extra Work or of Work omitted shall be the sum of construction labor costs, material costs, equipment rental costs, design professional costs and specialist costs as defined herein plus overhead and profit as allowed herein. This limit applies in all cases of claims for extra Work, whether calculating Cost Proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. Design-Build Entity may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against District, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

Design Professional costs shall be calculated by multiplying the number of hours per design professional by the hourly rate established in the Proposal Form.

- B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Document 01 26 00.)
1. Overhead and profit on labor for extra Work shall not exceed 15 percent.
  2. Overhead and profit on materials for extra Work shall not exceed 15 percent.
  3. Overhead and profit on equipment rental for extra Work shall not exceed 7 percent.
  4. When extra Work is performed by a first tier Subcontractor or a Design Professional, Design-Build Entity shall receive a 5 percent markup on Subcontractors' or Design Professional's total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 10 percent.
  5. When extra Work is performed by a lower tier Subcontractor, Design-Build Entity shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall divide the 15 percent markup as mutually agreed.
  6. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of contract tiers.
  7. On Proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in paragraph 1.4 above. When the net difference is a deduction, no percentage for overhead, profit and commission shall be allowed, but rather a deduction shall apply.
  8. Deductive change orders shall have 15 percent added on all change orders.
  9. The markup shall include profit and overhead. No markup will be allowed on permits, fees, taxes, insurance and bonds for contract changes utilizing Owners Allowance.
- C. Taxes:
1. All State sales and use taxes, Santa Clara County and applicable City sales taxes, shall be included.
  2. Federal and Excise tax shall not be included.
- D. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all Design-Build Entity (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. Design-Build Entity may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to Article 12 of Document 00 71 00 (General Conditions) no later than 30 days of Design-Build Entity's first written notice of its intent to reserve rights.

**MODIFICATION PROCEDURES****1.5 COST BREAKDOWN**

- A. Labor: Design-Build Entity will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rates shall be approved at the start of construction for all trades prior to the start of said work, whether employer is Design-Build Entity, Subcontractor or other forces, will be sum of following:
  - 1. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  - 2. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined in paragraph 1.5A.1 of this Document 01 26 00, such as taxes and worker's compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
- B. Material: Only materials furnished by Design-Build Entity and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax, to purchaser (Design-Build Entity, Subcontractor or other forces) from supplier thereof, except as the following are applicable:
  - 1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
  - 2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
  - 3. If cost of a material is, in opinion of District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in paragraph 1.5B.1 of this Document 01 26 00.
- C. Equipment Rental: For Design-Build Entity- or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Design-Build Entity- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by District. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Individual pieces of equipment or tools not listed in said publication and having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.
  - 1. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by District. The following shall be used in computing rental time of equipment:
    - a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
    - b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.
  - 2. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

**MODIFICATION PROCEDURES**

- a. District will pay for costs of loading and unloading equipment.
  - b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
  - c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
  - d. District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.
3. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which District directs Design-Build Entity to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.
- D. Work Performed by Special Forces or Other Special Services: When District and Design-Build Entity, by agreement, determine that special service or item of extra Work cannot be performed by forces of Design-Build Entity or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Design-Build Entity is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Document 01 26 00, 5 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

**1.6 FORCE-ACCOUNT WORK**

- A. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Design-Build Entity may be directed to proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Document 01 26 00.
- B. Force-Account Work shall be used when it is not possible or practical to price out the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between District and Design-Build Entity have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.
- C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Design-Build Entity shall report to District each Business Day in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by District.



**MODIFICATION PROCEDURES**

- D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Design-Build Entity shall report to District when 50 percent of the NTE amount has been expended.
- E. Force-Account Work shall be paid as extra Work under this Document 01 26 00. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

**1.7 DISTRICT-FURNISHED MATERIALS**

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

**1.8 OVERHEAD DEFINED**

- A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Design-Build Entity, Subcontractors, or suppliers, and Design-Build Entity shall not invoice or receive payment for these costs separately:
  - 1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
  - 2. Routine field inspection of Work proposed
  - 3. General Superintendence, including Project Management or Construction Management services provided by Design-Build Entity
  - 4. General administration and preparation of Cost Proposals, schedule analysis, change orders and other supporting documentation as necessary
  - 5. Computer services
  - 6. Reproduction services
  - 7. Salaries of, superintendent, timekeeper, storekeeper and secretaries
  - 8. Janitorial services
  - 9. Temporary on-Site facilities, including for any extended periods of Contract Time:
    - a. Offices
    - b. Telephones
    - c. Plumbing
    - d. Electrical: Power, lighting
    - e. Platforms
    - f. Fencing, etc.
    - g. Water
  - 10. Home office expenses
  - 11. Insurance and Bond premiums
  - 12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
  - 13. Surveying
  - 14. Estimating
  - 15. Protection of Work
  - 16. Handling and disposal fees
  - 17. Final cleanup
  - 18. Small tools
  - 19. Warranty
  - 20. Other incidental Work

**MODIFICATION PROCEDURES**

**1.9 RECORDS AND CERTIFICATION**

- A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Design-Build Entity or authorized representative shall complete and sign form each Day. Design-Build Entity shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.
- B. No payment for Force-Account Work shall be made until Design-Build Entity submits original invoices substantiating materials and specialists charges.
- C. District shall have the right to audit all records in possession of Design-Build Entity relating to activities covered by Design-Build Entity's claims for modification of Contract, including Force-Account Work and CCD Work.
- D. Further, District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Design-Build Entity relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Design-Build Entity is a joint venture, right of District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of Design-Build Entity to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the Article 12 of Document 00 71 00.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

**MODIFICATION PROCEDURES**

**MODIFICATION PROCEDURES****SAMPLE OF COST PROPOSAL FORM****COST PROPOSAL (CP)**☐ PROJECT/Contract Number ☐

COR Number: \_\_\_\_\_

Date: \_\_\_\_\_

To: East Side Union High School District

In Response To: (RFP#, etc.) \_\_\_\_\_

Attention: [Point of Contact]

[Insert POC address]

Telephone: (408) [ ]

[Insert POC address]

Fax: (408) [ ]

From: \_\_\_\_\_

REQUESTED CHANGE IN CONTRACT TIME (DAYS) \_\_\_\_\_

Brief description of change(s): \_\_\_\_\_

|                                                   | D-B Entity | First-Tier Subcontractors |           |           | Lower-Tier Subs |          | Totals                                           |
|---------------------------------------------------|------------|---------------------------|-----------|-----------|-----------------|----------|--------------------------------------------------|
|                                                   |            | Sub A                     | Sub B     | Sub C     | Sub A1          | Sub B1   |                                                  |
| <b>LABOR</b>                                      |            |                           |           |           |                 |          |                                                  |
| Cost                                              | \$ -       | \$ 5,000                  | \$ 10,000 | \$ 20,000 | \$ 1,000        | \$ 3,000 | \$ 39,000                                        |
| Mark-up                                           |            |                           |           |           |                 |          |                                                  |
| %                                                 | 15%        | 15%                       | 15%       | 15%       | 15%             | 15%      |                                                  |
| \$\$                                              | \$ -       | \$ 750                    | \$ 1,500  | \$ 3,000  | \$ 150          | \$ 450   | \$ 5,850                                         |
| Taxes                                             | \$ -       | \$ -                      | \$ -      | \$ -      | \$ -            | \$ -     | \$ -                                             |
|                                                   |            |                           |           |           |                 |          | <b>Labor Total Including Taxes \$ 44,850</b>     |
| <b>MATERIALS</b>                                  |            |                           |           |           |                 |          |                                                  |
| Cost                                              | \$ -       | \$ 2,000                  | \$ 4,000  | \$ 10,000 | \$ 500          | \$ 1,500 | \$ 18,000                                        |
| Mark-up                                           |            |                           |           |           |                 |          |                                                  |
| %                                                 | 15%        | 15%                       | 15%       | 15%       | 15%             | 15%      |                                                  |
| \$\$                                              | \$ -       | \$ 300                    | \$ 600    | \$ 1,500  | \$ 75           | \$ 225   | \$ 2,700                                         |
| Taxes                                             | \$ -       | \$ 165                    | \$ 330    | \$ 825    | \$ 41           | \$ 124   | \$ 1,485                                         |
|                                                   |            |                           |           |           |                 |          | <b>Materials Total Including Taxes \$ 22,185</b> |
| <b>RENTALS</b>                                    |            |                           |           |           |                 |          |                                                  |
| Cost                                              | \$ -       | \$ -                      | \$ -      | \$ 2,500  | \$ -            | \$ -     | \$ 2,500                                         |
| Mark-up                                           |            |                           |           |           |                 |          |                                                  |
| %                                                 | 7%         | 7%                        | 7%        | 7%        | 7%              | 7%       |                                                  |
| \$\$                                              | \$ -       | \$ -                      | \$ -      | \$ 175    | \$ -            | \$ -     | \$ 175                                           |
| Taxes                                             | \$ -       | \$ -                      | \$ -      | \$ -      | \$ -            | \$ -     | \$ -                                             |
|                                                   |            |                           |           |           |                 |          | <b>Rentals Total Including Taxes \$ 2,675</b>    |
| <b>DESIGN SERVICES</b>                            |            |                           |           |           |                 |          |                                                  |
| Cost                                              | \$ 5,000   | \$ -                      | \$ -      | \$ -      |                 |          | \$ 5,000                                         |
| Mark-up                                           |            |                           |           |           |                 |          |                                                  |
| %                                                 | 15%        | 15%                       | 15%       | 15%       |                 |          |                                                  |
| \$\$                                              | \$ 750     | \$ -                      | \$ -      | \$ -      |                 |          | \$ 750                                           |
|                                                   |            |                           |           |           |                 |          | <b>Design Services Total \$ 5,750</b>            |
| <b>SPECIALTY WORK</b>                             |            |                           |           |           |                 |          |                                                  |
| Cost                                              | \$ -       | \$ -                      | \$ -      | \$ -      | \$ -            | \$ -     | \$ -                                             |
| Discount                                          | \$ -       | \$ -                      | \$ -      | \$ -      | \$ -            | \$ -     | \$ -                                             |
| Mark-up                                           |            |                           |           |           |                 |          |                                                  |
| %                                                 | 5%         | 5%                        | 5%        | 5%        | 5%              | 5%       |                                                  |
| \$\$                                              | \$ -       | \$ -                      | \$ -      | \$ -      | \$ -            | \$ -     | \$ -                                             |
| Taxes                                             | \$ -       | \$ -                      | \$ -      | \$ -      | \$ -            | \$ -     | \$ -                                             |
|                                                   |            |                           |           |           |                 |          | <b>Specialty Work Total \$ -</b>                 |
| Total All Costs n.i.c. Sales Tax                  | \$ 5,000   | \$ 7,000                  | \$ 14,000 | \$ 32,500 | \$ 1,500        | \$ 4,500 | \$ 64,500                                        |
| D-B Entity Mark-up on Sub Costs                   |            | \$ 350                    | \$ 700    | \$ 1,625  | \$ 75           | \$ 225   | \$ 2,975                                         |
| 1st Tier Subcontractor Mark-up on Lower-tier Subs |            |                           |           |           | \$ 75           | \$ 225   | \$ 300                                           |
|                                                   |            |                           |           |           |                 |          | <b>Total All Contractor Mark-ups \$ 12,750</b>   |
|                                                   |            |                           |           |           |                 |          | Total Mark-up as a % of Costs 19.77%             |
|                                                   |            |                           |           |           |                 |          | Total Sales Tax \$ 1,485                         |
|                                                   |            |                           |           |           |                 |          | <b>GRAND TOTAL \$ 78,735</b>                     |
| Print Name & Title:                               | Signature: |                           |           | Date:     |                 |          |                                                  |

**Notes:**

1. D-B Entity figures are to include only self-performed work. Do not include the value of work performed by first or lower-tier subs.
2. First-tier subcontractor figures are to include only self-performed work. Do not include the value of work performed by lower-tier contractors.

DOCUMENT 01 26 00

**MODIFICATION PROCEDURES**

END OF DOCUMENT

**PAYMENTS AND COMPLETION**

**PART 1 GENERAL**

**1.1 SUMMARY**

Document includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

**1.2 REFERENCES**

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

**1.3 SCOPE OF WORK**

Work under Contract Documents, or under any Proposal Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

**1.4 DETERMINATION OF QUANTITIES**

Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by District, of units of work satisfactorily completed in accordance with Contract Documents or as directed by District. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Document 01 29 00. If methods are not so set forth, measurements shall be made in any manner which District considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Design-Build Entity must immediately inform District of any disputes regarding quantity measurements and shall immediately supply District with any documentation supporting the disputed measurements.

**1.5 SCOPE OF PAYMENT**

- A. Except as otherwise expressly stated in Document 01 10 00 (Summary of Work), payment to Design-Build Entity at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Design-Build Entity for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.
- B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, including all Design-Build Entity overhead and profit, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
  - 1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Proposal Item (whether lump sum or unit price) until acceptance by District;

**PAYMENTS AND COMPLETION**

2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Proposal Item (whether lump sum or unit price) as provided in Contract Documents;
3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Proposal Item (whether lump sum or unit price).
- C. Whenever it is specified herein that Design-Build Entity is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Design-Build Entity is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Proposal, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.
- D. Unit Prices shall apply to work covered by unit price so long as actual quantities performed on the Project are not less than 75 percent or greater than 125 percent of the estimated quantities contained in Document 00 41 00 (Proposal Form) or otherwise referenced in Document 01 10 00 (Summary of Work). If actual quantities exceed these parameters, then the unit price shall be adjusted by an amount to reflect the Design-Build Entity's incremental cost differential resulting from increased or decreased economies of scale.
- E. No payment shall be made for materials or equipment not yet incorporated into the Work.
- F. The District may, in its discretion, where Design-Build Entity requests payment on the basis of materials and equipment not incorporated in the Work, Design-Build Entity must satisfy the following conditions:
  1. The materials and/or equipment shall be delivered and suitably stored at the Site or at another local location agreed to in writing, for example, a mutually acceptable bonded warehouse; Design-Build Entity shall be responsible for all materials until received or installed and delivered to District.
  2. Full title to the materials and/or equipment shall vest in District at the time of delivery to the Site, warehouse or other storage location;
  3. Obtain a negotiable warehouse receipt, endorsed over to District for materials and/or equipment stored in an off-site bonded and insured warehouse. No payment will be made until such endorsed receipts are delivered to District;
  4. Stockpiled materials and/or equipment shall be available for District inspection, but District shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Design-Build Entity of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents.
  5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Design-Build Entity's expense.
  6. At Design-Build Entity's expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents.
  7. Design-Build Entity's Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that District has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect District's interest therein, all of which must be satisfactory to District. This documentation shall include, but not be limited to, conditional releases of mechanics' liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.
- G. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Design-Build Entity as they are incorporated.

## **PAYMENTS AND COMPLETION**

### **1.6 BASIS OF PAYMENT**

- A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Proposal Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by District and certified by Design-Build Entity, in accordance with Contract Documents.
- B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.
- C. Allowances: Allowance items (if any – refer to Document 01 21 00 (Allowance)) will be paid for as provided in Document 01 10 00 (Summary of Work) and Document 01 10 01 (Summary of Work – Programming and Design Services). Funds authorized for Allowance work will not be released for Contract payments unless District has authorized Allowance work in writing.
- D. District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Proposal Item or Items, or to add work not originally included in Proposal or Contract Documents, when in its judgment such change is in best interest of District. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Proposal Items.

### **1.7 PROGRESS PAYMENTS**

- A. If requested by Design-Build Entity, progress payments will be made monthly.
- B. Schedule of Values:**
  - 1. Within ten Days from issuance of Notice of Award and prior to the Design-Build Entity's first Application for Payment, submit an initial breakdown of Proposal, including detailed breakdown of all design phases. Detailed construction activities need not be included in this initial submittal. Prior to commencing construction, Design-Build Entity shall submit for review and approval a more detailed breakdown of the construction activities of its Proposal by scheduled Work items and/or activities, including coordination responsibilities and Contract Closeout responsibilities, per Document 01 77 00 (Contract Closeout). Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Design-Build Entity shall furnish such breakdown of the total Contract Sum by assigning dollar values to each applicable Progress Schedule activity, which cumulative sum equals Contract Sum. The format and detail of the breakdown shall be as directed by District to facilitate and clarify future progress payments to Design-Build Entity for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
  - 2. Design-Build Entity's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Design-Build Entity's total Contract Sum, less any allowances designated by District.
  - 3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
  - 4. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.



**PAYMENTS AND COMPLETION**

5. Funds shall be allocated in the Schedule of Values for Project Closeout.
- C. **Applications for Payment:** Design-Build Entity shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:
1. On or before the 16<sup>th</sup> of the month, Design-Build Entity shall meet with the District's Representative and the Inspector of Record, if directed by the District, with proposed "pencil copy" of Application for Payment indicating % complete for each value. Application for Payment shall include % complete for each value as agreed in the pre-Application meeting.
  2. On or before the 20<sup>th</sup> Day of each month (but after District's receipt of the updated Schedule as required by Document 01 32 16 (Progress Schedules and Reports)), Design-Build Entity shall submit to District one copy of an Application for Payment for the cost of the Work put in place during the period from the first Day of the previous month to the last Day of the current month, along with one copy of the District-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Proposal item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Design-Build Entity shall submit in a form acceptable to District, and following the format of AIA Form G702/G703, an itemized cost breakdown of Design-Build Entity's record of Cost of the Work together with supporting data and any certification required by District. If Design-Build Entity is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Design-Build Entity's Application for Payment being delayed for more than a Day for Day basis.
  3. Applications for Payment may include, but are not necessarily limited to the following:
    - a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
    - b. Up to 75 percent of the cost of equipment identified in paragraph 1.5F of this Document 01 29 00 (if any), if purchased and delivered to the Site or stored off Site, as may be approved by District.
    - c. Up to 75 percent of the cost of materials identified in paragraph 1.5F of this Document 01 29 00 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.
  4. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Design-Build Entity has fulfilled all scheduling requirements of Document 00 71 00 (General Conditions) and Document 01 32 16 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Design-Build Entity shall execute the certification.
  5. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Document 01 32 16 (Progress Schedules and Reports) justifies denying the entire Application for Payment.
  6. Each Application for Payment shall list each Change Order and/or Construction Change Directive ("CCD") executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to District.
  7. If District requires substantiating data, submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.
  8. If Design-Build Entity fails or refuses to participate in work reconciliations or other construction progress evaluation with District, Design-Build Entity shall not receive current payment until

**PAYMENTS AND COMPLETION**

Design-Build Entity has participated fully in providing construction progress information and schedule update information to District.

**D. Progress Payments**

1. District will review Design-Build Entity's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Design-Build Entity. Design-Build Entity shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.
2. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared in accordance with paragraph 1.7B of this Document 01 29 00.
3. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Design-Build Entity as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.
4. Pursuant to Public Contract Code Section 20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Design-Build Entity, District shall pay interest to the Design-Build Entity equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven-Day return requirement set forth herein.
5. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Design-Build Entity in manner provided by law, no less than an amount equal to **95** percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Design-Build Entity is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.
6. Before any progress payment or final payment is due or made, Design-Build Entity shall submit satisfactory evidence that Design-Build Entity is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. If District is notified of impropriety of Design-Build Entity's payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into work and previously paid to Design-Build Entity, District may elect in its sole discretion to pay progress payments by joint check to Design-Build Entity and each Subcontractor having an interest in that progress payment in such amount.
7. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.
8. Granting of progress payment or payments by District, or receipt thereof by Design-Build Entity, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design-Build Entity to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

**PAYMENTS AND COMPLETION**

9. When District shall charge sum of money against Design-Build Entity under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Design-Build Entity under Contract. If, on completion or termination of Contract, such moneys due Design-Build Entity are found insufficient to cover District's charges against it, District shall have right to recover balance from Design-Build Entity or Sureties.

**1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION**

- A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
  1. At request and expense of Design-Build Entity, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Design-Build Entity. Upon satisfactory completion of Contract, securities shall be returned to Design-Build Entity.
  2. Alternatively, Design-Build Entity may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Document 01 29 00 for securities deposited by Design-Build Entity. Upon satisfactory completion of Contract Documents, Design-Build Entity shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Document 01 29 00. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Design-Build Entity.
  3. Design-Build Entity shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.
  4. Enter into escrow agreement with Controller according to Document 00 43 45 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Design-Build Entity, and termination of escrow upon completion of Contract Documents.
  5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

**1.9 FINAL PAYMENT**

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

**PAYMENTS AND COMPLETION**

make final payment, Document 00 65 73 (Agreement and Release of Any and All Claims) discharging District, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

**1.10 EFFECT OF PAYMENT**

- A. Payment will be made by District, based on District's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that District has:
  - 1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
  - 2. Reviewed construction means, methods, techniques, sequences, or procedures;
  - 3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by District to substantiate Design-Build Entity's right to payment; or
  - 4. Made examination to ascertain how or for what purpose Design-Build Entity has used money previously paid on account of the Contract Sum.

**1.11 ALLOWANCE**

- A. District will authorize and direct Design-Build Entity regarding provisions in this paragraph.
- B. Allowance Amount: as listed in Document 00 52 00 (Agreement for Design-Build Services).
- C. District shall determine in its sole discretion which, if any, costs it will authorize in writing to be paid from the Allowance.
- D. Cost shall be determined as for CCD work as provided in Document 01 26 00 (Modification Procedures).
- E. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design-Build Entity on account of Work covered by the Allowance, and the Contract Sum will be correspondingly adjusted.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**PROJECT MEETINGS**

**PART 1 GENERAL**

**1.1 SUMMARY**

A. Document Includes:

1. Descriptions of the required Project meetings for the Work. These meetings include:
  - a. Preconstruction Conference.
  - b. Schedule Review Meetings
  - c. Weekly Progress Meetings.
  - d. Progress Schedule and Billing Meetings.
  - e. Special Meetings.
  - f. Other Meetings as required by District to facilitate progress of the Project, including Design Review Meetings during Design Phases of Project.

**1.2 PRECONSTRUCTION CONFERENCE**

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

**1.3 SCHEDULE REVIEW MEETINGS**

- A. Meet with District within 60 days from Notice to Proceed (Design) date to review draft Schedule of Values and Initial Schedule. Meet with District within 90 days from Notice to Proceed (Design) date and conduct initial review of Design-Build Entity's draft Shop Drawing and Sample Submittal Schedule.
- B. Authorized representative in Design-Build Entity's organization, designated in writing, who will be responsible for working and coordinating with District relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
- C. Design-Build Entity shall, within 10 Days from (if not prior to) the Notice to Proceed (Construction) date, meet with District to review the Progress Schedule and construction schedule submittals.

## **PROJECT MEETINGS**

1. Design-Build Entity shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by District, in attendance.
2. District's review will be limited to submittal's conformance to Contract Documents requirements including, but not limited to, coordination requirements. District's review may also include:
  - a. Clarifications of Contract Requirements.
  - b. Directions to include activities and information missing from submittal.
  - c. Requests to Design-Build Entity to clarify its schedule.
3. Within 14 Days of the Schedule Review Meeting, Design-Build Entity shall respond in writing to all questions and comments expressed by District at the meeting.
- D. Design-Build Entity will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have 10 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

### **1.4 WEEKLY PROGRESS MEETINGS**

- A. Weekly Progress Meetings will be scheduled throughout duration of Work at a time acceptable to the District. Progress meetings will be held weekly unless otherwise directed by District.
  1. Meetings shall be held at Design-Build Entity's on-Site office unless otherwise directed by District.
  2. The Design-Build Entity will prepare agenda and distribute it 2 Days in advance of meeting to Design-Build Entity. District reserves the right to direct Design-Build Entity to add additional matters to the meeting agenda, or to raise additional matters at the Weekly Progress Meeting.
  3. Construction Manager will record meeting notes of the Weekly Progress Meeting. Within 4 Days after the meeting, Construction Manager will distribute minutes to District though e-mail, and to those affected by decisions made at meeting. Attendees shall have (3) days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of meeting.
- B. Progress meetings shall be attended by Design-Build Entity's job superintendent, major Subcontractors and suppliers, District, Inspector of Record, and others as appropriate to agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
  1. Review, revise as necessary, and approve previous meeting minutes
  2. Review of Work progress since last meeting
  3. Status of Construction Work Schedule, delivery schedules, adjustments
  4. Submittal, RFI, and Change Order status
  5. Review of the Design-Build Entity's safety program activities and results, including report on all serious injury and/or damage accidents
  6. Other items affecting progress of Work

### **1.5 PROGRESS SCHEDULE AND BILLING MEETINGS**

- A. A meeting will be held on approximately the 16<sup>th</sup> of each month or as agreed to with the District (but no more than once every 30 days) to review the schedule update submittal and progress payment application.
  1. At this meeting, at a minimum, the following items will be reviewed:
    - a. Percent complete of each activity;
    - b. Time impact evaluations for Change Orders and Time Extension Request;
    - c. Actual and anticipated activity sequence changes;
    - d. Actual and anticipated duration changes; and
    - e. Actual and anticipated Design-Build Entity delays.
  2. These meetings are considered a critical component of overall monthly schedule update submittal and Design-Build Entity shall have appropriate personnel attend. At a minimum, Design-Build Entity's General Superintendent and Scheduler shall attend these meetings.

**PROJECT MEETINGS**

3. Design-Build Entity shall plan on the meeting and set aside sufficient time to review the progress schedule and the monthly pay application.

**1.6 SPECIAL MEETINGS**

- A. Any party may call special meetings by notifying all desired participants and District (5) days in advance, giving reason for meeting. Special meetings may be held without advance notice in emergency situations.
- B. At any time during the progress of Work, District shall have authority to require Design-Build Entity to attend a meeting of any or all of the Subcontractors engaged in Work or in other work, and notice of such meeting shall be duly observed and complied with by Design-Build Entity.
- C. Design-Build Entity shall schedule and conduct coordination meetings as necessary to discharge coordination responsibilities in Document 00 71 00 (General Conditions). Design-Build Entity shall give District no less than (14) days written notice of coordination meetings. Design-Build Entity shall maintain and distribute minutes of coordination meetings. Attendees shall have (3) days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.

**1.7 DESIGN REVIEW MEETINGS**

- A. Design Review Meetings shall be held at least twice a month or in accordance with such other schedule as the Design-Build Entity and District shall mutually agree upon during the Design Phase of the Project to review the progress of the design and to facilitate the Design Work described in Document 01 10 01 (Summary of Work – Programming and Design Services).
  1. Meetings shall be held at District Representative's on-Site office unless otherwise directed by District.
  2. Design-Build Entity shall record meeting notes of the Design Review Meeting. Within (7) days after the meeting, Design-Build Entity shall distribute minutes to District through e-mail, and to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.
  3. The agenda for the next meeting shall be ascertained no later than at the previous meeting, to ensure that appropriate District representatives for those agenda items are prepared for the decisions to be discussed.
- B. Progress meetings shall be attended by representatives of the Design-Build Entity's Design Team and Construction Team, District, and others as appropriate to the agenda topics for each meeting.
- C. Agenda will contain the following items, as appropriate:
  1. Review, revise as necessary, and approve previous meeting minutes
  2. Review of Design progress since last meeting
  3. Status of Design Schedule and adjustments
  4. Required responses from District pertaining to the design clarifications of the Contract Documents, material selections, proposed deviations from the Contract Documents, etc.
  5. DSA submittal strategies
  6. Other items affecting progress of Design.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**PROGRESS SCHEDULES AND REPORTS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Perform scheduling of Work under this Contract in accordance with requirements of this Document 01 32 16.
  - 1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Document 01 32 16.
  - 2. The Schedule shall be cost-loaded based on Schedule of Values as approved by District.
  - 3. Submit schedules and reports as specified in 00 71 00 (General Conditions).
- B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.
- C. Design-Build Entity's obligations under this Document 01 32 16 are hereby deemed material obligations justifying District's remedies for default if Design-Build Entity fails to perform. Nothing in this paragraph 1.1.C of this Document 01 32 16 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.
- D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

**1.2 GENERAL**

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Document 00 52 00 (Agreement for Design-Build Services), unless an earlier (advanced) time of completion is requested by Design-Build Entity and agreed to by District. A Change Order shall formalize any such agreement.
  - 1. District is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
  - 2. Design-Build Entity is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Design-Build Entity completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
  - 3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both District and Design-Build Entity. This is in addition to any float already built into the schedule through proper planning and coordination of construction activities.
  - 4. Float Ownership: Neither District nor Design-Build Entity owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
- C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Design-Build Entity.
- D. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Design-Build Entity from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of Schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Design-Build Entity of its responsibility for means and methods of construction.



## **PROGRESS SCHEDULES AND REPORTS**

- E. Transmit each item under form approved by District or following Document 01 32 19 (Submittal Procedures).
  - 1. Identify Project as **WCO Music, Art and Administration New Building and Central Quad Modernization Project**, and include name of Design-Build Entity.
  - 2. Provide space for Design-Build Entity's approval stamp and District's review stamps.
  - 3. Submittals received from sources other than Design-Build Entity will be returned to Design-Build Entity without District's review.

### **1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE**

- A. Initial Schedule submitted for review shall serve as Design-Build Entity's schedule for up to 90 Days after the Notice to Proceed (Design).
- B. Initial Schedule must indicate detailed plan for the Design progress to be completed in first 90 Days of the Contract; details of any planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 90 Days in summary form.
- C. Design-Build Entity shall submit its Original Schedule for review within 90 days of Notice to Proceed (Design). Original Schedule and all updates shall comply with all standards herein. Original Schedule must comply with milestone and completion dates specified in Contract Documents.
- D. All Schedules shall be time-scaled.
- E. All Schedules shall be cost and resource-loaded. Accepted cost and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 90 Days.
- F. Except as otherwise expressly provided in this Document 01 32 16, meet with District to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to District.
  - 1. District's review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
  - 2. Design-Build Entity shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by District. Resubmit Initial Schedule if requested by District.
- G. If Design-Build Entity is of the opinion that any of the Work included on its Schedule has been impacted, submit to District a written Time Impact Evaluation (TIE) in accordance with paragraph 1.8 of this Document 01 32 16. The TIE shall be based on the most current update of the Initial Schedule. This will be required should there be any time requests within a submitted a potential change order request.

### **1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL**

- A. Each Schedule (Initial, Original and updates) shall indicate all separate design, approval milestones, fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
  - 1. All Design-Build Entity, Subcontractor, and assigned Design-Build Entity work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding, and communication, as well as interface with other contractors.
  - 2. Activities related to the delivery of Design-Build Entity and District-furnished equipment to be Design-Build Entity-installed per Contract shall be shown.
  - 3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Design-Build Entity/Subcontractor responsibility to which they pertain.
  - 4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.
  - 5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

## **PROGRESS SCHEDULES AND REPORTS**

- B. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.
- C. Failure by Design-Build Entity to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Design-Build Entity from completing all Work required within the Contract Time.
- D. A three-week “look ahead,” detailed daily bar chart schedule shall be updated and issued weekly for discussion at the Weekly Progress Meetings.
- E. Utilize Primavera or Microsoft Project computer-scheduling software, or approved equivalent, for all scheduling including schedule updates.

### **1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS**

- A. Following acceptance of Design-Build Entity’s Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.
  - 1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.
  - 2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Design-Build Entity warrants the accuracy of as-built information as shown.
- B. A meeting will be held on approximately the 16<sup>th</sup> of each month to review the Schedule update submittal and progress payment application.
  - 1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Design-Build Entity delays.
  - 2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Design-Build Entity’s General Superintendent and Project Manager shall attend these meetings.
- C. Within five Days after monthly Schedule update meeting, submit the updated Schedule.
- D. Within five Days of receipt of above-noted revised submittals, District will either accept or reject monthly schedule update submittal.
  - 1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Design-Build Entity. The schedule update shall be submitted as part of Design-Build Entity’s Application for Payment.
  - 2. If rejected, update shall be corrected and resubmitted by Design-Build Entity before the Application for Payment is submitted.
- E. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Design-Build Entity under this Contract, nor District’s review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Design-Build Entity’s obligations under this Contract.

### **1.6 SCHEDULE REVISIONS**

- A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, provide District with a written narrative with a full description and reasons for each work activity that has been revised from accepted baseline schedule. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions seven days in advance of the monthly schedule update meeting.

## **PROGRESS SCHEDULES AND REPORTS**

Clearly show and discuss any changes in the critical path and how Design-Build entity intends to meet contractual milestones.

- C. Schedule revisions shall not be incorporated into any formal schedule update until District has reviewed the revisions. District may request further information and justification for schedule revisions and, within three Days, provide District with a complete written narrative response to District's request.
- D. If District does not accept Design-Build Entity's revision, and Design-Build Entity disagrees with District's position, Design-Build Entity has seven Days from receipt of District's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Design-Build Entity's failure to respond in writing within seven Days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and Design-Build Entity waives its rights to subsequently dispute or file a claim regarding District's position. If Design-Build Entity files a timely response as provided in this paragraph, and the parties are still unable to agree, Design-Build Entity's sole right shall be to file a claim as provided in Document 00 71 00 (General Conditions), Article 12.
- E. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

### **1.7 RECOVERY SCHEDULE**

- A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District requests, show the intended critical path; secure appropriate Subcontractor and supplier written consent and commitment to the recovery Schedule submitted by Design-Build Entity; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.
- B. The revisions shall not be incorporated into any Schedule update until District has reviewed the revisions.
- C. If District does not accept Design-Build Entity's revisions, District and Design-Build Entity shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Document 01 32 16.
- D. At District's discretion, Design-Build Entity can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

### **1.8 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS**

- A. When Design-Build Entity is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how Design-Build Entity proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Design-Build Entity is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable District to evaluate the impact of changed work to the scheduled critical path.
- B. Comply with the requirements of paragraph 1.8A of this Document 01 32 16 for all types of delays such as, but not limited to, Design-Build Entity/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Design-Build Entity is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide District with four copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows,

## **PROGRESS SCHEDULES AND REPORTS**

and Design-Build Entity may submit a claim for additional time claimed by Design-Build Entity as provided in Document 00 71 00 (General Conditions).

### **1.9 TIME EXTENSIONS**

- A. Design-Build Entity is responsible for requesting time extensions for time impacts that, in the opinion of Design-Build Entity, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00 71 00 (General Conditions).
- B. Where an event for which District is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Design-Build Entity would expend to mitigate District-caused time impact. Submit mitigation plan to District within 18 Days from the date of discovery of said impact. Design-Build Entity is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Design-Build Entity waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under the Contract Documents for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.
- F. Failure of Design-Build Entity to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. Notwithstanding any other provision of this Document 01 32 16, if Design-Build Entity does not submit a TIE within the required 18 Days for any issue, Design-Build Entity hereby agrees that Design-Build Entity does not require a time extension for that issue.

### **1.10 PROJECT STATUS REPORTING**

- A. In addition to submittal requirements for scheduling identified in this Document 01 32 16, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10 below.
- B. Prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
  - 1. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
  - 2. Progress made on critical activities indicated on each Schedule, including inspections.
  - 3. Explanations for any lack of work on critical path activities planned to be performed during last month.
  - 4. Explanations for any schedule changes, including changes to logic or to activity durations.
  - 5. List of critical activities scheduled to be performed during the next month.
  - 6. Status of major material and equipment procurement that affect critical path.
  - 7. Any delays encountered during reporting period.
  - 8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
    - a. Actual resource shall be accumulated in field by Design-Build Entity, and shall be as noted on Design-Build Entity's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
    - b. Explain all variances and mitigation measures.
  - 9. Design-Build Entity may include any other information pertinent to status of Project. Include additional status information requested by District at no additional cost.
  - 10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.
- C. By noon of each workday provide District with report of Design-Build Entity and its Subcontractors' work activities for the previous day, including trades, equipment, work activities worked on, staff levels, any recorded accidents and equipment deliveries. Any Force Account records from previous day shall be attached.

**PROGRESS SCHEDULES AND REPORTS**

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**SUBMITTAL PROCEDURES**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Document Includes:
  - 1. Description of general requirements for Submittals for the Work:
    - a. Schedule of Shop Drawing and Sample Submittals
    - b. Procedures
    - c. Safety Program
    - d. Progress Schedules
    - e. Design Development Drawings and Specifications
    - f. Construction Documents and Specifications
    - g. Product Data
    - h. Shop Drawings
    - i. Samples
    - j. Installation, Operations and Maintenance Manuals
    - k. Quality Assurance Control Submittals
    - l. Environmental Impact Mitigation Plan Documents
    - m. Project Record Documents
    - n. Delay of Submittals
    - o. Optional Review Meeting

**1.2 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS**

- A. Submit preliminary submittal schedule of Shop Drawings and Sample Submittals as required by Document 00 71 00 (General Conditions) and in quantities as required by paragraph 1.2A.1 of this Document 01 32 19.
- B. Schedule of Submittals will be used by District to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.
- C. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.
- D. Schedule of Submittals will be reviewed by District and shall be revised and resubmitted until accepted by District.

**1.3 PROCEDURES**

- A. Submit at Design-Build Entity's expense, the following items ("Submittals") required by the Contract Documents:
  - 1. Schedule of Submittals
  - 2. Safety Program
  - 3. Progress Schedules
  - 4. Design Development Drawings and Specifications
  - 5. Construction Documents and Specifications
  - 6. Product Data
  - 7. Material Safety Data Sheets
  - 8. Vibration Control Drawings and Calculations
  - 9. Shop Drawings

**SUBMITTAL PROCEDURES**

10. Samples
  11. Installation, Operation, and Maintenance Manuals
  12. Quality Assurance Control Data
  13. Environmental Impact Mitigation Documents
  14. Computer Programs
  15. Project Record Documents
  16. Storm Water Pollution Prevention Plan
  17. Seismic Submittal Review Forms, where specified in Divisions 2 through 60.
  18. Other submittals as required by contract documents.
- B. Submit these Submittals to District for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon prior to, then all Shop Drawing, Samples, and product data Submittals shall be submitted within **30 Days** after receipt of Notice to Proceed with Construction from District. In all instances, District may require Design-Build Entity to submit any or all Submittals directly to Architect/Engineer for review.
- C. Transmit each item with the appropriate Submittal transmittal form (attached to this Document 01 32 19 as Exhibits A and B). For project on which an electronic web-based Project Management System is used, per Document 01 31 23 Web Based Project Management System, Design-Build Entity shall use the system's similar electronic forms and formats for Submittal transmissions. Identify Project, Design-Build Entity, Subcontractor, major supplier, pertinent Drawing sheet and detail number, and Specification Section number as appropriate. Where manufacturer's standard drawings or data sheets are used, they shall be marked clearly to show those portions of the data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals shall be submitted based on each Specification Section. Submittals containing information about more than one Specification Section will be returned for re-submittal. Submittals shall include all information requested by each Specification Section. **(No partial Submittals.)** Incomplete Submittals will be returned and not reviewed by District.
- D. The data shown on the Submittals shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show District the materials and equipment Design-Build Entity proposes to provide and to enable District to review the information for the limited purposes specified in this Document 01 32 19. Submittals shall be identified clearly as to material, supplier, pertinent data such as catalog numbers and the use for which it is intended and otherwise as District may require to enable District to review the Submittal. The quantity of each Submittal to be submitted will be as required by individual Specification Sections or this Document 01 32 19.
- E. At the time of each submission, give District specific written notice of all variations, if any, that the submitted Submittal may have from the requirements of the Contract Documents, and the reasons therefore. This written notice shall be in a written communication attached to the Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal submitted to District for review and approval of each such variation. If District accepts deviation, District will note its acceptance on the returned Submittal transmittal form and, if necessary, issue appropriate Contract Modification.
- F. Submittal coordination and verification is responsibility of Design-Build Entity; this responsibility shall not be delegated in whole or in part to Subcontractors or suppliers. Before submitting each Submittal, review and coordinate each Submittal with other Submittals and with the requirements of the Work and the Contract Documents, and determine and verify:
1. All field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto;
  2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly and installation pertaining to the performance of the Work; and
  3. All information relative to Design-Build Entity's sole responsibilities and of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.
- G. Design-Build Entity's submission to District of a Submittal shall constitute Design-Build Entity's representation that it has satisfied its obligations under the Contract Documents, and as set forth immediately above in this paragraph 1.2 of Document 01 32 19, with respect to Design-Build Entity's review and approval of that

**SUBMITTAL PROCEDURES**

- Submittal. All submittals shall be stamped and signed by respective Design-Build Entity's consultant(s) to confirm review.
- H. Designation of work "by others," if shown in Submittals, shall mean that work will be responsibility of Design-Build Entity rather than Subcontractor or supplier who has prepared Submittals.
- I. After review by District or Architect/Engineer or other consultant designated by District, of each of Design-Build Entity's Submittals, one set of material will be returned to Design-Build Entity with actions defined as shown on Submittal transmittal form (attached to this Document 01 32 19 as Exhibit A):
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
  2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Design-Build Entity.
  3. MAKE CORRECTIONS NOTED AND RESUBMIT - District identified major inconsistencies or errors that shall be resolved or corrected by Design-Build Entity prior to subsequent review by District.
  4. NOT APPROVED - RESUBMIT - Submitted material does not conform to Contract Documents in major respect, e.g.,: wrong size, model, capacity, or material.
  5. DISTRICT'S REVIEW NOT REQUIRED - Submittal to be retained by District for reference purposes only.
- J. Make a complete and acceptable Submittal at least by second submission. District reserves the right to deduct monies from payments due Design-Build Entity to cover District and Architect/Engineer's additional costs of review beyond the second submission. Illegible Submittals will be rejected and returned to Design-Build Entity for resubmission. Design-Build Entity shall be in breach of the Contract if Design-Build Entity's first re-submittal, following a Submittal which District determines falls within categories 3 or 4 above, does not fall within categories 1 or 2 above. Deductions will be calculated in accordance with Section 1.2.T of this specification 01 32 19.
- K. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Design-Build Entity, including responsibility to back-check comments, corrections, and modifications from District's review before fabrication. Design-Build Entity, Subcontractors, or suppliers may prepare Submittals, but Design-Build Entity shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. District's review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Design-Build Entity proposes to furnish shall not relieve Design-Build Entity of responsibility for errors therein and shall not be regarded as assumption of risks or liability by District, or any officer or employee thereof, and Design-Build Entity shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that District has no objection to Design-Build Entity using, upon Design-Build Entity's own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.
- L. District's review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and comment on a separate item as such will not indicate approval of the assembly in which the item functions.
- M. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Design-Build Entity submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Design-Build Entity without review.



**SUBMITTAL PROCEDURES**

- N. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Design-Build Entity's files, Subcontractors, and vendors.
- O. After District's review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
1. Begin no fabrication or work that requires Submittals until return of Submittals not requiring re-submittal. Do not extrapolate from Submittals covering similar work.
  2. Normally, Submittals will be processed and returned to Design-Build Entity within twenty-one (21) calendar days of receipt.
- P. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.
- Q. All Submittals shall be **number-identified** by Design-Build Entity, prior to submission to District, in accordance with the following:
1. Sequentially number each Submittal by Specification Section (i.e., "1-2", "2-2", "3-2", etc.) as the basis for number identification of Submittals.
  2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
  3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
  4. If the Submittal is a re-submittal (including without limitation after an initial Submittal is rejected, returned without review or marked 'Revise as Noted and Resubmit'), add the suffix designation "A" (i.e., a re-submittal of Submittal 1-2 would be numbered 1A-2). Subsequent re-submittals would be identified by the Submittal number and sequential letters (i.e., "B", "C", "D", etc.).
  5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by District. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to re-submittal) is given a new number.
- R. Submission Requirements:
1. Deliver Submittals to District giving sufficient time for more than one review, but in no case less than thirty (30) Days before dates reviewed Submittals will be needed.
  2. Initial Submittal of Installation, Operation and Maintenance Manuals shall be forty-five (45) Days after the date Submittals that pertain to the applicable portion of the Installation, Operation and Maintenance Manual is satisfactorily reviewed.
  3. The following table lists the number of initial Submittals required from Design-Build Entity for each type of submission, to whom Design-Build Entity shall distribute the information, and District's distribution of reviewed submissions. If Design-Build Entity needs more copies of reviewed Submittals returned to it, then either submit additional copies or make copies from the returned transparency Submittal. Submittals requiring resubmission will require the same quantity and distribution as an initial Submittal.

| Submittal                                         | Design-Build Entity Initial Submittal |                                   | District Submittal Review Return |                                   |
|---------------------------------------------------|---------------------------------------|-----------------------------------|----------------------------------|-----------------------------------|
|                                                   | # of Electronic files                 | # of Hard Copies/ Prints/ Samples | # of Electronic files            | # of Hard Copies/ Prints/ Samples |
| Schedule of Submittals                            | 1                                     | 1                                 | 1                                | 0                                 |
| Safety Program                                    | 1                                     | 1                                 | 0                                | 0                                 |
| Progress Schedules                                | 1                                     | 1                                 | 1                                | 0                                 |
| Schematic Design Drawings & Specifications        | 1                                     | 2                                 | 1                                | 0                                 |
| 100% Design Development Drawings & Specifications | 1                                     | 2                                 | 1                                | 0                                 |

**SUBMITTAL PROCEDURES**

|                                                     |   |   |   |   |
|-----------------------------------------------------|---|---|---|---|
| 50% Construction Document Drawings & Specifications | 1 | 2 | 1 | 0 |
| DSA Submittal Drawings & Specifications             | 1 | 2 | 1 | 0 |
| DSA Approved Drawings & Specifications              | 1 | 2 | 1 | 0 |
| Product Data                                        | 1 | 2 | 1 | 0 |
| Materials Safety Data Sheets                        | 1 | 2 | 1 | 0 |
| Vibration Control Drawings & Calculations           | 1 | 2 | 1 | 0 |
| Shop Drawings                                       | 1 | 2 | 1 | 0 |
| Samples                                             | 0 | 2 | 0 | 1 |
| Installation, Operation, and Maintenance Manuals    | 1 | 2 | 1 | 0 |
| Quality Assurance Control Submittals                | 1 | 1 |   |   |
| Computer Programs                                   | 1 | 0 | 0 | 0 |
| Environmental Impact Mitigation Documents           | 1 | 1 | 1 | 0 |
| Project Record Documents                            | 1 | 2 | 1 | 0 |
| Other Documents                                     | 1 | 1 | 1 | 0 |

- S. Accompany Submittals with Submittal transmittal form, containing:
- Date, revision date, and Submittal log number.
  - Project name and District's Contract number.**
  - Design-Build Entity's name, address, and job number.
  - Specification Section number clearly identified.
  - The quantity of Shop Drawings, Product Data, or Samples submitted.
  - Notification of deviations from Contract Documents.
  - Materials Safety Data Sheet (MSDS) for each item complying with OSHA's Hazard Communication Standard 29 CFR 1910.1200.
  - Other pertinent data.
- T. Submittal shall include:
- Date and revision dates.
  - Revisions, if any, identified.
  - Project Name and Contract number.
  - The names of:
    - Design-Build Entity, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
  - Identification of product material by location within the Project.
  - Relation to adjacent structure or materials.
  - Field dimensions, clearly identified as such.
  - Specification Section number and applicable detail reference number on the Drawings.
  - Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
  - A blank space, on each Drawing or data sheet, 5" x 4" for the District's stamp.
  - Identification of deviations from Contract Documents.
  - Design-Build Entity's stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.
- U. Resubmission requirements:
- Shop Drawings:
    - Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.

**SUBMITTAL PROCEDURES**

- b. Indicate on Shop Drawings any changes that have been made other than those requested by District.
  - 2. Product Data and Samples:
    - a. Submit new Product Data and Samples as required for initial Submittals.
  - 3. Installation, Operation, and Maintenance Manuals:
    - a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.
- V. Number of resubmissions:
- 1. One reexamination of Design-Build Entity's Submittals that have been returned for correction or replacement will be included in District's budget. **Any additional re-examination of Design-Build Entity's Submittals will be considered additional scope services to be paid by Design-Build Entity through District. Design-Build Entity shall pay District (or District may deduct from any progress or final payment), for design team personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed District.**

**1.4 SAFETY PROGRAM**

- A. Submit Safety Program in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19, in Adobe pdf, to District within the time set forth in Document 01 56 00 (Site Security and Safety), paragraph 1.4. to District. This submittal is for the District's information only.

**1.5 PROGRESS SCHEDULE**

- A. See Document 01 32 16 (Progress Schedules and Reports) for schedule and report requirements. Document 01 32 16 shall control in any conflict with Document 01 32 19.
- B. Submit in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19, at each of the following times:
  - 1. Initial Progress Schedule as set forth in Document 01 32 16.
  - 2. Original Schedule as set forth in Document 01 32 16.
  - 3. Adjustments to the Schedule as required.
  - 4. Schedule updates monthly, as required.
- C. Submit one electronic copy, in Adobe .pdf, of the reports listed in Document 01 32 16 (Progress Schedules and Reports) with:
  - 1. Initial Schedule
  - 2. Original Schedule
  - 3. Each monthly Schedule update
- D. Progress Schedules and Reports shall be submitted on CD Roms or other electronic media, **using software described in paragraph 1.4.E of Document 01 32 16** (in addition to hard copies specified in this paragraph 1.2.R.3. Electronic files shall be complete copies, including all programs and electronic coding.

**1.6 DESIGN DEVELOPMENT DRAWINGS AND SPECIFICATIONS**

- A. Submit Design Development Drawings and Specifications as required by Document 01 10 01 (Summary of Work – Design Services).
- B. Submit in quantities and format as required by paragraph 1.2.R.3 of this Document 01 32 19.

**1.7 CONSTRUCTION DOCUMENTS AND SPECIFICATIONS**

- A. Submit Construction Documents and Specifications as required by Document 01 10 01 (Summary of Work – Design Services).
- B. Submit in quantities and format as required by paragraph 1.2.R.3 of this Document 01 32 19.

**SUBMITTAL PROCEDURES**

**1.8 PRODUCT DATA**

- A. Submit Product Data in quantities and format as required by paragraph 1.3A.1 of this Document 01 32 19.
- B. Ten Days prior to design phase system confirmation meeting(s), submit the complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.
- C. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
- D. Product or Catalog Data:
  - 1. Manufacturer's standard drawings shall be modified to delete non-applicable data or include applicable data.
  - 2. Manufacturer's catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
    - a. Mark each copy to identify pertinent materials, products, or models.
    - b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
    - c. Include applicable MSDS.
- E. Supplemental Data:
  - 1. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to Project.
- F. Provide final Project Record Data as described in Document 01 78 39 (Project Record Documents).

**1.9 SHOP DRAWINGS**

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19.
- B. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
- C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers' standard data to provide information unique to Work.
- D. Include manufacturers' installation instructions when required by Specification Section.
- E. If Design-Build Entity submits Shop Drawings for items that Shop Drawings are not specified, District will not be obliged to review them.
- F. Design-Build Entity is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
- G. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

**1.10 SAMPLES**

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19.
- B. Submit full range of manufacturers' standard colors, textures, and patterns for District's selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
- D. Include identification on each sample, giving full information.
- E. Sizes: Unless otherwise specified, provide the following:
  - 1. Paint Chips: Manufacturers' standard
  - 2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
  - 3. Linear Products: Minimum 6 inches, maximum 12 inches long
  - 4. Bulk Products: Minimum 1 pint, maximum 1 gallon
- F. Full size samples may be used in Work upon approval by District.
- G. Field Samples and Mock-ups (if applicable):

**SUBMITTAL PROCEDURES**

1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
  2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by District.
  3. Approved field samples and mock-ups may be used in Work upon approval by District.
  4. Construct or prepare as many additional Samples as may be required, as directed by the District, until desired textures, finishes, and/or colors are obtained.
  5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
- H. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
- I. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

**1.11 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS**

- A. Submit Installation, Operations and Maintenance Manuals in quantities and type as required by paragraph 1.2.R.3 of this Document 01 32 19 and Document 01 78 39.
- B. Submit Project Record Documents as required in Document 01 78 39 Project Record Documents.
- C. Design-Build Entity shall submit initial copies of the complete IOM manuals for review by the architect/engineer and commissioning agent or other consultant designated by District within 45 calendar days after review of applicable Submittal.
- D. Design-Build Entity shall submit final IOM manuals prior to substantial completion.
1. Prior to final completion, the commissioning agent or other consultant designated by District shall review the final IOM manuals (in addition to the initial IOM manuals), and documentation, with redline as-builts, for systems that were commissioned to verify compliance with the specifications. The commissioning agent will communicate, through District, deficiencies in the manuals to the Design-Build Entity or Architect/Engineer, as requested.
  2. Upon successful review of the corrections, the commissioning agent will recommend approval and acceptance of the IOM manuals to District.
  3. The commissioning agent will also review each equipment warranty and verify that all requirements to keep the warranty valid are clearly stated. This work does not supersede the Architect/Engineer's review of the IOM manuals according to the Architect/Engineer's contract.
- E. After review by District or Architect/Engineer or other consultant designated by District, of each of Design-Build Entity's Submittals, one set of material will be returned to Design-Build Entity with actions defined as shown on Submittal transmittal form (attached to this Document 01 32 19 as Exhibit B):
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and additional partial Submittals for portions of the Work not covered in this Submittal. Does not constitute approval or deletion of specified or required items not shown on the Submittal.
  2. MAKE CORRECTIONS NOTED (NO RESUBMISSIONS REQUIRED) - Same as item 1 above, except that minor corrections as noted shall be made by Design-Build Entity.
  3. MAKE CORRECTIONS NOTED AND RESUBMIT - District identified major inconsistencies or errors that shall be resolved or corrected by Design-Build Entity prior to subsequent review by District.
  4. NOT APPROVED - RESUBMIT - Submitted material does not conform to Contract Documents in major respect, e.g.,: wrong size, model, capacity, or material.

**1.12 QUALITY ASSURANCE CONTROL SUBMITTALS**

- A. Submit Schedule of Submittals in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19.
- B. Test Reports:
1. Indicate that material or product conforms to or exceeds specified requirements.
  2. Reports may be from recent or previous tests on material or product, but shall be acceptable to District. Comply with requirements of each individual Specification Section.
- C. Certificates:
1. Indicate that material or product conforms to or exceeds specified requirements.

**SUBMITTAL PROCEDURES**

2. Submit supporting reference data, affidavits, and certifications as appropriate.
3. Certificates may be recent or from previous test results on material or product, but shall be acceptable to District.
- D. Manufacturers' Instructions:
  1. Include manufacturers' printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
  2. Identify conflicts between manufacturers' instructions and Contract Documents.
- E. Material Safety Data Sheets:
  1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit MSDS for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
  2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

**1.13 ENVIRONMENTAL IMPACT MITIGATION PLAN DOCUMENTS**

- A. Submit Project Record Documents in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19.
- B. Submit Noise Control Plan, Spill Prevention, Control and Countermeasure Program, Site Safety Plan, Hazardous Materials Program, Dust Control Plan, Erosion Control Plan, Cultural Resources Protection Plan, Traffic Control Plan, Tree Protection Plan, and Migratory Bird Protection Plan (if applicable) as listed in Document 01 35 00 Special Procedures.

**1.14 PROJECT RECORD DOCUMENTS**

- A. Submit Project Record Documents in quantities as required by paragraph 1.2.R.3 of this Document 01 32 19.
- B. Submit Project Record Documents listed in Document 01 78 39 Project Record Documents.

**1.15 DELAY OF SUBMITTALS**

- A. Delay of Submittals by Design-Build Entity is considered avoidable delay.

**1.16 OPTIONAL REVIEW MEETING**

- A. At the Design-Build Entity's request, in order to facilitate the timeliness of the review process, the District may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:
  1. Request a meeting date with the District at least ten (10) Business Days in advance.
  2. Provide the complete package of Submittal information at least five (5) Business Days in advance of the meeting.
  3. The meeting shall take place at District's office. District will provide the authorized staff to review and respond on the Submittal information during the meeting.
  4. Make available for this meeting the job superintendent and/or foreman, Design-Build Entity's safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

DOCUMENT 01 32 19

**SUBMITTAL PROCEDURES**

END OF DOCUMENT

TRANSMITTAL SHEETS AND MAINTENANCE SHEET FOLLOW THIS PAGE

**SUBMITTAL PROCEDURES****Submittal Transmittal Form****EXHIBIT A****SUBMITTAL TRANSMITTAL NO. \_\_\_\_\_**

|                                                                                        |             |                            |                                                       |                                         |
|----------------------------------------------------------------------------------------|-------------|----------------------------|-------------------------------------------------------|-----------------------------------------|
| Project Name:                                                                          |             |                            | Date Received:                                        |                                         |
| East Side Union High School District<br>830 North Capitol Avenue<br>San Jose, CA 95133 |             |                            | Checked By:                                           |                                         |
| Design-Build Entity:                                                                   |             | To:                        | Log Page:                                             |                                         |
| Address:                                                                               |             | Address:                   | Specification Section Number:                         |                                         |
| Attention:                                                                             |             | Attention:                 | 1 <sup>st</sup> Submittal<br><input type="checkbox"/> | Resubmittal<br><input type="checkbox"/> |
| Date Transmitted:                                                                      |             | Previous Transmittal Date: |                                                       |                                         |
| No. Copies                                                                             | Description | Manufacturer               | Dwg. or Data No.                                      | Action Taken*                           |
|                                                                                        |             |                            |                                                       |                                         |
|                                                                                        |             |                            |                                                       |                                         |
|                                                                                        |             |                            |                                                       |                                         |
|                                                                                        |             |                            |                                                       |                                         |

Remarks:

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

A – No Exceptions Taken

B – Make Corrections Noted (No Resubmission Required)

C. – Make Corrections Noted and Resubmit

D – Not Approved

1. Not enough information for review

2. No reproducibles submitted

3. Copies illegible

4. Not enough copies submitted

5. Wrong sequence number

6. Wrong re-submittal number

7. Wrong Specification section number

8. Wrong form used

9. See comments

E – District's review not required

1. Submittal not required

2. Supplemental information. Submittal retained for informational purposed only

3. Information reviewed and approved on prior Submittal

4. See comments

Comments

Distribution: Design-Build Entity ☐File ☐IOR ☐District ☐CM ☐Other ☐



**SUBMITTAL PROCEDURES****EXHIBIT B****INSTALLATION, OPERATION, AND MAINTENANCE MANUAL  
TRANSMITTAL NO. \_\_\_\_\_**

|                                                                                        |             |                            |                                                       |                                         |
|----------------------------------------------------------------------------------------|-------------|----------------------------|-------------------------------------------------------|-----------------------------------------|
| Project Name:                                                                          |             |                            | Date Received:                                        |                                         |
| East Side Union High School District<br>830 North Capitol Avenue<br>San Jose, CA 95133 |             |                            | Checked By:                                           |                                         |
| Design-Build Entity:                                                                   |             | To:                        | Log Page:                                             |                                         |
| Address:                                                                               |             | Address:                   | Specification Section Number:                         |                                         |
| Attention:                                                                             |             | Attention:                 | 1 <sup>st</sup> Submittal<br><input type="checkbox"/> | Resubmittal<br><input type="checkbox"/> |
| Date Transmitted:                                                                      |             | Previous Transmittal Date: |                                                       |                                         |
| No. Copies                                                                             | Description | Manufacturer               | Dwg. or Data No.                                      | Action Taken*                           |
|                                                                                        |             |                            |                                                       |                                         |
|                                                                                        |             |                            |                                                       |                                         |
|                                                                                        |             |                            |                                                       |                                         |
|                                                                                        |             |                            |                                                       |                                         |

Remarks:

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

A – No exceptions taken

B – Make Corrections Noted (No Resubmission Required)

C. – Make Corrections Noted and Resubmit

D – Not Approved– this manual Submittal is deficient in the following area:

1. Equipment record sheets
2. Functional description
3. Assembly, disassembly, installation, alignment, adjustment, and checkout instructions
4. Operating instructions

D – (continued)

5. Lubrication and maintenance instructions
6. Troubleshooting guide
7. Parts list and ordering instructions
8. Organization (indexing and tabbing)
9. Wiring diagrams and schematics specific to installation
10. Outline, cross section, and assembly diagrams
11. Test data and performance curves
12. Tag or equipment identification numbers
13. See comments

Comments

By \_\_\_\_\_ Date \_\_\_\_\_

Distribution: Design-Build Entity ☐ File ☐ IOR ☐ District ☐ CM ☐ Other ☐

**PHOTOGRAPHIC DOCUMENTATION**

**PART 1 - GENERAL**

**1.1 SUMMARY**

- A. This Document includes administrative and procedural requirements for following.
  - 1. Preconstruction photographs.
  - 2. Periodic daily construction photographs.
- B. **Related Documents:** The following Document contains requirements that relate to construction photographs:
  - 1. Division 01 Document 01 32 19 "Submittal Procedures - CMR" specifies general requirements for submitting digital construction photographs.

**1.2 SUBMITTALS**

- A. **Preconstruction/Construction Photographs:** Provide all photograph electronic files with the monthly application for payment.
  - 1. Soft Copy Format: Provide a CD/DVD/flash drive that includes all photographs that have been labeled with the date, project name, and vantage taken (i.e., 2017 0603 WCO MAAQ Room 141 West Interior). Submit images that have the same aspect ratio as the sensor, not cropped.

**PART 2 - PRODUCTS**

**2.1 PHOTOGRAPHIC MEDIA**

- A. Digital Images: Provide images in uncompressed TIFF format, original produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1024 by 768 pixels.

**PART 3 – EXECUTION**

**3.1 PRECONSTRUCTION PHOTOGRAPHS**

- A. Before commencement of construction the Design Build Entity shall document in digital photographs the project site, surrounding properties, all exterior existing buildings to remain during construction, and all interior rooms where construction work will occur, from different points of view, ensuring all existing conditions are captured digitally. Identify locations photographs are taken from on a site plan and provide to the District for review and approval.
  - 1. Take digital photos and videotape in sufficient number to show existing site and building conditions before starting Work.

**PHOTOGRAPHIC DOCUMENTATION**

2. Take digital photos of adjacent existing buildings either on or adjoining the property in sufficient detail to record accurately the physical conditions at the start of construction.
3. Take additional photographs as required to record settlement or cracking of adjacent structures, pavements, and improvements.

**3.2 PHOTOGRAPHIC REQUIREMENTS**

- A. Take digital photographs daily. Select the vantage points for each shot to best show the status of construction and progress since the last photos were taken.
- B. Provide and coordinate the use of photographic software to assure that the photos are viewable by all interested parties.
- C. Provide time-lapse video at end of construction with compiled construction photos.

END OF DOCUMENT

**SPECIAL PROCEDURES**

**PART 1 GENERAL**

**1.1 Summary**

- A. Design-Build Entity shall conform with the following mitigation measures.
- B. Document Includes:
  - 1. Noise Control Plan
  - 2. Spill Prevention, Control and Countermeasure Program
  - 3. Site Safety Plan (Soil and Groundwater Management Plan)
  - 4. Hazardous Materials Program
  - 5. Dust Control Plan
  - 6. Erosion Control Plan
  - 7. Traffic Control Plan

**1.2 Definitions**

**1.3 Submittals**

- A. See Document 01 32 19 (Submittal Procedures).
- B. Name and address of the selected treatment, recycling, or disposal facilities for contaminated soil disposal.
- C. Hazardous waste manifests “if applicable.”
- D. Non-hazardous waste manifests “if applicable.”
- E. Facility weight tickets “if applicable.”
- F. Spill Prevention, Control, and Countermeasure Program.

**1.4 Noise Control Plan**

- A. Implement the following noise-control measures to reduce and control noise generated from construction, demolition, and renovation-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 school operations, restrict noise-producing construction activities to 9:00 a.m. and 5:00 p.m. Construction on Sundays will be avoided if possible, and there will be no construction on public holidays. When activities must occur outside the hours specified above, conform with notification requirements of Document 01 10 00 (Summary of Work), Paragraph 1.7.C, and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
  - 2. Construction equipment shall have appropriate mufflers, intake silencers, and noise-control features, and shall be properly maintained and equipped with exhaust mufflers that meet State standards.
  - 3. Vehicles and other gas- or diesel-powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
  - 4. Post a sign at the construction site giving the name and telephone number or e-mail address of the District’s Representative whom the public should contact with any noise complaints. Provide additional noise-attenuating measures such as additional mufflers or engine shrouding for all noise generating work if available.

**1.5 Spill Prevention, Control and Countermeasure Program**

- A. Prepare and implement a Spill Prevention, Control, and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic, or petroleum substances during construction and demolition activities. Obtain approval of the SPCCP before any construction or demolition activities begin.

**SPECIAL PROCEDURES**

- B. Design-Build Entity shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.
- C. 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.
- D. If a spill is reportable, notify the District's Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.
  - 1. A written description of reportable releases must be submitted to the District's Representative and to the San Francisco Bay 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 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 Design-Build Entity 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.

**1.6 Site Safety Plan (Soil and Groundwater Management Plan)**

- A. Prior to excavation, prepare and submit a Site-Specific Safety Plan (Soil and Groundwater Management Plan) to protect people from known or previously undiscovered soil and groundwater contamination during construction activities. Obtain approval of the SPCCP before any construction or demolition activities begin.
- B. The Site-Specific Safety Plan (Soil and Groundwater Management Plan) shall, at a minimum, include the following:
  - 1. All construction activities involving work in proximity to potentially contaminated soils and/or groundwater shall be undertaken in accordance with California Occupational Safety and Health Administration (Cal-OSHA) standards, contained in Title 8 of the CCR.
  - 2. Establish soil and groundwater mitigation and control specifications for construction activities, including health and safety provisions for monitoring exposure to construction workers, procedures to be undertaken in the event that previously unreported contamination is discovered, and emergency procedures and responsible personnel.
  - 3. Procedures for managing soils and groundwater removed from the site to ensure that any excavated soils and/or dewatered groundwater with contaminants are stored, managed, and disposed in accordance with applicable regulations.

**1.7 Hazardous Materials Program**

- A. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state, and federal regulations 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).
- B. Should the discovery of contaminants cause delay to Design-Build Entity's operations, extension of Contract Time will be granted by District in accordance with Section 00 71 00 (General Conditions), and Document 01 32 16 (Progress Schedules and Reports). Design-Build Entity may not be entitled to damages

**SPECIAL PROCEDURES**

or additional payment due to such delay. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time. The Design-Build Entity 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 Document 01 32 16 (Progress Schedules and Reports) regarding requirement to demonstrate Time Impacts.

**C. Subsurface Hazardous Materials**

1. If Design-Build Entity encounters subsurface contamination, the following provisions and precautionary measures shall be implemented during construction:
  - a. Design-Build Entity's personnel shall be alert for and immediately report to District's Representative any detectable chemical odors, unusual debris, or discolored soil.
  - b. Disposal requirements: Soils containing hazardous materials shall be disposed by Design-Build Entity at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharges of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
  - c. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards, and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
  - d. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethylbenzene, and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.
  - e. Removal of dewatering equipment: After having served their purpose, all protective works, and dewatering pumps, shall be decontaminated and removed from the Site. Design-Build Entity is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.
  - f. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of Design-Build Entity.
  - g. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

**D. Hazardous Building Materials**

1. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR).
2. During demolition activities, all building materials containing lead-based paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, Title 8, California Code of Regulations 1532.1.
3. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following.

**SPECIAL PROCEDURES**

- a. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility, or any demolition occurs at a regulated facility.
  - b. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.
  - c. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulations apply in most cases.
- E. Naturally Occurring Asbestos
1. 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:
    - a. The area to be disturbed is located in a geographic ultramafic rock unit; or
    - b. 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
    - c. 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.
  2. For construction projects that disturb areas of 1 acre or less, implement standard dust mitigation measures before construction begins, and maintain each measure throughout the duration of the construction project. The following additional measures will be implemented in accordance with Section 93105 (e)(1) of the ATCM and will be undertaken in concurrence with the dust control measures identified in Paragraph 1.8 Dust Control Measures and Paragraph 1.9 Erosion Control Measures.
    - a. Equipment used during excavation, grading, and construction activities will be washed down before moving from the property onto a paved public road.
    - b. Any visible track-out on the paved public road will be cleaned using wet sweeping or a high-efficiency particulate air (HEPA) filter equipped vacuum device within twenty-four hours.
  3. For construction projects that disturb areas greater than 1 acre in size, submit an asbestos dust mitigation plan to the Bay Area Air Quality Management District (BAAQMD) for review and approval, in accordance with Section 93105(2)(A) of the ATCM, before the start of any construction or grading activity. The provisions of the dust mitigation plan will be implemented before construction begins, and will be maintained throughout the duration of the construction or grading activity. The asbestos dust mitigation plan will address the following:
    - a. Prevention of dust emissions offsite;
    - b. Control of dust for disturbed areas and storage piles;
    - c. Traffic control for on-site unpaved areas;
    - d. Control for earthmoving activities;
    - e. Track-out prevention;
    - f. Control for off-site transport;
    - g. Post-construction stabilization of disturbed areas;
    - h. Air monitoring for asbestos (if required by the APCO).

**SPECIAL PROCEDURES**

**1.8 Dust Control Plan**

- A. 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. Water all active construction areas at least twice daily.
  - 2. Cover all trucks hauling soil, sand, and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
  - 3. Pave, apply water three times daily, or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
  - 4. Sweep streets daily (with water sweepers) if visible soil material has been carried onto adjacent public streets.
  - 5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
  - 6. Limit speed of vehicles to 15 miles per hour or less at construction sites.

**1.9 Erosion Control Plan**

- A. Implement erosion control measures to protect water quality during construction.
  - 1. Cover or apply nontoxic soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more) that could contribute sediment to waterways.
  - 2. Enclose and cover exposed stockpiles of dirt or other loose, granular construction materials that could contribute sediment to waterways.
  - 3. Contain soil and filter runoff from disturbed areas by berms, vegetated filters, silt fencing, straw wattle, plastic sheeting, catch basins, or other means necessary to prevent the escape of sediment from the disturbed area.
  - 4. Prohibit the placement of earth or organic material where it may be directly carried into a stream, marsh, slough, lagoon, or body of standing water.
  - 5. Prohibit the following types of materials from being rinsed or washed into streets, shoulder areas, or gutters: concrete, solvents and adhesives, fuels, dirt, gasoline, asphalt, and concrete saw slurry.
  - 6. Conduct dewatering activities as required the Contract Documents. Prohibit placement of dewatered materials in local water bodies or in storm drains leading to such bodies without implementation of proper construction water quality control measures.

**1.10 Traffic Control Plan**

- A. Develop and implement a traffic control plan to minimize the effects of construction traffic on the surrounding residential areas, as appropriate. Submit the plan to the District for review and approval.
- B. The construction traffic control plan will include, at a minimum, the following requirements:
  - 1. Provide clearly marked and signage for pedestrian detours if any sidewalk or pedestrian walkway closures are necessary.
  - 2. Provide clearly marked and signage for bicycle detours if heavily used bicycle routes must be closed, or if bicyclist safety would be otherwise compromised.
  - 3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure pedestrian and bicyclist safety.
  - 4. Use nonskid traffic plates over open trenches to minimize hazards.
  - 5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists, and pedestrians.
  - 6. Notify and consult with emergency service providers and provide emergency access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
  - 7. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours.
  - 8. Provide access for driveways and private roads outside the immediate construction zone by using steel plates or temporary backfill, as necessary.



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9. Prohibit construction worker parking in residential areas.

**PART 2 PRODUCTS - Not Used**

**PART 3 EXECUTION - Not Used**

END OF DOCUMENT

**ALTERATION PROJECT PROCEDURES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-Conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

**PART 2 - PRODUCTS**

**2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:**

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Design-Build Entity shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Design-Build Entity shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

**PART 3 - EXECUTION**

**3.01 EXAMINATION:**

- A. Design-Build Entity shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Design-Build Entity acknowledges and accepts the existing conditions.

**3.02 PREPARATION:**

- A. Design-Build Entity shall cut, move, or remove items as necessary for access to alterations and renovation Work. Design-Build Entity shall replace and restore these at completion.
- B. Design-Build Entity shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Design-Build Entity shall replace materials as specified for finished Work.
- C. Design-Build Entity shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

**ALTERATION PROJECT PROCEDURES**

- D. Design-Build Entity shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Design-Build Entity shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Design-Build Entity shall insulate ductwork and piping to prevent condensation in exposed areas. Design-Build Entity shall insulate building cavities for thermal and/or acoustical protection, as detailed.

**3.03 INSTALLATION:**

- A. Design-Build Entity shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Design-Build Entity shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Design-Build Entity shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Design-Build Entity shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.
- E. Design-Build Entity shall install products as specified in the Contract Documents, including without limitation, the Specifications.

**3.04 TRANSITIONS:**

- A. Where new Work abuts or aligns with existing surfaces, Design-Build Entity shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Design-Build Entity shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

**3.05 ADJUSTMENTS:**

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Design-Build Entity shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Design-Build Entity shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.
- C. Design-Build Entity shall trim existing doors as necessary to clear new floor finish and refinish trim as required.
- D. Design-Build Entity shall fit Work at penetrations of surfaces.

**ALTERATION PROJECT PROCEDURES**

**3.06 REPAIR OF DAMAGED SURFACES:**

- A. Design-Build Entity shall patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.
- B. Design-Build Entity shall repair substrate prior to patching finish.

**3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:**

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Design-Build Entity shall be restored by Design-Build Entity to their original condition or better, where indicated.
- B. Design-Build Entity shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Design-Build Entity shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

**3.08 FINISHES:**

- A. Design-Build Entity shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Design-Build Entity shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Design-Build Entity shall refinish entire surface to nearest intersections.

**3.09 CLEANING:**

- A. Design-Build Entity shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.
- B. A final professional cleaning shall be provided to all areas within the limits of work shall be performed prior to turning work over to District for use.

END OF DOCUMENT

**PROJECT LABOR AGREEMENT**  
**FOR ALL MEASURE G, E, AND I BOND PROJECTS**  
**FOR THE EAST SIDE UNION HIGH SCHOOL DISTRICT**

**1.01      General**

The East Side Union High School District has approved a Project Labor Agreement for this project. The Contractor and all subcontract forces are to comply with the requirements set forth in the executed Project Labor Agreement. It is the responsibility of the Contractor and the subcontractors to adhere to the requirements set forth in the Agreement and to comply with its provisions. Any costs for compliance with the Project Labor Agreement are to be included in the Contractor's Proposal price. Contractors may obtain a copy of the signed Project Labor Agreement at the District's website at: <http://www.esuhd.org/Community/Purchasing/Capital-Purchasing/Project-Labor-Agreement/index.html>

END OF DOCUMENT

**QUALITY REQUIREMENTS**

PART 1 -GENERAL

1.1 SUMMARY

- A. Document includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Design-Build Entity of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in Documents that specify those activities. Requirements of this Document relate to customized fabrication and installation procedures specified in those Documents. Requirements in those Documents may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Design-Build Entity's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Design-Build Entity to provide quality-assurance and quality-control services required by Design Consultant, District, Project Manager, or authorities having jurisdiction are not limited by provisions of this Document.
  - 4. Specific test and inspection requirements are not specified in this Document.

1.2 RELATED SECTIONS

- A. Other Division 1 Specification Sections.
- B. Divisions 2 through 60 Specification Sections.

1.3 REFERENCES

- A. American Society for Testing and Materials (ASTM):
  - 1. ASTM E 548 Guide for General Criteria Used for Evaluating Laboratory Competence.
  - 2. ASTM E 329 Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

1.4 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Design Consultant or Project Manager.

**QUALITY REQUIREMENTS**

- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged. A mockup maybe requested by the District to facilitate approval of system prior to use without additional costs to the District.
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Design-Build Entity as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- J. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

**REGULATORY REQUIREMENTS**

- A. Copies of Regulations: Obtain copies of following regulations and retain at Site to be available for reference by parties who have reasonable need. Documents include, but are not limited to:
  - 1. California Building Code, applicable version as indicated on drawings bearing DSA Approval Stamp.
  - 2. Other regulations as indicated on drawings and specifications bearing DSA Approval Stamp.

**QUALITY REQUIREMENTS**

- B. Additional documents as requested by Inspector of Record, Project Manager or Design Consultant.

**1.6 CONFLICTING REQUIREMENTS**

- A. Referenced Standards: 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 conflicting requirements that are different, but apparently equal, to Project Manager and Design Consultant for a decision before proceeding.
- B. 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. Refer uncertainties to Project Manager and Design Consultant for a decision before proceeding.

**1.7 INFORMATIONAL SUBMITTALS**

- A. Design-Build Entity's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Design Consultant.
  2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Design Consultant.
- B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

**1.8 REPORTS AND DOCUMENTS**

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Documents. Include the following:
1. Date of issue.
  2. ESUHSD Project title and number.
  3. DSA Application number.
  4. Name, address, and telephone number of testing agency.
  5. Dates and locations of samples and tests or inspections.
  6. Names of individuals making tests and inspections.
  7. Description of the Work and test and inspection method.



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8. Identification of product and Specification Section.
  9. Complete test or inspection data.
  10. Test and inspection results and an interpretation of test results.
  11. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  12. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements. Name and signature of laboratory inspector. Recommendations on retesting and re-inspecting. B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
    - a) Name, address, and telephone number of representative making report.
    - b) Statement on condition of substrates and their acceptability for installation of product.
    - c) Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
    - d) Results of operational and other tests and a statement of whether observed performance complies with requirements.
    - e) Other required items indicated in individual Specification Sections.
- C. Permits, Licenses, and Certificates: For District's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

**1.9 QUALITY ASSURANCE**

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged by Design-Build Entity for the activities indicated.

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1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
  2. Requirement for specialists shall not interfere with local trade-union jurisdictional settlements and similar conventions.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 329; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
  3. Testing Agencies and Labs must be DSA-approved.
- H. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Design-Build Entity responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed products and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing, correction and analyzing results to prevent delaying the Work.
    - c. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - d. When testing is complete, remove test specimens, assemblies, and mockups, and laboratory mockups; do not reuse products on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Design Consultant and Project Manager, with copy to Design-Build Entity and Division of State Architect. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Design Consultant and Project Manager.
  2. Notify Design Consultant, Inspector of Record and Project Manager seven days in advance of dates and times when mockups will be completed.
  3. Demonstrate the proposed range of aesthetic effects and workmanship.
  4. Obtain Design Consultant's and Project Manager's approval of mockups before starting work, fabrication, or construction.
    - a. Allow seven days for initial review and each re-review of each mockup.
    - b. All mockups and sample construction items which do not meet the requirements of the

## **QUALITY REQUIREMENTS**

Contract Documents shall be removed and reconstructed until acceptable at no additional cost to the District.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  6. Demolish and remove mockups when directed unless otherwise indicated.
  7. Where allowed in specific sections and approved by Project Manager, mockups may be part of the permanent work.
  8. Design-Build Entity shall provide mock-up list and include it in submittal schedule.
- K. Quality Assurance Plan Requirements: The Design-Build Entity shall provide their own Quality Control, Quality Assurance Plan to the Construction Manager for review. All trade sections shall be identified the quality plan. The Design-Build Entity shall submit his quality program for approval prior to use. The Quality Plan shall also include but not be limited to the following:
1. Training and Indoctrination: Plan shall outline the minimum quality training requirements and shall include a comprehensive and detailed energy strategy plan to educate the District facility management personnel as to the most efficient use and maintenance of all building systems and apparatuses.
  2. Construction Control: Plan shall outline the requirements for pre-installation conferences for each trade and construction interface to identify change in conditions and/or clarifications. Design-Build Entity will hold pre-installation meetings with each trade and review the project requirements and sign off on the start of installation.
  3. Vendor Data Control: Plan shall outline the requirements for vendor data submittals and the review process.
  4. Record Documents: Plan shall outline the quality requirements for developing and maintaining record drawings, specifications, samples and submittals.
  5. Welding Activities: Plan shall identify the quality requirements of welding activities.
  6. Inspections: Plan shall outline the requirement of the Design-Build Entity to coordinate inspections, verifications and tests.
  7. Confined Space: Plan shall identify confined spaces which may be encountered, reporting requirements.
  8. Lock-Out/Tag-Out: Plan shall outline the requirements to remove from service any existing system which requires locked out of service to perform the scope of this contract.
  9. Control of Nonconforming Items: Plan shall outline the requirements to report, control and correct nonconforming items.

### **1.10 QUALITY CONTROL**

- A. District Representative shall be provided full access to all construction activities, including shop fabrication, testing and inspections.
- B. District Responsibilities: Where quality-control services are indicated as District's responsibility in General and Supplementary Conditions, and in other Specification sections, District will engage a qualified testing agency to perform these services.
  1. District will furnish Design-Build Entity with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made to testing and inspecting agency by the District.
  3. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be paid by District and back charged to

**QUALITY REQUIREMENTS**

Design-Build Entity, and the Contract Sum will be adjusted by Change Order.

- C. Design-Build Entity Testing Responsibilities: Tests and inspections not explicitly assigned to District are Design-Build Entity's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Design-Build Entity's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Design-Build Entity shall not employ same entity engaged by District, unless agreed to in writing by District.
    - b. Testing agency retained by the Design-Build Entity shall be subject to the prior approval of the Project Manager.
  2. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  3. Where quality-control services are indicated as Design-Build Entity's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  4. Testing and inspecting requested by Design-Build Entity and not required by the Contract Documents are Design-Build Entity's responsibility and performed at Design-Build Entity's own expense.
  5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
  6. All Mechanical, Electrical, Plumbing system components requiring testing shall be pretested by the appropriate trades. The Mechanical, Electrical, Plumbing, trades shall provide qualified personnel who are responsible for carrying out the detailed planning and implementation of the commissioning process for the specified systems and for ensuring that the commissioning process is properly completed according to the Contract requirements.
  7. The Design-Build Entity shall document all testing required by the Contract Documents in a format approved by District. The Design-Build Entity shall ensure that each trade keeps a copy as part of its project record documents submission. This information shall be current, bound, and submitted to the District upon completion of the project as a Project Close-out Requirement.
- D. Design-Build Entity Responsibilities:
1. The Design-Build Entity shall take field measurements and verify field conditions with the Contract Documents before commencing activities. Design and construction coordination activities are Design-Build Entity's sole responsibility.
  2. Design-Build Entity shall provide a copy of the codes, references, and industry standards applicable to their scope of Work prior to the start of their Work (i.e. Electrical Subcontractor to provide applicable NEC/CEC, Plumbing Subcontractor to provide applicable UPC/CPC, etc.).
  3. The Design-Build Entity shall maintain at the jobsite, on a daily basis, Record Drawings, Specifications, Addenda, Change Orders, R.F.I.'s and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. These drawings shall be made available to the District at any time during the course of the Work upon request. At the completion of the Work, Design-Build Entity (and applicable trades) shall incorporate all as-built changes in electronic digital files as defined in Project Record Documents. An updated jobsite set of drawings will be checked monthly by the Project Inspector prior to payment application approval. Failure to comply with this requirement shall be sufficient cause for withholding monthly Progress Payments.

**QUALITY REQUIREMENTS**

4. Design-Build Entity is required to perform a complete and thorough written punch list of their work (copy Construction Manager) and notify the Owner when the work has been corrected and is ready for inspection. These punch lists shall be done in phases and at times as determined by Construction Manager (i.e. rough in completion and completion of finishes).
- E. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports. Manufacture's recommended maintenance
- F. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Design-Build Entity's responsibility, Design-Build Entity shall pay for quality-control services, including retesting and re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- G. Testing Agency Responsibilities: Cooperate with Design Consultant, Construction Manager, and Design-Build Entity in performance of duties. Provide qualified personnel to perform required tests and inspections.
  1. Notify Design Consultant, Construction Manager, and Design-Build Entity promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service to Design Consultant, Construction Manager, Design-Build Entity, Inspector of Record and Division of State Architect.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Design-Build Entity.
- H. Additional Design-Build Entity's Responsibilities: Design-Build Entity shall cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
  1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- I. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

**QUALITY REQUIREMENTS**

1. Schedule times for tests, inspections, corrections, obtaining samples, and similar activities.
- J. Schedule of Tests and Inspections: Prepare schedule of tests, inspections, and similar quality-control services required by Contract Documents. Submit schedule within (14) days of issuance of Notice to Proceed.
1. Distribution: Distribute schedule to Inspector of Record, Design Consultant, Construction Manager, testing agencies, and each party involved in performance of portions of Work where tests and inspections are required.

**QUALITY REQUIREMENTS**

1.11 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: District will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction and that under the Contract Documents are the responsibility of District.
1. Testing Agency will verify that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Testing Agency will notify Inspector of Record, Design Consultant, Construction Manager, and Design-Build Entity promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Testing Agency will submit a certified written report of each test, inspection, and similar quality-control service to Inspector of Record, Design Consultant, and Construction Manager, with copy to Design-Build Entity and to authorities having jurisdiction.
  4. Testing Agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Testing Agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Testing Agency will retest and re-inspect corrected work. Costs of retesting that is necessitated due to a failure by the Work to comply with the Contract Documents shall be paid by District and back charged to Design-Build Entity through a Change Order.

PART 2 -PRODUCTS (Not Used)

PART 3 -EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: 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 Design Consultant.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Design Consultant's, Commissioning Authority's, and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration

**QUALITY REQUIREMENTS**

into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Contract Documents.



**QUALITY REQUIREMENTS**

- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Design-Build Entity's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF DOCUMENT

## **REGULATORY REQUIREMENTS**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

- A. Document includes: regulatory requirements applicable to Contract Documents.
- B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of 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 Proposals.
- D. The Design-Build Entity shall not allow design or construction of any conditions wherein the finished Work will not comply with current codes. No change order shall be considered by District for the correction of any Work not complying with code.

#### **1.2 REFERENCES TO REGULATORY REQUIREMENTS**

- A. Codes, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Design-Build Entity, because Design-Build Entity is assumed to be familiar with these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Design-Build Entity as a courtesy and shall not limit Design-Build Entity'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. Design-Build Entity 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 having jurisdiction.

#### **1.3 CODES**

- A. Codes that apply to Contract Documents include, but are not limited to, the following:
  - 1. CAC (Part 1, Title 24, CCR)
  - 2. CBC (Part 2, Title 24, CCR)
  - 3. CEC (Part 3, Title 24, CCR)
  - 4. CMC (Part 4, Title 24, CCR)
  - 5. CPC (Part 5, Title 24, CCR)

#### **1.4 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
    - a. Americans with Disabilities Act of 1990

**REGULATORY REQUIREMENTS**

- 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
  - n. Fish and Game Code
- 3. State of California Agencies
  - a. State and Consumer Services Agency
  - b. Office of the State Fire Marshall
  - c. Office of Statewide Health Planning and Development
  - d. Department of Fish and Game
  - e. Bay Area Air Quality Management District
  - f. San Francisco Bay Regional Water Quality Control Board
  - g. Division of the State Architect
- 4. Local Agencies:
  - a. City of San Jose
  - b. County of Santa Clara
  - c. San Jose Fire Department
- 5. Other Requirements:
  - a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.
  - b. References on Drawings or in Specifications to “code” or “building code” not otherwise identified shall mean the codes specified in this Document 01 41 00, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.
- B. Have access to all of the foregoing within 24 hours.
- 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

**REGULATORY REQUIREMENTS**

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 (Document 00 71 00, Article 12) nor the Change Order Procedure (Document 01 26 00) may be modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

**1.5 CONFLICTS**

- A. Between referenced 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.

**1.6 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT**

- A. Design-Build Entity 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. Design-Build Entity 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. Design-Build Entity agrees not to discriminate against people with disabilities in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Design-Build Entity, 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 DOCUMENT

**REGULATORY REQUIREMENTS – HAZARDOUS MATERIALS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Document Includes:
  - 1. Regulatory requirements applicable to Work in connection with hazardous waste abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste.
- B. This Section supplements Document 01 41 00 (Regulatory Requirements) and the Work-specific listings of applicable regulatory requirements elsewhere in the Specifications.

**1.2 REFERENCES TO REGULATORY REQUIREMENTS**

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

**1.3 LAWS, ORDINANCES, RULES, AND REGULATIONS**

- A. During prosecution of Work under Contract Documents, Design-Build Entity shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.
- B. Federal:
  - 1. Statutory Requirements:
    - a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.*
    - b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 *et seq.*
    - c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 *et seq.*
    - d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 *et seq.*
    - e. Clean Water Act, 33 U.S.C. Sections 1251 *et seq.*
    - f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 *et seq.*
    - g. Clean Air Act, Section 112, 42 U.S.C., Section 7412
    - h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 *et seq.*
    - i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 *et seq.*
    - j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C., Sections 11011 *et seq.*
  - 2. Environmental Protection Agency (EPA):
    - a. 40 C.F.R. Parts 260, 264, 265, 268, 270
    - b. 40 C.F.R. Parts 258 *et seq.*
    - c. 40 C.F.R. Part 761
    - d. 40 C.F.R. Parts 122-124
  - 3. Occupational Safety and Health Administration (OSHA):

**REGULATORY REQUIREMENTS – HAZARDOUS MATERIALS**

- a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard
- b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos
- c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62
- d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61
- e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763
- 4. Department of Transportation:
  - a. Title 49 C.F.R. 173.1090
  - b. Title 49 C.F.R. 172
  - c. Title 49 C.F.R. 173
  - d. DOT, HM 181 and MH126f
- C. State of California Requirements:
  - 1. Statutory Law:
    - a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*
    - b. Health and Safety Code, Section 25359.4
    - c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*
    - d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*
    - e. Health and Safety Code, Sections 25915-25924
    - f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080
    - g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5
    - h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*
    - i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*
    - j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)
    - k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*
    - l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95
  - 2. Administrative Code and Regulations:
    - a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*
    - b. Cal/OSHA Worker Protection Standards, Title 8 CCR, Sections 1529, 5208
    - c. Title 8 CCR, Section 1532.1, Lead in Construction
    - d. Title 23 CCR, Sections 2610 *et seq.*
  - 3. Local Agency Requirements:
    - a. Bay Area Air Quality Management District, Fugitive Dust Rules
    - b. Bay Area Air Quality Management District Regulation 11-2-303
    - c. State Water Resource Control Board, General Construction Activity Stormwater Permit Requirements (Order 92-OS DWQ)
  - 4. Local Agency Requirements:
    - a. San Jose Fire Dept.
    - b. Santa Clara County Health Department

**REGULATORY REQUIREMENTS – HAZARDOUS MATERIALS**

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

## **REFERENCES AND DEFINITIONS**

### **PART 1 GENERAL**

#### **1.1 SUMMARY**

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

#### **1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES**

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Design-Build Entity discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Design-Build Entity shall report it in writing at once to Inspector, with copies to District's Representative and Architect/Engineer, and Design-Build Entity shall not proceed with the Work affected thereby until consent to do so is given by District.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
  - 1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
  - 2. The provisions of any such laws or regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation).
- D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of District, District's Representative or Design-Build Entity, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to District, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
  - 1. Comply with referenced standards and specifications; latest revision in effect at the time of opening of Proposals, unless otherwise identified by date.



## **REFERENCES AND DEFINITIONS**

- a. Exception: Comply with issues in effect as listed in governing legal requirements.
- F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- G. Jobsite Copies:
  - 1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
  - 2. At a minimum, the following shall be readily available at the Site:
    - a. Safety Codes: State of California, Division of Industrial Safety regulations.
- H. Edition Date of References:
  - 1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Proposals.
  - 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- I. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Design-Build Entity is familiar with and has access to these nationally- and industry-recognized specifications and standards.

### **1.3 ABBREVIATIONS**

- A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

|        |                                                                                 |
|--------|---------------------------------------------------------------------------------|
| AA     | Aluminum Association                                                            |
| AABC   | Associated Air Balance Council                                                  |
| AAMA   | Architectural Aluminum Manufacturers Association                                |
| AAP    | Affirmative Action Program                                                      |
| AASHTO | American Association of State Highway and Transportation Officials              |
| ABMA   | American Boiler Manufacturers Association                                       |
| ABPA   | American Board Products Association                                             |
| ACI    | American Concrete Institute                                                     |
| AED    | Association of Equipment Distributors                                           |
| AGA    | American Gas Association                                                        |
| AISC   | American Institute of Steel Construction                                        |
| AISI   | American Iron and Steel Institute                                               |
| AITC   | American Institute of Timber Construction                                       |
| AMCA   | Air Moving and Conditioning Association, Inc.                                   |
| ANSI   | American National Standards Institute (formerly American Standards Association) |
| APA    | American Plywood Association                                                    |
| ARI    | Air-Conditioning and Refrigeration Institute                                    |
| ASHRAE | American Society of Heating, Refrigeration, and Air-Conditioning Engineers      |
| ASME   | American Society of Mechanical Engineers                                        |
| ASTM   | American Society for Testing and Materials                                      |
| AWCI   | Association of the Wall and Ceiling Industries                                  |
| AWPA   | American Wood- Preservers Association                                           |
| AWPB   | American Wood Preservers Bureau                                                 |
| AWS    | American Welding Society                                                        |
| AWWA   | American Water Works Association                                                |

**REFERENCES AND DEFINITIONS**

|          |                                                                                                                                                                |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BAAQMD   | Bay Area Air Quality Management District                                                                                                                       |
| BIL      | Basic Insulation Level                                                                                                                                         |
| Cal/OSHA | California Occupational Safety and Health Administration                                                                                                       |
| Caltrans | State of California, Department of Transportation                                                                                                              |
| CBC      | California Building Code                                                                                                                                       |
| CCD      | Construction Change Directive                                                                                                                                  |
| CCR      | California Code of Regulations                                                                                                                                 |
| CEC      | California Electric Code                                                                                                                                       |
| CFR      | Code of Federal Regulations                                                                                                                                    |
| CISPI    | Cast Iron Soil Pipe Institute                                                                                                                                  |
| CLMFI    | Chain Link Fence Manufacturers Institute                                                                                                                       |
| CMC      | California Mechanical Code                                                                                                                                     |
| CO       | Change Order                                                                                                                                                   |
| CPC      | California Plumbing Code                                                                                                                                       |
| CPM      | Critical Path Method                                                                                                                                           |
| CPUC     | California Public Utilities Commission                                                                                                                         |
| CRA      | California Redwood Association                                                                                                                                 |
| CRSI     | Concrete Reinforcing Steel Institute                                                                                                                           |
| CS       | Commercial Standards, U.S. Department of Commerce                                                                                                              |
| CSA      | Canadian Standards Association                                                                                                                                 |
| CTI      | Ceramic Tile Institute                                                                                                                                         |
| DBE      | Design-Build Entity                                                                                                                                            |
| DHI      | Door and Hardware Institute                                                                                                                                    |
| DSA      | Division of State Architect (formerly known as the Office of the State Architect)                                                                              |
| EPA      | Environmental Protection Agency                                                                                                                                |
| FF&E     | Furniture, Fixtures, and Equipment; Group 1 FF&E are fixed into the building system; Group 2 FF&E are movable and have no permanent connection to the building |
| FGMA     | Flat Glass Marketing Association                                                                                                                               |
| FM       | Factory Mutual                                                                                                                                                 |
| FS       | Federal Specifications                                                                                                                                         |
| GA       | Gypsum Association                                                                                                                                             |
| HPMA     | Hardwood Plywood Manufacturers Association                                                                                                                     |
| HVAC     | Heating, Ventilating and Air Conditioning                                                                                                                      |
| I.D.     | Identification                                                                                                                                                 |
| IACS     | International Annealed Copper Standards                                                                                                                        |
| IAPMO    | International Association of Plumbing and Mechanical Officials                                                                                                 |
| ICBO     | International Conference of Building Officials                                                                                                                 |
| ICEA     | Insulated Cable Engineers Association                                                                                                                          |
| IEEE     | Institute of Electrical and Electronic Engineers, Inc.                                                                                                         |
| IES      | Illuminating Engineering Society                                                                                                                               |
| ISA      | Instrumentation Society of America                                                                                                                             |
| JATC     | Joint Apprenticeship Training Committee                                                                                                                        |
| JV       | Joint Venture                                                                                                                                                  |
| LBE      | Local Business Enterprise                                                                                                                                      |
| M.I.     | Middle Initial                                                                                                                                                 |
| M/WBE    | Minority and/or Woman-Owned Business Enterprise                                                                                                                |
| MBE      | Minority Business Enterprise                                                                                                                                   |
| MIA      | Masonry Institute of America                                                                                                                                   |
| MIA      | Marble Institute of America                                                                                                                                    |
| MLSFA    | Metal Lath/Steel Framing Association                                                                                                                           |

**REFERENCES AND DEFINITIONS**

|        |                                                                                          |
|--------|------------------------------------------------------------------------------------------|
| MS     | Military Specifications                                                                  |
| MSDS   | Material Safety Data Sheet                                                               |
| MSS    | Manufacturers Standardization Society of the Valve & Fitting Industry                    |
| NAAMM  | National Association of Architectural Metal Manufacturers                                |
| NACE   | National Association of Corrosion Engineers                                              |
| NBS    | National Bureau of Standards                                                             |
| NEC    | National Electric Code                                                                   |
| NEMA   | National Electric Manufacturers Association                                              |
| NESC   | National Electrical Safety Code                                                          |
| NFPA   | National Fire Protection Association                                                     |
| NFPA   | National Forest Products Association                                                     |
| NIOSH  | National Institute for Occupational Safety and Health                                    |
| NIST   | National Institute of Science and Technology (formerly the National Bureau of Standards) |
| NOFMA  | National Oak Flooring Manufacturers Association                                          |
| NSF    | National Sanitation Foundation                                                           |
| NTMA   | National Terrazzo & Mosaic Association                                                   |
| NWWDA  | National Wood Windows and Doors Association                                              |
| OSHA   | Occupational Safety and Health Administration                                            |
| OSHPD  | Office of Statewide Health Planning and Department                                       |
| PCA    | Portland Cement Association                                                              |
| PCI    | Prestressed Concrete Institute                                                           |
| PDI    | Plumbing and Drainage Institute                                                          |
| PG&E   | Pacific Gas and Electric Company                                                         |
| PM     | Preventive Maintenance                                                                   |
| PR     | Proposal Request                                                                         |
| PS     | Product Standard, U. S. Department of Commerce                                           |
| RFI    | Request for Information                                                                  |
| RFP    | Request for Proposals                                                                    |
| RFS    | Request for Substitution                                                                 |
| RIS    | Redwood Inspection Service                                                               |
| SDI    | Steel Deck Institute                                                                     |
| SFM    | State of California, Office of State Fire Marshal                                        |
| SIGMA  | Sealed Insulating Glass Manufacturers Association                                        |
| SJI    | Steel Joint Institute                                                                    |
| SMACNA | Sheet Metal and Air Conditioning Contractors National Association                        |
| SPIB   | Southern Pine Inspection Bureau                                                          |
| SSPC   | Steel Structures Painting Council                                                        |
| SWI    | Steel Window Institute                                                                   |
| SWPPP  | Storm Water Pollution Prevention Plan                                                    |
| TCA    | Tile Council of America                                                                  |
| TIE    | Time Impact Evaluation                                                                   |
| UBC    | Uniform Building Code                                                                    |
| UFC    | Uniform Fire Code                                                                        |
| UL     | Underwriters' Laboratories, Inc.                                                         |
| UMC    | Uniform Mechanical Code                                                                  |
| UPC    | Uniform Plumbing Code                                                                    |
| USA    | Underground Service Alert                                                                |
| USC    | United States Code                                                                       |
| WCLIB  | West Coast Lumber Inspection Bureau                                                      |
| WHI    | Warnock Hersey International a testing lab                                               |

**REFERENCES AND DEFINITIONS**

|      |                                   |
|------|-----------------------------------|
| WIC  | Woodwork Institute of California  |
| WWPA | Western Wood Products Association |

B. Abbreviations in Specifications:

|          |                          |
|----------|--------------------------|
| AWG      | American Wire Gauge      |
| accord   | Accordance               |
| Co.      | Company                  |
| Corp.    | Corporation              |
| cm.      | centimeter (centimeters) |
| cu.      | Cubic                    |
| Div.     | Division                 |
| dia.     | diameter                 |
| ft.      | foot (feet)              |
| g./gr.   | gram (grams)             |
| gal.     | gallon (gallons)         |
| gpd      | gallons per day          |
| gpm      | gallons per minute       |
| hr.      | hour                     |
| kg.      | kilogram (kilograms)     |
| in.      | inch (inches)            |
| Inc.     | Incorporated             |
| km.      | kilometer (kilometers)   |
| Kw       | Kilowatt                 |
| l.       | liter (liters)           |
| lbs.     | pounds                   |
| m        | meter (meters)           |
| Mfg.     | manufacturing            |
| Mg.      | milligram (milligrams)   |
| ml./mls. | milliliter (milliliters) |
| mm.      | millimeter (millimeters) |
| No.      | number                   |
| o.c.     | on centers               |
| O.D.     | outside diameter         |
| psi      | pounds per square inch   |
| psf      | pounds per square foot   |
| sq.      | square                   |
| T & G    | tongue and groove        |
| U.S.     | United States            |
| yd.      | yard (yards)             |

C. Abbreviations on Drawings:

Additional abbreviations, used only on drawings, are indicated thereon.

**1.4 SYMBOLS**

A. Symbols in Specifications:

: “shall be” or “shall” - where used within sentences or paragraphs

**REFERENCES AND DEFINITIONS**

|    |                                                                                             |
|----|---------------------------------------------------------------------------------------------|
| #1 | Number                                                                                      |
| 1# | Pound                                                                                       |
| &  | And                                                                                         |
| %  | Percent                                                                                     |
| C  | Centigrade                                                                                  |
| F  | Fahrenheit                                                                                  |
| °  | Degree                                                                                      |
| /  | per, except where used to combine words; example: power/fuel, and in that case it means and |
| “  | inch (inches)                                                                               |
| ‘  | foot (feet)                                                                                 |
| @  | At                                                                                          |

B. Symbols on Drawings:

Symbols, used only on Drawings, are indicated thereon.

**1.5 DEFINITIONS**

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While District has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
1. Addenda: Written or graphic instruments issued prior to the opening of Proposals, which clarify, correct, or change the Proposal requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Proposal Conference and/or Site Visit.
  2. Agreement for Design-Build Services (Document 00 52 00): Agreement for Design-Build Services is the basic contract document that binds the parties to design & construction Work. Agreement for Design-Build Services defines relationships and obligations between District and Design-Build Entity and by reference incorporates Conditions of Contract and contains Addenda and all Modifications subsequent to execution of Contract Documents.
  3. Alternate: Work added to or deducted from the Base Proposal, if accepted by District.
  4. Application for Payment: Written application for monthly or periodic progress or final payment made by Design-Build Entity complying with the Contract Documents.
  5. Approved Equal: Approved in writing by District as being of equivalent quality, utility and appearance.
  6. Architect/Engineer: Unless otherwise obviously intended, “Architect/Engineer” shall mean a person holding a valid California State Architect’s or Engineer’s license representing District in the preparation of the Construction Documents. A Consultant Architect/Engineer may also be connected with the Project. The Consulting Architect/Engineer (if used) may be an employee of or an independent consultant to District. When a Consultant Architect/Engineer is referred to within the Contract Documents and no Consultant Architect/Engineer has in fact been designated, then the matter shall be referred to District. The term Architect/Engineer shall be construed to include employees of Architect/Engineer and/or employees that Architect/Engineer supervises. When the designated Consultant Architect/Engineer is an employee of District, his or her authorized representatives on the Project will be included under the term Consultant Architect/Engineer. If Consultant Architect/Engineer is an employee of District, then Consultant

## **REFERENCES AND DEFINITIONS**

Architect/Engineer is the beneficiary of all Design-Build Entity obligations to District, including without limitation, all releases and indemnities. Refer to Section 341, Part 1, Title 24, California Code of Regulations.

7. Asbestos: Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
8. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed. Also referred to in the Contract Documents as the Proposal. The terms Bid and Proposal in the Contract Documents both refer to the Proposal.
9. Bidder: One who submits a Bid. Also referred to in the Contract Documents as a Proposer. The terms Bidder and Proposer in the Contract Documents both refer to the Proposer.
10. Bidding Documents: All documents comprising the Project Manual (including all documents and specification sections listed on Document 00 01 10 (Table of Contents), including documents supplied for bidding purposes only and Contract Documents.
11. Board: The District's Board of Trustees.
12. Bridging Documents: Drawings, Specifications, Adjacency Diagrams, Room Data Sheets, and other materials provided by District and included or referenced in the Project Manual to define the design intent, quality level, materials and products to be used in the Project. See Document 01 10 00 (Summary of Work), paragraph 1.2.
13. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by District. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the District's web site for a list of District observed holidays.
14. By District: Work that will be performed by District or its agents at the District's expense.
15. By Others: Work that is outside scope of Work to be performed by Design-Build Entity under this Contract, which will be performed by District, other contractors, or other means.
16. Change Order: A written instrument prepared by District and signed by District and Design-Build Entity, stating their agreement upon all of the following:
  - a. a change in the Work;
  - b. the amount of the adjustment in the Contract Sum, if any; and
  - c. the amount of the adjustment in the Contract Time, if any.
17. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
18. Compliance Officer: Is defined in Document 001 35 28 (Labor Compliance Program).
19. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
20. Construction Change Directive: A written order prepared and signed by District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
21. Construction Documents: Is defined in Document 01 10 01 (Summary of Work – Design Services).
22. Consultant: See Document 00 7305 (Supplemental General Conditions – Hazardous Materials).
23. Consulting Architect/Engineer: See Document 00 52 00 (Agreement for Design-Build Services).
24. Construction Manager: See Document 00 52 00 (Agreement for Design-Build Services).
25. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions.

**REFERENCES AND DEFINITIONS**

- a. General Conditions are general clauses that are common to the District Contracts, including Document 00 71 00.
  - b. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, including Document 00 73 00, Document 00 73 01 (if included) and Document 00 73 05.
26. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in Document 00 52 00 (Agreement for Design-Build Services), plus all changes, addenda, and modifications thereto.
27. Contract Modification: Either:
- a. a written amendment to Contract signed by Design-Build Entity and District; or
  - b. a Change Order; or
  - c. a Construction Change Directive; or
  - d. a written directive for a minor change in the Work issued by District.
28. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by District to Design-Build Entity for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
29. Contract Time: The number or numbers of Days or the dates stated in the Agreement:
- a. to achieve Substantial Completion of the Work or designated Milestones; and/or
  - b. to complete the Work so that it is ready for final payment and is accepted.
30. DBE: Design-Build Entity.
31. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word “day” is specifically modified to the contrary.
32. Design-Build Entity: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term “Design-Build Entity” means the Design-Build Entity or its authorized representative.
33. Design-Build Entity’s Employees: Persons engaged in execution of Work under Contract as direct employees of Design-Build Entity, as Subcontractors, or as employees of Subcontractors.
34. Defective: An adjective which, when modifying the word “Work,” refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and “or equal” items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by District). District is the judge of whether Work is defective.
35. Design Development Documents: Is defined in Document 01 10 01 (Summary of Work – Design Services).
36. District: The East Side Union High School District.
37. District-Furnished, Design-Build Entity-Installed: Items furnished by District at its cost for installation by Design-Build Entity at its cost under Contract Documents.
38. District’s Representative(s): See Document 00 52 00 (Agreement for Design-Build Services).
39. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

**REFERENCES AND DEFINITIONS**

40. Equal: Equal in opinion of District. Burden of proof of equality is responsibility of Design-Build Entity.
41. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
42. Final Acceptance or Final Completion: District's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
  - a. All systems having been tested and accepted as having met requirements of Contract Documents.
  - b. All required instructions and training sessions having been given by Design-Build Entity.
  - c. All Project Record Documents having been submitted by Design-Build Entity, reviewed by District and accepted by District.
  - d. All punch list work, as directed by District, having been completed by Design-Build Entity.
  - e. Generally all Work, except Design-Build Entity maintenance after Final Acceptance, having been completed to satisfaction of District.
43. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
44. Furnish: Supply only, do not install.
45. Holiday: District's recognized holidays are published on the District's web site at <http://www.esuhsd.org/Community/Calendar/index.html>
46. Indicated: Shown or noted on the Drawings.
47. Inspector. The person engaged by District to inspect the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes. The Inspector is subject to approval by the District and, as appropriate, Division of the State Architect, and he will report to District. Refer to section 4-333 and section 4-342, Part 1, Title 24, California Code of Regulations.
48. Install: Install or apply only, do not furnish.
49. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
50. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions
51. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
52. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
53. Modification: Same as Contract Modification.
54. Not in Contract: Work that is outside the scope of Work to be performed by Design-Build Entity under Contract Documents.
55. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
56. Off Site: Outside geographical location of the Project.



**REFERENCES AND DEFINITIONS**

57. Partial Utilization: Use by District of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
58. PCBs: Polychlorinated byphenyls.
59. Phase: A specified portion of the Work (if any) specifically identified as a Phase in Document 00 52 00 (Agreement for Design-Build Services) or Document 01 10 00 (Summary of Work).
60. Product Data: That information (including brochures, catalogue cuts, MSDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.
61. Progress Report: A periodic report submitted by Design-Build Entity to District with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See Document 01 32 16 (Progress Schedules and Reports) and Document 00 71 00 (General Conditions).
62. Project: Refers to totality of Work, including design and construction, performed under Contract Documents.
63. Project Float: As defined in Document 01 32 16 (Progress Schedules and Reports), paragraph 1.2.B.3.
64. Project Manual: Project Manual consists of Proposal Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Bridging Documents.
65. Project Record Documents: All Project deliverables required under Documents 01 78 39 (Project Record Documents), including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
66. Proposal: The offer of the Design-Build Entity submitted on the prescribed form(s) setting forth the prices for the Work to be performed
67. Provide: Furnish and install.
68. Request for Information ("RFI"): A document prepared by Design-Build Entity requesting information regarding the Project or Contract Documents as provided in Document 01 26 00 (Modification Procedures). The RFI system is also a means for District to submit Contract Document clarifications or supplements to Design-Build Entity.
69. Request for Proposals ("RFP"): A document issued by District to Design-Build Entity whereby District may initiate changes in the Work or Contract Time as provided in Contract Documents. See Document 01 26 00 (Modification Procedures).
70. Request for Substitution ("RFS"): A document prepared by Design-Build Entity requesting substitution of materials as permitted and to the extent permitted in Contract Documents. See Document 01 60 00 (Product Requirements).
71. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by District that clarifies or supplements Contract Documents, and with which Design-Build Entity shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by District. RFI-Replies will be issued through the RFI administrative system.
72. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
73. Services. As defined in Document 01 10 01 (Summary of Work – Design Services).
74. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Design-Build Entity and submitted by Design-Build Entity to illustrate some portion of the Work.

**REFERENCES AND DEFINITIONS**

- 75. Shown: As indicated on Drawings.
- 76. Site: The particular geographical location of Work performed pursuant to Contract Documents.
- 77. Specifications: The written portion of the Bridging Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services; and are contained in Divisions 1 through 60.
- 78. Specified: As written in Specifications.
- 79. Subcontractor: A person or entity that has a direct contract with Design-Build Entity either to perform a portion of the Work at the Site, or to perform some or all of the Services. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 80. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of District as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of District for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.
- 81. Supplemental Instruction: A written directive from District to Design-Build Entity ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications. See Document 01 26 00 (Modification Procedures).
- 82. Teacher in service: Refer to Calendar dates in Number 45
- 83. Technical Specifications: Specification Divisions 2 through 60 of the Contract Documents.
- 84. Title 24: Title 24, California Code of Regulations.
- 85. Testing and Special Inspection Agency: An independent entity engaged by District to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
- 86. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 87. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in Document 00 52 00 (Agreement for Design-Build Services) or Document 01 10 00 (Summary of Work).
- 88. Verified Report: A periodic report submitted to District. Refer to Sections 4-336, 4-337 and 4-343, Part 1, Title 24, California Code of Regulations.
- 89. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Bridging Documents. Work may also include the design requirements set forth in the Contract Documents.

**REFERENCES AND DEFINITIONS**

Wherever the word “work” is used, rather than the word “Work,” it shall be understood to have its ordinary and customary meaning.

- B. Wherever words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood that direction, requirements, or permission of District is intended. Words “sufficient,” “necessary,” “proper,” and the like shall mean sufficient, necessary, or proper in judgment of District. Words “approved,” “acceptable,” “satisfactory,” “favorably reviewed,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by District.
- C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**TESTING AND INSPECTION**

**PART 1 GENERAL**

**1.1 DOCUMENT INCLUDES**

- A. Design-Build Entity's Quality Control
- B. Quality of the Work
- C. Inspections and Tests by Division of State Architect
- D. Inspections and Tests by Serving Utilities
- E. Inspections and Tests by Health Department  
INSPECTIONS AND TESTS BY HEALTH  
DEPARTMENT
- F. Cause all tests and inspections required by the Santa Clara County Environmental Health Department to be made for Work under this Contract. Scheduling and conducting such inspections shall be solely the Design-Build Entity's responsibility.
- G. Inspections and Tests by Manufacturer's Representatives
- H. Inspections by Independent Testing and Inspection Agency
- I. Additional Testing and Inspection

**1.2 DESIGN-BUILD ENTITY'S QUALITY CONTROL**

- A. Design-Build Entity's Quality Control: Ensure that products, services, workmanship and Site conditions comply with requirements of Drawings and Specifications by coordinating, supervising, testing, and inspecting the Work and by utilizing only suitably qualified and appropriately audited, licensed or trained, personnel.
- B. Quality Requirements: Work shall be accomplished in accordance with quality requirements of Drawings and Specifications, including, by reference, all codes, laws, rules, regulations, and standards. When no quality basis is prescribed, the quality and testing procedures shall be in accordance with the best-accepted practices of the construction industry for the locale of the Project, for projects of this type, or standards set by engineering or technical societies (e.g., ASTM or ASHRAE), whichever is more stringent.
- C. Quality Control Personnel: Employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.

**1.3 QUALITY OF THE WORK**

- A. Quality of Products: Unless otherwise indicated or specified, all products shall be new, free of defects, and fit for the intended use.
- B. Quality of Installation: All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements, as shown on or required by Contract Documents.
- C. Protection of Completed Work: Take all measures necessary to preserve completed Work free from damage, deterioration, soiling, and staining, until acceptance by District.
- D. Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting, and finishing Work.
- E. Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations: Secure District's advanced written consent. Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.

**TESTING AND INSPECTION**

- F. Verification of Quality: Work shall be subject to verification of quality by District in accordance with provisions of the Contract Documents.
  - 1. Cooperate by making Work available for inspection by Division of State Architect Inspector and independent testing and inspection agencies.
  - 2. Such verification may include mill, plant, shop, or field inspection as required.
  - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
  - 4. Provide all information and assistance as required, including that by and from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by District.
  - 5. Applicable provisions of the Contract Documents shall govern Contract Modifications, if any, resulting from such verification activities.
- G. Observations by District's Consultants: Periodic and occasional observations of Work in progress will be made by District and District's consultants as deemed necessary to review progress of Work and general conformance with design intent.
- H. Limitations on Inspection, Testing and Observation: Neither employment of independent testing and inspection agency nor observations or tests by District and District's consultants shall in any manner relieve Design-Build Entity of obligation to perform Work in full conformance to all requirements of Contract Documents.
- I. District's Acceptance and Rejection of Work: District reserves the right to reject all Work not in conformance to the requirements of the Drawings and Specifications, or otherwise defective.
- J. Correction of Defective Work: Defective Work shall be modified, replaced, repaired or redone by the Design-Build Entity at no change in Contract Sum or Contract Time.
- K. Contract Adjustment for Defective Work: Should District determine that it is not feasible or in District's interest to require defective Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District and Design-Build Entity, and documented in the form of a contract change order. If equitable amount cannot be agreed upon, a Construction Change Directive will be issued and the amount in dispute resolved in accordance with applicable provisions of Document 00 71 00 (General Conditions).
- L. Non-Responsibility for Defective Work: District and District's consultants disclaim any and all responsibility for Work produced not in conformance with the Drawings and Specifications.
- M. Responsibility for Defective Work: Design-Build Entity shall have full responsibility for all consequences resulting from defective work, including without limitation all delays, disruptions, extra inspection and correction costs by Design-Build Entity and District and re-Work, and extra time and costs of all types. Design-Build Entity waives excuses for defective work relating to District's prior review of Submittals and/or prior failure to notice defective work in place on inspection.

**1.4 INSPECTIONS BY DIVISION OF THE STATE ARCHITECT PROJECT INSPECTOR**

- A. District will select and pay for a Division of the State Architect (DSA) certified inspector(s) for this project. The Design-Build Entity will coordinate their work with required inspections.
- B. Regulatory Requirements for Testing and Inspection: Design-Build Entity shall comply with Part 1, Title 24, Section 4-335, California Code of Regulations and shall cooperate with the Inspector and District in all testing required by the Office of Regulation Services, Division of State Architect. Design-Build Entity shall comply with Part 2, Title 24, California Code of Regulations and shall cooperate with Inspector in all inspections, testing and approvals required by the Office of Regulation Services, Division of State Architect. Design-Build Entity shall also comply with 2013 CBC requirements and all other requirements of governing authorities having jurisdiction.
  - 1. Inspections and Tests by Governing Authorities: Design-Build Entity shall cause all tests and inspections required by governing authorities having jurisdiction to be made for Work under this Contract.

**TESTING AND INSPECTION**

2. Such authorities may include, but are not limited to, the Division of State Architect, Fire Department, and similar agencies.
3. Except as specifically noted, scheduling, conducting and paying for such inspections shall be solely the Design-Build Entity's responsibility.

**1.5 INSPECTIONS AND TESTS BY SERVING UTILITIES**

- A. Cause all tests and inspections required by serving utilities to be made for Work under this Contract. Scheduling, conducting and paying for such inspections shall be solely the Design-Build Entity's responsibility.

**1.6 INSPECTIONS AND TESTS BY HEALTH DEPARTMENT**

- A. Cause all tests and inspections required by the Santa Clara County Environmental Health Department to be made for Work under this Contract. Scheduling and conducting such inspections shall be solely the Design-Build Entity's responsibility.

**1.7 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES**

- A. Cause all tests and inspections specified to be conducted by materials or systems manufacturers to be made. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.

**1.8 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY**

- A. District will select an independent testing and inspection agency or agencies approved by the Division of State Architect to conduct tests and inspections in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations and as indicated on Drawings, in Specifications and as required by governing authorities having jurisdiction.
- B. Responsibility for time and costs shall be as indicated in schedule below. All time for Design-Build Entity's service related to such tests and inspections shall be included in Contract Time. All costs for testing and inspections shall be procured and paid for by the District.
- C. Notify District and Inspector in writing (and, if provided, on inspection request form provided by District) and, if directed by District, testing and inspection agency, when Work is ready for specified tests and inspections. Deliver this written notification at least 48 hours before the requested inspection date.
- D. The Design-Build Entity will pay or reimburse District for all additional charges by testing and inspection agencies and governing authorities having jurisdiction due to the following:
  1. Design-Build Entity's failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
  2. Changes in sources, lots, or suppliers of products after original tests or inspections.
  3. Changes in means, methods, techniques, sequences, and procedures of construction that necessitate additional testing, inspection, and related services.
  4. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
  5. Design-Build Entity submitted requests to change materials or products, which are accepted, but require testing and/or reinspection beyond original design.
- E. Tests and special inspections to be paid by District may, where required, include the following:

**SECTION**

**MATERIAL TESTS**

TBD

Reinforcing steel for concrete and concrete masonry

**TESTING AND INSPECTION**

|     |                                                        |
|-----|--------------------------------------------------------|
| TBD | Concrete slump and strength                            |
| TBD | Masonry block strength, shrinkage and moisture content |
| TBD | Masonry grout strength                                 |
| TBD | High strength grout strength                           |
| TBD | Masonry mortar strength                                |
| TBD | Structural steel bolting and welding                   |
| TBD | Pile concrete and reinforcing                          |
| TBD | Trench backfill                                        |
| TBD | Building pad sub-grade and imported fill               |
| TBD | Load test pile dowels                                  |

**SECTION****SPECIAL INSPECTION**

|     |                                                                       |
|-----|-----------------------------------------------------------------------|
| TBD | Placement of reinforcing steel for concrete and concrete masonry      |
| TBD | Placement of cast-in-place concrete                                   |
| TBD | Placement of concrete block and grout                                 |
| TBD | Structural steel fabrication, erection, bolting and welding           |
| TBD | Installation of roof membrane                                         |
| TBD | Installation of anchor bolts, dowels embedded in concrete and masonry |
| TBD | Installation of adhesive (epoxy) connections                          |
| TBD | Placement of pile concrete and reinforcement                          |
| TBD | Pile driving                                                          |
| TBD | Site grading, road and parking phase                                  |
| TBD | Trench backfill                                                       |

**SECTION****GEOTECHNICAL TESTING/INSPECTION**

|     |               |
|-----|---------------|
| TBD | Soils testing |
|-----|---------------|

**SECTION****ENVIRONMENTAL TESTS**

|     |                                               |
|-----|-----------------------------------------------|
| TBD | Construction noise monitoring                 |
| TBD | Storm water runoff sampling                   |
| TBD | Air quality monitoring within occupied spaces |

- F. Test and Inspection Reports: After each inspection and test, one copy of report shall be promptly submitted to Division of State Architect, District's Representative, the Design-Build Entity and/or any other consultant District designates and any agency having jurisdiction (if required by Code).
1. Reports shall clearly identify the following:
    - a. Date issued.
    - b. Project name and number.
    - c. Identification of product and Specifications Section in which Work is specified.
    - d. Name of inspector.
    - e. Date and time of sampling or inspection.
    - f. Location in Project where sampling or inspection was conducted.
    - g. Type of inspection or test.
    - h. Date of test.
    - i. Results of tests.
    - j. Comments concerning conformance with Contract Documents and other requirements.

## **TESTING AND INSPECTION**

2. Test reports shall indicate specified or required values and shall include statement whether test results indicate satisfactory performance of products.
  3. Samples taken but not tested shall be reported.
  4. Test reports shall confirm that methods used for sampling and testing conform to specified test procedures.
  5. When requested, testing and inspection agency shall provide interpretations of test results.
- G. Design-Build Entity Responsibilities in Inspections and Tests:
1. Unless specified otherwise, notify Inspector, District's Representative, or any other consultant District designates and independent testing and inspection agencies 48 hours in advance of expected time of each test and inspection, and for all other operations requiring inspection and testing services, by submitting Design-Build Entity's inspection request in writing (or, if District provides a specific form, on that form).
    - a. When tests or inspections cannot be performed after such notice, reimburse District for testing and inspection agency personnel and travel expenses incurred due to Design-Build Entity's negligence.
  2. Deliver to laboratory or designated location, adequate samples of materials proposed to be used that require advance testing, together with proposed mix designs.
  3. Cooperate with Inspector, District's Representative, or any other consultant District designates, and District's consultants. Provide access to Work areas and off-Site fabrication and assembly locations, including during weekends and after normal Work hours.
  4. Provide incidental labor and facilities to provide safe access to Work to be tested and inspected, to obtain and handle samples at the Site or at source of products to be tested, and to store and cure test samples.
  5. Provide, at least 15 Days in advance of first test or inspection of each type, a schedule of tests or inspections indicating types of tests or inspections and their projected scheduled dates.

### **1.9 ADDITIONAL TESTING AND INSPECTION**

- A. If initial tests or inspections made by the Inspector or District's Representative, or any other consultant District designates reveal that materials do not comply with Title 24, California Code of Regulations or with the Contract Documents, or if District has reasonable doubt that materials do not comply with Title 24, California Code of Regulations or with Contract Documents, additional tests and inspections shall be made as directed.
1. If additional tests and inspections establish that materials comply with Contract Documents, District shall pay all costs for such tests and inspections.
  2. If additional tests and inspections establish that materials do not comply with Contract Documents, all costs of such tests and inspections shall be deducted from Contract Sum.
  3. If Work requiring inspection is covered by follow-on or follow-up Work before it is inspected, uncover Work so proper inspections can be performed. All costs of such tests and inspections shall be deducted from Contract Sum.

### **1.10 PROJECT INSPECTION CARDS**

- A. The Inspector of Record shall post the DSA 152 Project Inspection Cards electronically to the DSA box. The information in the forms shall always be current. In addition, the Inspector of Record shall:
1. Immediately, upon request, make the form available for review by any parties involved in the construction.
  2. Include a current copy of the forms any time he/she submits a Verified Report (form DSA 6- PI). Upon request, provide a current copy of the forms to the DSA, the District/State agency, or the design professional in general responsible charge.
- B. Duties of the Design-Build Entity related to the use of form DSA 152 are as follows:



**TESTING AND INSPECTION**

1. The Design-Build Entity shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.
2. If at any time it is discovered that work is being done which is not in accordance with the DSA approved construction documents, the Design-Build Entity shall correct the work immediately
3. Verify that forms DSA 152 are issued for the project prior to the commencement of construction.
4. Meet with the design team, the Laboratory of Record and the Inspector of Record to mutually communicate and understand the testing and inspection program and the methods of communication appropriate for the project.
5. Notify the Inspector of Record, in writing, of the commencement of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or other agreed upon written documents) to the Inspector of Record.
6. Notify the Inspector of Record of the completion of construction of each and every aspect of the work by submitting form DSA 156 (or other agreed upon written documents) to the Inspector of Record.
7. Consider the relationship of the signed off blocks and sections of the form DSA 152 and the commencement of subsequent work. Until the Inspector of Record has signed off applicable blocks and sections of the form DSA 152, the Design-Build Entity may be prohibited from proceeding with subsequent construction activities that cover up the unapproved work. Any subsequent construction activities, that cover up the unapproved work, will be subject to a “Stop Work Order” from the DSA or the district and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

END OF DOCUMENT

**TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Document Includes:
  - 1. Temporary Electricity
  - 2. Temporary Communications
  - 3. Temporary Water
  - 4. Fences
  - 5. Protection of Public and Private Property
  - 6. Temporary Sanitary Facilities
  - 7. Temporary Barriers and Enclosures
  - 8. Water Control
  - 9. Pollution Control
  - 10. Construction Aids
  - 11. Erosion Control
  - 12. Noise Control
  - 13. Traffic Control
  - 14. Removal of Temporary Facilities and Controls

**1.2 TEMPORARY ELECTRICITY**

Design-Build Entity shall provide and maintain electrical power at the Site for construction purposes and for Design-Build Entity's and trailers and any other site offices or trailers required by the District in the Contract Documents to be provided by Design-Build Entity. Power may be obtained from District, but Design-Build Entity must provide all necessary wiring and appurtenances for connection to District's system.

**1.3 TEMPORARY COMMUNICATIONS**

Provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Design-Build Entity shall provide, maintain and pay for a high speed internet service (such as DSL) at the Site.

**1.4 TEMPORARY WATER**

- A. Provide and maintain- suitable quality water service required for construction operations.
- B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Design-Build Entity. Design-Build Entity shall be allowed to utilize water from the District for domestic uses. Water shall not be provided for dust control or street cleaning. District does not guarantee availability of this water. There will be no charge to Design-Build Entity for water used. Design-Build Entity shall furnish necessary pipe, hose, nozzles and tools and perform all necessary labor. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants; in no case shall pipe wrenches be used for this purpose.

**1.5 FENCES**

- A. All existing fences affected by the Work shall be maintained by Design-Build Entity until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the period the fence may be left relocated or

## **TEMPORARY FACILITIES AND CONTROLS**

dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use. Locks shall be 'daisy chained' and District shall be given any code or keys to site locks to enter site.

- B. On completion of the Work across any tract of land, Design-Build Entity shall restore all fences to their original or to a better condition and to their original locations.

### **1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY**

- A. Design-Build Entity shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.
- B. Design-Build Entity 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 Design-Build Entity or Subcontractors. Design-Build Entity shall 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.
- C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

### **1.7 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required temporary buildings with sanitary toilets and hand wash stations for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.
- B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Design-Build Entity shall enforce the use of such sanitary facilities by all personnel at the Site.
- C. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction; maintain in a sanitary condition at all times.
- D. Design-Build Entity shall keep sanitary facilities free from graffiti.

### **1.8 TEMPORARY BARRIERS AND ENCLOSURES**

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

### **1.9 WATER CONTROL**

- A. Grade Site to drain.
- B. Maintain excavations free of water.
- C. Protect Site from puddling or running water.
- D. Provide water barriers as required to protect Site from soil erosion.
- E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

## **TEMPORARY FACILITIES AND CONTROLS**

- F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Design-Build Entity's operations. Provide sediment tanks and other features to avoid increased runoff, to protect District's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.

### **1.10 POLLUTION CONTROL**

- A. Design-Build Entity shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse 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 not be increased by the Project during or following construction.
- B. The Design-Build Entity shall design and implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.
- C. In the event that dewatering of excavations is required, Design-Build Entity shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Design-Build Entity shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

### **1.11 CONSTRUCTION AIDS**

- A. Design-Build Entity shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs.

### **1.12 EROSION CONTROL**

- A. Design-Build Entity 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.
- B. 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 and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

### **1.13 NOISE CONTROL**

- A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.
- B. Design-Build Entity shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During

## **TEMPORARY FACILITIES AND CONTROLS**

construction activities on or adjacent to occupied buildings, and when appropriate, Design-Build Entity shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

- C. Ensure and provide certification to District that all construction equipment and vehicles used for the Work are:
  - 1. Maintained in good mechanical condition
  - 2. Equipped with properly installed engine mufflers

### **1.14 TRAFFIC CONTROL**

The school campus is an active site, with vehicular and pedestrian traffic occurring at all times of the day and all days of the week. Design-Build Entity shall coordinate with District's Representative all traffic associated with the construction, including without limitation delivery and mail trucks, in order to minimize disruption to school operations. Delivery trucks and large equipment shall enter the Design-Build Entity's access gate and shall use the route mutually agreed upon between District and Design-Build Entity at the beginning of each phase of work. Design-Build Entity shall provide signs directing construction and delivery traffic to this gate. Sign types and locations shall be reviewed by the District's Representative.

Traffic control plan to be submitted for District approval. Provide appropriate personnel to control traffic.

### **1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS**

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

## **PART 2 PRODUCTS – NOT USED**

## **PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**FIELD OFFICES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions;
- B. Special Conditions; and
- C. Temporary Facilities and Controls.

**1.02 SECTION INCLUDES:**

- A. Requirements for Field Offices and Field Office Trailers.

**1.03 SUMMARY:**

- A. General: Contractor shall provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract fully equipped and ready for use within fourteen (14) days of the Notice-to-Proceed.
- B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.
- C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.
- D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.
- E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

**1.04 SUBMITTALS:**

- A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.

- B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.
- C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.
- F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

### **1.05 QUALITY ASSURANCE**

- A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.
- B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.
- C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.
- D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.
- E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

### **1.06 REGULATORY REQUIREMENTS**

- A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.

- B. California Building Standards Code ("CBSC").
- C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").
- D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

## **PART 2 – PRODUCTS**

### **2.01 FIELD OFFICE TRAILER**

- A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.
- B. Manufacturers: Mobile Modular; The Space Place, Inc.; or equal.
- C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper tamperproof locks, and other proper and tamperproof security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract. Provide 8-foot minimum ceiling height. Provide two separate offices (minimum 120 square feet), a workroom/meeting room (minimum 240 square feet).
  - (1) Nominal Trailer Size: Six (600) square feet, minimum.
  - (2) Stairs, Platform: Properly finished stairs, platforms, and ramps.
  - (3) Doors: Two (2), three (3) foot wide exterior doors with tamperproof locksets; finished ramp, steps, and entry platform at each exterior door.
  - (4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.
  - (5) HVAC: Heating and air conditioned space set by thermostat.



- (6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.
- (7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.
- (8) Telephones/Internet and Telephone/Internet Outlets: Two (2) telephone & internet lines wired, connected to telephone & internet utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.
- (9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.

## **2.02 FIELD OFFICE TRAILER ITEMS**

- A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:
  - (1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.
  - (2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk. Conference room table to accommodate ten (10) people.
  - (3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk. Ten (10) chairs for conference room table.
  - (4) Waste Baskets: Two (2) waste baskets, one at each desk.
  - (5) Water : Drinking water and dispenser with hot & cold water for the duration of the contract.
- B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
  - (1) File cabinet: One (1); four (4) drawer; lateral; steel locking.
  - (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.

- (3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.
- (4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
- (5) Plan Rack: One (1) wheel mounted plan rack.
- (6) Waste Baskets: One (1) large waste basket.
- (7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
- (8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:
  - (a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.
  - (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.
  - (c) Print, send/receive facsimile from any connected workstation.
  - (d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.
  - (e) Print Speed: Twenty (20) pages per minute, minimum.
  - (f) Copies: Twenty (20) copies per minute, minimum.
  - (g) Document Handler: Forty (40) sheet, minimum
  - (h) Collator: Forty (40) bin, minimum, with stapling.
  - (i) Duplexing: Capable.
  - (j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches. Paper to be supplied by contractor for duration of project.
  - (k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.

- (l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
- (m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.
- (n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
- (o) Halftone: Sixty-four (64) levels.
- (p) Redial: Automatic and Manual.
- (9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:
  - (a) Unlimited Service Calls.
  - (b) Same Day Response.
  - (c) All parts, labor, preventative maintenance and mileage.
  - (d) All chemicals, such as toner, fixing agent, and the like for duration of construction.
  - (e) System training and setup.
- (10) Portable Toilets: No less than Two (2) and as required by labor regulations; each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.
  - (a) Location: As directed by District.
  - (b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
  - (c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the

installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.

## **2.03 UTILITY AND SERVICES**

- A. Telephone and Internet Service: Contractor shall provide and interface the entire telephone and internet service, and shall properly and timely pay for telephone and internet service for District's use.
- B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

## **2.04 FINISHES**

- A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
- B. Finish: Color as selected by District from manufacturer standard palette.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.
- B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District. Utility survey shall be completed for any underground work by contractor.
- C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.

- D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.
- E. Location: As directed by District.
- F. Fire Resistance: Construct and install in accordance with UL requirements.
- G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.
- H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.
  - (1) Frequency: Two (2) times per week, minimum.
- I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT

**PROJECT IDENTIFICATION AND SIGNS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Section Includes:
  - 1. Project identification signs
  - 2. Bronze plaque
  - 3. Maintenance
  - 4. Removal
- B. Related Sections
  - 1. Section 01 10 00: Summary of Work
  - 2. Section 01 32 19: Submittal Procedures

**1.2 QUALITY ASSURANCE**

- A. Design project identification signage and structure(s) to withstand 50 miles/hr wind.
- B. Sign Manufacturer/Maker: Experienced as a professional signage company for a minimum of five years.
- C. Project identification signs shall be constructed of new materials.
- D. Finishes: Adequate to withstand weathering, fading, and chipping for duration of construction.

**1.3 SUBMITTALS**

- A. Submit shop drawings under provisions of Section 01 32 19 - Submittal Procedures.
- B. Show content, layout, lettering style, lettering size, and colors. Make sign and lettering to scale, clearly indicating condensed lettering, if used.
- C. Show proposed location(s) for signage.

**PART 2 PRODUCTS**

**2.1 DESIGN-BUILD ENTITY-PROVIDED PLYWOOD PROJECT IDENTIFICATION SIGNAGE**

- A. Provide two painted signs, 48 sq. feet, bottom of signage no less than 4 feet above ground.
- B. Content and composition:
  - 1. Wording and graphic as defined by District
  - 2. CM's name and number for more information or emergency response.
  - 3. URL and telephone number of the Facilities Department.
  - 4. Name of Project.
  - 5. Name of District and name of School, including logos.
  - 6. Names and roles of Architect and any consultants specified by District.
  - 7. Name of Prime Contractor.

**PROJECT IDENTIFICATION AND SIGNS**

8. New construction projects shall include Architect's artistic rendering of the building(s).
9. Graphic Design, Colors, Style of Lettering: to be determined in coordination with District's Representative.
- C. Sign Materials
  1. Structure and Framing: New, wood, structurally adequate.
    - a) Sign Posts: Use 4-inch by 4-inch pressure treated wood posts, 9 feet long for skid mounting and 12 feet long minimum for in-ground mounting.
    - b) Skid Bracing: 2-inch by 4-inch wood framing material.
    - c) Skid Members: 2-inch by 6-inch wood framing material.
  2. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum  $\frac{3}{4}$  - inch thick, no joints. Use full-size 4-foot by 8-foot sheet
  3. Rough Hardware: Galvanized steel fasteners
    - a) Use 1/2-inch by 5-1/2-inch button head carriage bolts to attach sign to posts.
    - b) Secure with nuts and flat head washers.
    - c) Cover button heads with white reflective film or paint to match sign background.
  4. Paint and Primers: Exterior quality, two coats.
    - a) White paint used to prime surfaces and to resist weathering shall be an industrial grade, fast-drying, oil-based paint with gloss finish.
    - b) Paint all sign surfaces with this weather-protective paint prior to adding any adhesive applications.
    - c) Sign background of color as selected.
    - d) Lettering of contrasting colors as selected.

**2.2 DESIGN-BUILD ENTITY-PROVIDED LAMINATED PROJECT IDENTIFICATION SIGNAGE**

- A. Design-Build Entity will provide and install additional poster-sized, laminated signs, approximately 12 sq. feet, as needed on construction site fencing to supplement the plywood signs.
- B. Content and composition of signage to match plywood signs or as directed by District.
- C. Sign Materials
  1. Poster paper, laminated. Metal grommets at each corner, for mounting.
  2. Mounting Hardware:
    - a) Use plastic tie wraps to secure the signage to the construction site perimeter chain link fence, at location(s) to be identified by Owner's construction manager.
    - b) Use clear tape to secure the signage to surfaces where tie wraps will not work.

**2.3 BRONZE PLAQUE**

**PROJECT IDENTIFICATION AND SIGNS**

- A. Provide one bronze plaque, installed on building exterior, exact location to be determined by District when shop drawing is submitted for review. Anchor studs shall be concealed on back of plaque. Size: ¾” thick x 24” x 20” with ½” radius corners. Raised letters.
- B. Content and composition:
  - a. An inspirational quote, not to exceed 250 characters.
  - b. Name of Project.
  - c. Date.
  - d. Name of School and/or District.
  - e. Names of members of the Board of Trustees.
  - f. Name and title of one School Principal.
  - g. Name and title of one District Superintendent.
  - h. Name and roles of Architect and Contractor, or Design-Builder.
  - i. Graphic Design, Style of Lettering: to be determined in coordination with District’s Representative.
- C. Sign Materials: Plaque shall be solid bronze.

**PART 3 EXECUTION**

**3.1 INSTALLATION**

- A. Plywood Project Identification Signage
  - a. Install project identification signage within twenty-one (21) days after date of Notice to Proceed.
  - b. Place signs at locations as directed by the District representative. The District representative will provide sign placement instructions at the preconstruction meeting.
    - i. Position the sign in such a manner as to be fully visible and readable to the general public.
    - ii. Erect sign level and plumb.
  - c. Post-mounted signs are preferred, but skid-mounted signs are allowed, especially for projects with noncontiguous locations where work progresses from one location to another. The skid structure shall be designed so that the sign will withstand a 60-mile-per-hour wind load directly to the face or back of the sign. Use stakes, straps, or ballast. Approval of the use of skid-mounted signs shall not release the Contractor from responsibility of maintaining project identification signage on the project site and shall not make the District responsible for security of such signs.
- B. Laminated Project Identification Signage
  - a. Install project identification signage within twenty-one (21) days after date of Notice to Proceed.
  - b. Place signs at locations as directed by the District representative. The District representative will provide sign placement instructions at the preconstruction meeting.



**PROJECT IDENTIFICATION AND SIGNS**

- i. Position the sign in such a manner as to be fully visible and readable to the general public.
  - ii. Erect sign level and plumb.
- C. Bronze Plaque
  - a. Install backing to support bronze plaque on building exterior wall.
  - b. Use decorative finish hardware or fully concealed hardware, as directed by Architect.

**3.2 MAINTENANCE AND REMOVAL OF PROJECT IDENTIFICATION SIGNAGE**

- A. Project identification signs shall be maintained to present a clean and neat look throughout the project duration. Maintain signs and supports, keep clean, repair deterioration and damage.
- B. Remove signs, framing, supports and foundations at completion of Project and restore the area to a condition equal to or better than before construction.

END OF DOCUMENT

**PRODUCT REQUIREMENTS**

**PART 1 GENERAL**

**1.1 DOCUMENT INCLUDES**

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

**1.2 PRODUCTS**

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

**1.3 PRODUCT OPTIONS AND SUBSTITUTIONS**

- A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 00 43 25 (Substitution Request Form) submittal as provided in Document 00 11 19 (Request for Proposals). For “or equal” items, it is the Design-Build Entity’s responsibility to demonstrate that the items meet all of the requirements by following the Request for Substitution process.
- B. Design-Build Entity’s Options:
  - 1. For products specified only by reference standard: Select any product meeting that standard.
  - 2. For products specified by naming one or more products or manufacturers:
    - a. Select products of any named manufacturer meeting specifications.
    - b. If product becomes unavailable due to no fault of Design-Build Entity, submit Request for Substitution (RFS), including all information contained in this Document 01 60 00 and a fully executed Document 00 43 25 (Substitution Request Form), but using the term ”Design-Build Entity” each place the term ”Bidder” appears in that form.
- C. Substitutions:
  - 1. Except as provided in Document 00 11 19 (Request for Proposal) with respect to “or equal” items, District will consider Design-Build Entity’s substitution requests only when product becomes unavailable due to no fault of Design-Build Entity. Requests for review of proposed substitute items will not be accepted from anyone other than Design-Build Entity. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Design-Build Entity’s achievement of Substantial Completion on time, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with District for work on the Project).
  - 2. Submit separate RFS (and nine copies) for each product and support each request with:
    - a. Product identification.
    - b. Manufacturer’s literature.
    - c. Samples, as applicable.
    - d. Name and address of similar projects on which product has been used, and dates of installation.
    - e. Name, address, and telephone number of manufacturer’s representative or sales engineer.
    - f. For construction methods: Detailed description of proposed method; drawings illustrating methods.

**PRODUCT REQUIREMENTS**

3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.
4. State whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design of the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty. Submit data relating to changes in construction schedule.
5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by District in evaluating the proposed substitute. District may require Design-Build Entity to furnish additional data about the proposed substitute.
6. District will not consider substitutions for acceptance (or, in District's sole discretion, District may make Design-Build Entity solely responsible for all resulting costs, expenses and other consequences) when a substitution:
  - a. Results in delay meeting construction Milestones or completion dates.
  - b. Is indicated or implied on submittals without formal request from Design-Build Entity.
  - c. Is requested directly by Subcontractor or supplier.
  - d. Acceptance will require substantial revision of Contract Documents.
  - e. Disrupts Design-Build Entity's job rhythm or ability to perform efficiently.
7. Substitute products shall not be ordered without written acceptance of District.
8. District will determine acceptability of proposed substitutions and reserve right to reject Proposals due to insufficient information.
9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.
- D. Design-Build Entity's Representation and Warranty:
  1. Design-Build Entity's RFS constitute a representation and warranty that Design-Build Entity:
    - a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
    - b. Will provide the same warranty for substitution as for specified product.
    - c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
    - d. Waives claims for additional costs which may subsequently become apparent.
    - e. Will compensate District for additional redesign costs associated with substitution.
    - f. Will be responsible for Construction Schedule slippage due to substitution.
    - g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by District.
- E. Will compensate District for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late requests for substitutions or late ordering of products Liability of Substitutions
  - a. Performance of substitution must be equal to item specified. If the substituted item fails to perform according to the specifications, replace with the originally specified item without extra compensation on request of the Architect any time within the guarantee period.
  - b. The Design-Build Entity is responsible for the cost of any changes to other trades and additional Architectural and Consulting fees resulting from approved substitutions in mechanical equipment.
  - c. The Design-Build Entity assumes full responsibility that alternate items and procedures

## **PRODUCT REQUIREMENTS**

will meet the project requirements and is responsible for cost of redesign and of modifications to this and other parts of work caused by alternate items furnished under work in this Document. In view of these responsibilities, it is the purpose of these specifications to establish procedures to ensure that the Contract has considered all the ramifications of proposed alternates before submitting them for review. Submittals which do not comply with the requirements of these specifications or which indicate proposed alternates that were selected without proper regard to the requirements of the project will not be approved. No more than one proposed alternate will be considered for each item.

- d. Alternate items installed without Engineer's approval will be replaced with specified items at Design Build Entity's expense.
- F. District's Duties:
  - 1. Review Design-Build Entity's RFS with reasonable promptness.
  - 2. Notify Design-Build Entity in writing of decision to accept or reject requested substitution.
- G. Administrative Requirements:
  - 1. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Design-Build Entity's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements or both. Provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Sum or Contract Time, and as a part of substitution Proposal.

### **1.4 PRODUCT DELIVERY REQUIREMENTS**

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

### **1.5 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.
  - 1. 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.
  - 2. Grease and lubricating oil shall be applied to all bearings and similar items.
- B. Shipping. 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.

### **1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

- A. Store products only in staging area per provisions of Document 01 10 00 (Summary of Work).
- 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.

**PRODUCT REQUIREMENTS**

- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Without limiting the foregoing:
  - 1. Design-Build Entity 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 Contract Documents. These requirements also apply to any subsuppliers 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 (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 spalling 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, geomembranes, 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 weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.
  - 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 by Design-Build Entity.
  - 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, Design-Build Entity 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 Design-Build Entity at the time of acceptance.
  - 8. Equipment and materials shall not show 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 packaging of spare units and spare parts shall be 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 than does not damage the equipment.

**PART 2 PRODUCTS - NOT USED.**

**PART 3 EXECUTION - NOT USED.**

DOCUMENT 01 60 00

**PRODUCT REQUIREMENTS**

END OF DOCUMENT

**FIELD ENGINEERING**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

**1.02 REQUIREMENTS INCLUDED:**

- A. Design-Build Entity shall provide and pay for field engineering services required for the Project, including, without limitations:
  - (1) Survey work required in execution of the Project.
  - (2) Civil or other professional engineering services specified, or required to execute Design-Build Entity's construction methods.

**1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:**

- A. Design-Build Entity shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

**1.04 SURVEY REFERENCE POINTS:**

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Design-Build Entity shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Design-Build Entity shall:
  - (1) Make no changes or relocation without prior written notice to District and Architect.

**FIELD ENGINEERING**

- (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.

**1.05 RECORDS:**

- A. Design-Build Entity shall maintain a complete, accurate log of all control and survey work as it progresses.

**1.06 SUBMITTALS:**

- A. Design-Build Entity shall submit name and address of Surveyor and Professional Engineer to District prior to its/their work on the Project.
- B. On request of District, Design-Build Entity shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Design-Build Entity shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

**PART 2 – PRODUCTS**

Not Used.

**PART 3 - EXECUTION**

- 3.01 Design-Build Entity is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.
- 3.02 Design-Build Entity is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT



**CUTTING AND PATCHING**

**1. PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

**1.02 CUTTING AND PATCHING:**

- A. Design Build Entity shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
  - (1) Make several parts fit together properly.
  - (2) Uncover portions of Work to provide for installation of ill-timed Work.
  - (3) Remove and replace defective Work.
  - (4) Remove and replace Work not conforming to requirements of Contract Documents.
  - (5) Remove Samples of installed Work as specified for testing.
  - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

**CUTTING AND PATCHING**

- (7) Attaching new materials to existing remodeling areas - including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Design Build Entity shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- C. Design Build Entity shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

**1.03 SUBMITTALS:**

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Design Build Entity shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
  - (1) The Work of the District or other trades.
  - (2) Structural value or integrity of any element of Project.
  - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
  - (4) Efficiency, operational life, maintenance or safety of operational elements.
  - (5) Visual qualities of sight-exposed elements.
- B. Design Build Entity's Request shall also include:
  - (1) Identification of Project.
  - (2) Description of affected Work.
  - (3) Necessity for cutting, alteration, or excavations.

**CUTTING AND PATCHING**

- (4) Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
- (5) Description of proposed Work:
  - (a) Scope of cutting, patching, alteration, or excavation.
  - (b) Trades that will execute Work.
  - (c) Products proposed to be used.
  - (d) Extent of refinishing to be done.
- (6) Alternates to cutting and patching.
- (7) Cost Proposal, when applicable.
- (8) The scheduled date the Design Build Entity intends to perform the Work and the duration of time to complete the Work.
- (9) Written permission of other trades whose Work will be affected.

**1.04 QUALITY ASSURANCE:**

- A. Design Build Entity shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Design Build Entity 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.

**1.05 PAYMENT FOR COSTS:**

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project

**CUTTING AND PATCHING**

Inspector(s), Engineers, and Agents, will be paid by Design Build Entity and/or deducted from the Contract by the District.

- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Design Build Entity shall provide written Cost Proposals prior to proceeding with cutting and patching.

**PART 2 - PRODUCTS**

**2.01 MATERIALS:**

- A. Design Build Entity shall provide for replacement and restoration of Work removed. Design Build Entity shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Design Build Entity 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 the performance of the Work.

**PART 3 – EXECUTION**

**3.01 INSPECTION:**

- A. Design Build Entity 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, Design Build Entity shall inspect conditions affecting installation of new products.
- B. Design Build Entity shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

**3.02 PREPARATION:**

**CUTTING AND PATCHING**

- A. Design Build Entity shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Design Build Entity shall provide devices and methods to protect other portions of Project from damage.
- C. Design Build Entity 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. Design Build Entity shall keep excavations free from water.

**3.03 ERECTION, INSTALLATION AND APPLICATION:**

- A. With respect to performance, Design Build Entity shall:
  - (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
  - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
  - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage to settlement.
- B. Design Build Entity shall employ original installer or fabricator to perform cutting and patching for:
  - (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
  - (2) Sight-exposed finished surfaces.
- C. Design Build Entity shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- D. Design Build Entity shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Design Build Entity shall conform to all Code requirements for penetrations or the Drawings and Specifications,

**CUTTING AND PATCHING**

whichever calls for a higher quality or more thorough requirement. Design Build Entity shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

- E. Design Build Entity shall restore Work which has been cut or removed. Design Build Entity shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Design Build Entity shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

**CLEANING**

**MPART 1 GENERAL**

**1.1 DOCUMENT INCLUDES**

- A. Progress Cleaning
- B. Final Cleaning

**1.2 PROGRESS CLEANING**

- A. Design-Build Entity shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
- B. Where required, Design-Build Entity shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
- C. Design-Build Entity shall keep all streets clean and free of dust, mud, and debris resulting from Design-Build Entity's operations. Daily cleanup throughout the job will be necessary as Design-Build Entity progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Design-Build Entity shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
- D. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner's written request excepted).
- E. Disposal of Materials:
  - 1. As part of the scope of Work included within the Contract Sum, Design-Build Entity shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
  - 2. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Design-Build Entity in accordance with applicable local, state, and federal regulations.
  - 3. Design-Build Entity is cautioned that the County of Santa Clara and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
  - 4. Design-Build Entity shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
  - 5. The Design-Build Entity shall estimate, log and submit regular reports to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Documentation requirements including the nature of materials, destination, volume and tonnage, shall be submitted as follows:
    - a. Up-to-date copies of the Waste Reporting Log (Exhibit A of this Document 01 74 00) shall be submitted with each payment application per Document 01 29 00 (Payments and Completion) paragraph 1.7.C.8.
    - b. The Design-Build Entity shall submit a cumulative report summarizing the nature of materials, destination, volume and tonnage of materials disposed for the preceding calendar year to the District's Representative by January 31st of each year or at the end of the project as part of the contract closeout.
- F. All excess soil from performance of Work shall be disposed at sites to be chosen by Design-Build Entity in accordance with applicable local, state, and federal regulations. If Design-Build Entity elects to dispose of soil on any private property, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to District. Design-Build Entity 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 will be required releasing Design-Build Entity, Santa Clara County, District and any District consultant from future liability.
- G. If Design-Build Entity does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

**CLEANING**

- H. Design-Build Entity will take care to mitigate dust during interior renovation activities through proper use of dust controls. Dust controls will include, but not be limited to: dust barricades, walk-off mats, negative air machines and daily custodial clean-up employed by the Contract and at not additional cost to the District

**1.3 FINAL CLEANING**

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

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

WASTE REPORTING LOG FOLLOWS ON NEXT PAGE



**CLEANING**

EXHIBIT A

## WASTE REPORTING LOG

**EC Adult Transition Program North**

**To: The East Side Union High School District**  
**Attention: Jeremy Bright**  
**830 North Capitol Ave, San Jose, CA 95133**  
**Telephone: 408-347-5107**

**From:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

| DISPOSAL<br>DATE | NATURE OF<br>MATERIALS<br>DISPOSED | DESTINATION | VOLUME | TONNAGE | %<br>RECYCLED |
|------------------|------------------------------------|-------------|--------|---------|---------------|
|                  |                                    |             |        |         |               |
|                  |                                    |             |        |         |               |
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## DOCUMENT 01 74 00

### **CLEANING**

- Per Section 01 29 00 (Payments and Completion) paragraph 1.7.C.8. a current and up-to-date copy of this log is to be submitted with each Application for Payment.
- Per Section 01 74 00 (Cleaning) paragraph 1.2.E.5 a summary report for each calendar year shall be submitted to the District's Representative by January 31<sup>st</sup> of each year or at the end of the project as part of the contract closeout. The data shall be summarized by 'Nature of Materials Disposed' and 'Destination' for the entire calendar year.

**CONTRACT CLOSEOUT**

**PART 1 GENERAL**

**1.1 SUMMARY**

A. Section Includes:

1. Description of contract closeout procedures including:
  - a. Removal of Temporary Construction Facilities
  - b. Substantial Completion
  - c. Final Completion
  - d. Final Cleaning
  - e. Project record documents
  - f. Design-Build Entity shall comply with all applicable requirements in Section 01 78 39 (Project Record Documents).
  - g. Project Guarantee
  - h. Warranties
  - i. DEMONSTRATION AND TRAINING

Design-Build Entity shall comply with all applicable requirements in Section 01 79 00 (Demonstration and Training).

- j. Turn-In
- k. Release of Claims
- l. Fire Inspection Coordination
- m. Building Inspection Coordination
- n. Health Inspection Coordination

**1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES**

- A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.
- C. Restore permanent facilities used during construction to specified condition.
- D. Comply with paragraph 1.12 of Section 01 51 00 (Temporary Facilities and Controls).

**1.3 SUBSTANTIAL COMPLETION**

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

**EAST SIDE UNION HIGH SCHOOL DISTRICT**

**F26-066-001/F35-066-001, EC Adult Transition**

**Program North**

**RFP-15-17-18**

**CONTRACT CLOSEOUT**

**DOCUMENT 01 77 00 - 1**

**CONTRACT CLOSEOUT**

list items due to incompleteness of the Work by Design-Build Entity, Design-Build Entity will reimburse District for costs associated with these visits.

- H. District may enlist Consultants to assist with the above activities.

**1.4 FINAL COMPLETION**

- A. Final Completion occurs when Work meets requirements for District's Final Acceptance. When Design-Build Entity considers Work is Finally Complete, submit written certification that:
1. Design-Build Entity has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
  2. Except for Design-Build Entity maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of District, and are operative.
  3. Work is complete and ready for final inspection.
- B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.
- C. When District's Representative find Work is acceptable and final closeout submittals are complete, District's Representative will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should District determine that Work is incomplete or defective:
1. District promptly will so notify Design-Build Entity, in writing, listing the incomplete or defective items.
  2. Promptly remedy the deficiencies and notify the District when it is ready for reinspection.
  3. When District determines that the Work is acceptable under the Contract Documents, District will request Design-Build Entity to make closeout submittals.
- D. Final adjustments of accounts:
1. Submit a final statement of accounting to District, showing all adjustments to the Contract Sum and complete and execute Document 00 65 73 (Agreement and Release of Any and All Claims).
  2. If so required, District shall prepare a final Change Order for submittal to Design-Build Entity, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.
- E. District may enlist Consultants to assist with the above activities.

**1.5 FINAL CLEANING**

Design-Build Entity shall comply with all applicable requirements in Section 01 74 00 (Cleaning).

**1.6 PROJECT RECORD DOCUMENTS**

Design-Build Entity shall comply with all applicable requirements in Section 01 78 39 (Project Record Documents).

**1.7 PROJECT GUARANTEE**

- A. Requirements for Design-Build Entity's guarantee of completed Work are included in Article 9 of Document 00 71 00 (General Conditions). Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or

**CONTRACT CLOSEOUT**

- workmanship, and perform repair work or replacement required, at Design-Build Entity's sole expense, for period of one year from date of Final Acceptance.
- B. Neither recordation of Final Acceptance nor final certificate for neither payment nor provision of the Contract or partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Design-Build Entity of liability in respect to express warranties or responsibility for faulty materials or workmanship.
  - C. District may make repairs to defective Work as set forth in Document 00 71 00 (General Conditions), paragraph 9.3.
  - D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.
  - E. Nothing in this Section shall be construed to limit, relieve, or release Design-Build Entity's, Subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or Subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this State pertaining to acts of negligence.

**1.8 WARRANTIES**

- A. Execute Design-Build Entity's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Section 01 32 19 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.
  - 1. Provide table of contents and tabbed sections and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
  - 2. Include all contact names and phone numbers for District personnel to call during warranty period.
  - 3. Assemble in Specification Section order.
- B. Submit material prior to final application for payment.
  - 1. For equipment put into use with District's permission during construction, submit within 14 Days after first operation.
  - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- C. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- D. Limitations: Warranties are not intended to cover failures that result from the following:
  - 1. Unusual or abnormal phenomena of the natural elements
  - 2. Vandalism after Substantial Completion
  - 3. Insurrection or acts of aggression including war
- E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- F. Warranty Reinstatement: After correction of warranted Work, warranty for replaced item shall begin on the date that item was corrected or replaced. The warranty on the remaining building will stand as is but the defective item or remedy shall be issued a new warranty with the date it was accepted by the District.
- G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

**CONTRACT CLOSEOUT**

- H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
  - 1. Warranty shall be countersigned by manufacturers.
  - 2. Where specified, warranty shall be countersigned by Subcontractors and installers.
- I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of Final Completion of entire Work except where:
  - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
  - 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
- K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design-Build Entity, to District free from any claim, liens, security interest, or charges, and further agrees that neither Design-Build Entity nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design-Build Entity for their protection or any rights under law permitting persons to look to funds due Design-Build Entity in hands of District.

**1.9 DEMONSTRATION AND TRAINING**

Design-Build Entity shall comply with all applicable requirements in Section 01 79 00 (Demonstration and Training).

**1.10 TURN-IN**

Contract Documents will not be closed out and final payment will not be made until all personnel Identification Media, vehicle permits, keys issued to Design-Build Entity during prosecution of Work, and letters from property owners pursuant to paragraph 1.2.F of Document 01 74 00 (Cleaning) are turned in to District.

**1.11 RELEASE OF CLAIMS**

Contract Documents will not be closed out and final payment will not be made until Document 00 65 73 (Agreement and Release of Any and All Claims) is completed and executed by Design-Build Entity and District.

**1.12 FIRE INSPECTION COORDINATION**

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

**1.13 BUILDING INSPECTION COORDINATION**

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

**CONTRACT CLOSEOUT**

**1.14 HEALTH INSPECTION COORDINATION**

Coordinate health inspections with Santa Clara County Department of Environmental Health for the purpose of obtaining an occupancy certificate (if applicable).

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION – NOT USED**

END OF DOCUMENT

**WARRANTIES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Warranty/Guarantee/Indemnity Information;
- B. Special Conditions.

**1.02 WARRANTIES**

- A. Execute Design-Build Entity's submittals and assemble warranty documents, and installation, operations and maintenance manuals described in Document 01 32 19 (Submittal Procedures), executed or supplied by Subcontractors, suppliers, and manufacturers.
  - 1. Provide table of contents, tabbed for each section and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
  - 2. Include contact names and phone numbers for District personnel to call during warranty period.
  - 3. Assemble in Specification Section order.
- B. Provide all submittals, warranties, and operations and maintenance manuals referenced in paragraph 1.02.A of this Document 01 78 36 in an electronic format acceptable to the District.
- C. Submit material prior to final application for payment.
  - 1. For equipment put into use with District's permission during construction, submit within 14 Days after first operation.
  - 2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.
- D. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.
- E. Limitations: Warranties are not intended to cover failures that result from the following:
  - 1. Unusual or abnormal phenomena of the elements
  - 2. Vandalism after Substantial Completion
  - 3. Insurrection or acts of aggression including war.
- F. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.
- G. After correction of warranted Work, warranty for replaced item shall begin on the date that item was corrected or replaced. The warranty on the remaining building will stand as is but the defective item or remedy shall be issued a new warranty with the date it was accepted by the District.
- H. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.



**WARRANTIES**

- I. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
  - 1. Warranty shall be countersigned by manufacturers.
  - 2. Where specified, warranty shall be countersigned by Subcontractors and installers
- J. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.
- K. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be one year minimum from date of phased Completion of Work except where:
  - 1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
  - 2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.
- L. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by seller or supplier. Design-Build Entity warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with improvements and appurtenances constructed or placed thereon by Design-Build Entity, to District free from any claim, liens, security interest, or charges, and further agrees that neither Design-Build Entity nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Design-Build Entity for their protection or any rights under law permitting persons to look to funds due Design-Build Entity in hands of District.

**PART 2 - PRODUCTS** Not Used.

**PART 3 – EXECUTION** Not Used.

END OF DOCUMENT

**PROJECT RECORD DOCUMENTS**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. Document Includes: Administrative and procedural requirements for Project Record Documents.
- B. Project Record Documents required include:
  - 1. Marked-up copies of Drawings
  - 2. Marked-up copies of Shop Drawings
  - 3. Newly prepared Drawings
  - 4. Marked-up Product Data submittals
  - 5. Field records, such as photographs, for variable and concealed conditions
  - 6. Record information on Work that is recorded only schematically
  - 7. Maintenance forms for major equipment
- C. Specific Project Record Documents requirements that expand requirements of this Document are included in the individual Documents of Divisions 2 through 60.
- D. General Project closeout requirements are included in Document 01 77 00 (Contract Closeout).
- E. Maintenance of Documents and Samples:
  - 1. Store Project Record Documents and Samples in the field office apart from Contract Documents used for construction.
  - 2. Do not permit Project Record Documents to be used for construction purposes.
  - 3. Maintain Project Record Documents in good order and in a clean, dry, legible condition.
  - 4. Make Documents and Samples available at all times for inspection by District.
- F. Dedicate one full size set of the Drawings and one Project Manual for use for recording as-built conditions.

**1.2 PROJECT RECORD DRAWINGS**

- A. Mark-up Procedure: During the construction period, maintain a set of black line prints of Contract Drawings and Shop Drawings for Project Record Documents purposes. Label each document (on first sheet or format page) "PROJECT RECORD" in 2-inch high printed letters. Keep record documents current. The Project Inspector shall review the updated set of drawings monthly prior to approving any payment application. Note: A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not permanently conceal any Work until required information has been recorded.
  - 1. Mark these Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include but are not limited to:
    - a. Dimensional changes to the Drawings
    - b. Revisions to details shown on the Drawings
    - c. Depths of various elements of foundation in relation to main floor level or survey datum
    - d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements
    - e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure
    - f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, and similar items
    - g. Actual numbering of each electrical circuit
    - h. Field changes of dimension and detail
    - i. Revisions to routing of piping and conduits
    - j. Revisions to electrical circuitry
    - k. Actual equipment locations

**PROJECT RECORD DOCUMENTS**

- l. Duct size and routing
    - m. Changes made by Change Order or CCD
    - n. Details not on original Contract Drawings
  2. Mark completely and accurately Project Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.
  3. Mark Project Record Drawing sets with red, erasable colored pencil; use other colors to distinguish between changes for different categories of the Work at the same location.
  4. Mark important additional information that was either shown schematically or omitted from original Drawings.
  5. Note CCD numbers; alternate numbers, Change Order numbers, and similar identification.
  6. Responsibility for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor, or similar entity, is required to prepare the mark-up on Project Record Drawings.
    - a. Accurately record information in an understandable and legible drawing technique.
    - b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.
- B. Preparation of Record Drawings: Immediately prior to inspection for Certification of Substantial Completion, review completed marked-up Project Record Drawings with District, Inspector of Record and Architect of Record to consolidate and ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, in PDF format, of as-built Contract Drawings and Shop Drawings.
  1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and add details and notations where applicable. Identify and date each Drawing; include the printed designation "PROJECT 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.
- C. In addition to requirements of this Document, comply with supplemental requirements of other Divisions 2 through 60.
  1. The Specifications may require the preparation of large scale, detailed layout drawings of the Work of certain Divisions. These layout drawings are not Shop Drawings as defined by Document 00 71 00 (General Conditions), but together with Shop Drawings or layout drawings of all other affected Documents are used to check, coordinate, and integrate the work of the various Documents.
  2. Include these layout drawings as part of the Project Record Documents.

**1.3 PROJECT RECORD SPECIFICATIONS**

- A. During the construction period, maintain one copy of the Project Specifications, including addenda and modifications issued, for Project Record Documents purposes.
- B. Mark the Project Record Specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and Modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive work, and information on concealed installation that would be difficult to identify or measure and record later.
  1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the copy with the proprietary name and model number of the product furnished.
  2. Record the name of the manufacturer, catalog number, supplier and installer, and other information necessary to provide a record of selections made and to document coordination with Project Record Product Data submittals and maintenance manuals.

**PROJECT RECORD DOCUMENTS**

3. Note related Project Record Product Data, where applicable, for each principal product specified, indicate whether Project Record Product Data has been submitted in maintenance manual instead of submitted as Project Record Product Data.
4. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

**1.4 PROJECT RECORD PRODUCT DATA**

- A. During the construction period, maintain one copy of each Project Record Product Data submittal for Project Record Document purposes.
  1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include significant changes in the product delivered to the Site, and changes in manufacturer's instructions and recommendations for installation.
  2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
  3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
  4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.
  5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
  6. Design-Build Entity is responsible for mark-up and submittal of Project Record Product Data for its own Work.
- B. Material, Equipment, and Finish Data:
  1. Provide data for primary materials, equipment and finishes as required under each Specification Section. Submit three (3) hard copy sets and one (1) digital copy on USB prior to final inspection, bound in 8-1/2 inches by 11 inches three-ring binders with durable plastic covers; provide typewritten table of contents for each volume and tabbed sections. Provide project identification information on binder covers and spines.
- C. Arrange by Specification Section number and give names, addresses, and telephone numbers of Subcontractors and suppliers. List:
  - a. Trade names.
  - b. Model or type numbers.
  - c. Assembly diagrams.
  - d. Operating instructions.
  - e. Cleaning instructions.
  - f. Maintenance instructions.
  - g. Recommended spare parts.
  - h. Product data.

**1.5 MISCELLANEOUS PROJECT RECORD SUBMITTALS**

- A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals in connection with various construction activities. Immediately prior to Substantial Completion, complete miscellaneous records and place in good order, properly identified, ready for use and reference. Submit to the District for District's electronic records, in Adobe PDF format. Categories of requirements resulting in miscellaneous records include, but are not limited to, the following:
  1. Field records on excavations and foundations
  2. Field records on underground construction and similar work
  3. Survey showing locations and elevations of underground lines
  4. Invert elevations of drainage piping
  5. Surveys establishing building lines and levels
  6. Authorized measurements utilizing unit prices or allowances
  7. Records of plant treatment

**PROJECT RECORD DOCUMENTS**

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

**1.6 INSTALLATION, OPERATIONS AND MAINTENANCE MANUALS**

- A. The Design-Build Entity shall compile O&M manuals for every piece of equipment and building operating or electrical system, commissioned or not, with the following formats:
  1. Quantity: as specified in Document 01 32 19 (Submittal Procedures), Paragraph 1.2.R.3 (unless more are required by the technical specifications).
  2. Hard Media Format:
    - (a) Size: 8½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
    - (b) Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
    - (c) Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
    - (d) Binder titles: Include the following title on front and spine of binder:

**WCO OVERFELT HIGH SCHOOL MUSIC, ART, ADMINISTRATION NEW  
BUILDING & CENTRAL QUAD MODERNIZATION**
    - (e) Sheet Size: 8½ x 11 inch
    - (f) Drawing Size: Reduce drawings or diagrams to a 11x17 inch size. However, where reduction is not practical to ensure readability and maintain scale, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
    - (g) Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tag sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.
  - (h) Contents
    - (1) Title page, which shall be a duplicate of front binder title
    - (2) Table of Contents
    - (3) Equipment Sections and Sub sections
      - (i) Contractor. The first page behind the equipment tab shall be the contractor's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.

**PROJECT RECORD DOCUMENTS**

- (ii) Submittal and Product Data. This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
- (iii) Operation and Maintenance Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
  - 1. Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
  - 2. Installation, startup and break-in instructions.
  - 3. All starting, normal shutdown, emergency shutdown, manual operation and normal and emergency operating procedures and data, including any special limitations.
    - i. Step-by-step procedure for system startup, including a pre-start checklist. Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.
    - ii. Sequence of operation, with detailed instruction in proper sequence, for each mode of operation (i.e., day-night; staging of equipment).
    - iii. Emergency operation: If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure or malfunctioning of components, or other unusual condition.
    - iv. Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.
  - 4. O&M and installation instructions that were shipped with the unit.
  - 5. Preventative and corrective maintenance, with service procedures and schedules:
    - i. Provide a schedule for preventive maintenance in a printed format and an electronic format compatible with District's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.
    - ii. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.
    - iii. Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.
    - iv. Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.
    - v. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.
    - vi. Troubleshooting: Troubleshooting tables, charts, or diagrams shall

**PROJECT RECORD DOCUMENTS**

- be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: malfunction, probable cause and recommended action.
- vii. Repair and Replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.
  - viii. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
  - ix. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagram
6. Safety Precautions: This subsection shall comprise a listing of safety precautions and instructions to be followed before, during and after making repairs, adjustments or routine maintenance.
  7. Manufacturers' brochures (including controls): Manufacturers' descriptive literature covering devices and equipment used in the system, together with illustrations, exploded views and renewal parts lists. Manufacturers' standard brochures and parts list shall be corrected so that information applying to the actual installed equipment is clearly defined.
  8. Supply any special tools required to service or maintain the equipment.
  9. Performance data, ratings and curves.
  10. Warranty and guarantee, which clearly lists conditions to be maintained to keep warranty in effect and conditions that would affect the validity of the warranty.
  11. Any service contracts issued.
- (4) Supplemental Data. Prepare written text and/or special drawings to provide necessary information, where manufacturer's standard printed data is not available and information is necessary for a proper understanding and operation and maintenance of equipment or systems, or where it is necessary to provide additional information to supplement data included in the manual or project documents.
  - (5) Control Diagrams/Drawings. Include the as-built control diagrams/drawings for the piece of equipment and its components, including full points list, full print out of all schedules and set points after testing and acceptance of the system, and copies of all checkout tests and calibrations performed by the Design-Build Entity (not commissioning tests).
  - (6) Specifications. This section is comprised of the component or system specification section copied and inserted complete with all addenda.
  - (7) System Description. This section shall include the individual equipment portion of the overall system Design Basis Narrative.
3. Electronic Media Format: Electronic media format shall be Adobe pdf, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique DVD.
  4. A separate manual or chapter shall be provided for each applicable system as follows where applicable:
    - (a) Chillers
    - (b) Cooling Towers

**PROJECT RECORD DOCUMENTS**

- (c) Boilers
- (d) Pumps
- (e) Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
- (f) Exhaust Fans
- (g) Supply Air Fans (excluding Air Handling Units)
- (h) Plumbing and Drainage Systems/Equipment
- (i) Emergency Generator Systems
- (j) UPS
- (k) Fire Protection Systems
- (l) Fire Alarm System
- (m) Valves and Pipe Specialties (include valve identification chart)
- (n) Variable Frequency Drives (VFD)
- (o) Smoke Control Systems
- (p) Water Treatment System
- (q) Elevator Systems
- (r) Lighting Systems and Controls (interior, exterior and airfield)
- (s) Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
- (t) Lightning Protection and Surge Suppression Systems
- (u) Public Address, Closed Circuit TV, Communication and Telephone Systems
- (v) Security System
- (w) Building Management/Temperature Control System (BMS)
- (x) Fuel System
- (y) Doors and Hardware.
- (z) Power monitoring systems
- (aa) HVAC, Testing Adjusting, and Balancing

**1.7 COMPUTER PROGRAMS**

- A. When any equipment requires operation by computer programs, submit copy of program on appropriate CD or USB, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows 7 or Apple compatible as directed by District . Provide required no less than three licenses to District at no additional cost.

**1.8 DISTRICT'S RECOURSE**

- A. If Design-Build Entity is not able to provide project record documents in specified formats, District and Design-Build Entity shall negotiate a credit back to the District for this work for no less than what is defined in the schedule of values approved by the District.

**PART 2 PRODUCTS – NOT USED**

**PART 3 EXECUTION**

**3.1 RECORDING**

Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement. Construction Manager and IOR will review these as a condition of monthly payment.



**PROJECT RECORD DOCUMENTS**

**3.2 SUBMITTAL**

- A. At completion of Project, deliver Project Record Documents to District, per Document 01 32 19 Submittal Procedures.
- B. Accompany submittal with transmittal letter containing:
  - 1. Date
  - 2. Project title and number
  - 3. Design-Build Entity'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 Design-Build Entity or Design-Build Entity's authorized representative.

END OF DOCUMENT

**DEMONSTRATION AND TRAINING**

PART 1 -GENERAL

1.1 SUMMARY

- A. Document includes administrative and procedural requirements for instructing District's facilities personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.

1.2 RELATED SECTIONS

- A. Other Division 1 Specification Sections.

1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Prior to Startup and Testing submit electronic copy of outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
  - 2. Obtain approval of Architect/Engineers of Record prior to submission to District Representative.

1.4 CLOSEOUT SUBMITTALS

- A. Attendance Record: For each training module, submit list of participants and length of instruction time.
- B. At completion of training, submit complete training manual(s) for District's use PDF electronic file format on compact disc.

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating

## **DEMONSTRATION AND TRAINING**

maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Document 01 40 00 (Quality Requirements), experienced in operation and maintenance procedures and training.

### 1.6 COORDINATION

- A. Coordinate instruction schedule with District Representative. Adjust schedule as required to reasonably accommodate the schedules of participants, minimize disrupting operations and to ensure availability of District's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect/Engineers of Record and District Representative.

## PART 2 -PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instructional program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections, and as specified in Part 3 of this Document "DEMONSTRATION AND TRAINING."
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basic descriptive information for each piece of equipment.
  - 2. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.

**DEMONSTRATION AND TRAINING**

- b. Performance and design criteria if Design-Builder is delegated design responsibility.
- c. Operating standards.
- d. Regulatory requirements.
- e. Equipment function.
- f. Operating characteristics.
- g. Limiting conditions.
- h. Performance curves.
- i. Additional data, as required by Design-Builder's proposed system.
- 3. Documentation: Review, without limitation, the following items in detail:
  - a. Emergency manuals.
  - b. Operations manuals.
  - c. Maintenance manuals.
  - d. Project record documents.
  - e. Identification systems.
  - f. Warranties and bonds.
  - g. Maintenance service agreements and similar continuing commitments.
  - h. Additional data, as required by Design-Builder's proposed system.
- 4. Emergencies: Review, without limitation, the following, as applicable:
  - a. Instructions on meaning of warnings, trouble indications, and error messages.
  - b. Instructions on stopping.
  - c. Shutdown instructions for each type of emergency.
  - d. Operating instructions for conditions outside of normal operating limits.
  - e. Sequences for electric or electronic systems.
  - f. Special operating instructions and procedures.
  - g. Additional instruction, as required by Design-Builder's proposed system.
- 5. Operations: Review, without limitation, the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.

**DEMONSTRATION AND TRAINING**

- j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
  - n. Additional instruction, as required by Design-Builder's proposed system.
6. Adjustments: Review, without limitation, the following, as applicable:
- a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
  - e. Additional instruction, as required by Design-Builder's proposed system.
7. Troubleshooting: Review, without limitation, the following, as applicable:
- a. Diagnostic instructions.
  - b. Test and inspection procedures.
  - c. Additional instruction, as required by Design-Builder's proposed system.
8. Maintenance: Review, without limitation, the following, as applicable:
- a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
  - h. Additional instruction, as required by Design-Builder's proposed system.
9. Repairs: Review, without limitation, the following, as applicable:
- a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.
  - f. Additional instruction, as required by Design-Builder's proposed system.

**DEMONSTRATION AND TRAINING**

**PART 3 -EXECUTION**

**3.1 PREPARATION**

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Document 01 78 23 "Operation and Maintenance Data."
- B. Set up instructional equipment at instructional location.

**3.2 INSTRUCTION**

- A. Facilitator: Engage a qualified facilitator to prepare instructional program and training modules, to coordinate instructors, and to coordinate between Design-Builder and District for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct District's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. District will furnish Design-Builder with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times.
  - 1. Schedule training with District, through District Representative, with at least fourteen days' advance notice.
  - 2. Schedule training to conform to personnel availability at Site and to conclude prior to starting of system.
  - 3. Base duration of training on complexity of system, subsystem or piece of equipment.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess each participant's mastery of module by use of an oral performance-based test.
- F. In addition to technical training, attendees shall be trained on how to provide future

**DEMONSTRATION AND TRAINING**

training for new employees.

- G. Cleanup: Collect excess copies of used and leftover educational materials and remove them from Site. Remove extraneous instructional equipment. Restore systems and equipment to condition existing just before commencing training.
- H. Video Record: A video record of said training shall be provided by the Design-Building Entity to the District on a CD formatted disc.

3.4 DEMONSTRATION AND TRAINING TOPICS

- A. Design-Builder will provide training for District personnel for equipment and systems including, but not limited to, those shown below:
  - 1. Foundation Systems
  - 2. Building Envelope
  - 3. Walls/Floors/Ceilings
  - 4. Finishes
  - 5. Utility Systems
  - 6. HVAC
  - 7. Plumbing
  - 8. Electrical
  - 9. Illumination
  - 10. Fire Suppression
  - 11. Fire Alarm
  - 12. Security
  - 13. Tele/Data Communications
  - 14. Bell Paging
  - 15. Audio Visual
  - 16. Landscape
  - 17. Hardscape
  - 18. Additional equipment and systems that are part of Design-Build Entity's proposed design and not listed above.

END OF DOCUMENT

**SITE STANDARDS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certifications;
- D. Criminal Background Investigation/Fingerprinting Certification
- E. Construction Facilities And Temporary Controls

**1.02 REQUIREMENTS OF EAST SIDE UNION HIGH SCHOOL DISTRICT:**

- A. **Drug-Free Schools:**  
All school sites and other District Facilities have been declared “Drug-Free Zones”.

No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or Design-Build Entity are to use drugs on these sites.

**Design-Build Entity shall ensure that no alcohol, tobacco or tobacco products, firearms, weapons, or controlled substances enter or are used at the Site. Design-Build Entity shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.**

The Design-Build Entity may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.

The Site shall be posted: "Non-Smoking Area" in a highly visible location.



**SITE STANDARDS**

**B. Language:**

Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff or the public will not be allowed.

**C. Disturbing the Peace (Noise and Lighting):**

Design-Build Entity shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use.

Adequate lighting shall be provided by the Design-Build Entity should any project related activity or activities reduce lighting levels from pre-construction levels.

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

**D. Traffic:**

Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the work hours, two (2) or more ground guides shall lead the vehicle across the area of travel. Driving take place across pedestrian paths shall be safely controlled by walking escort. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Design-Build Entity.

The District shall designate a construction entry to the Site. If Design-Build Entity requests, the District determines it is required, and to the extent possible, the District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with the District and at Design-Build Entity's expense.

**SITE STANDARDS**

Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

**E. Conclusion:**

All of the above shall be observed and complied with by the Design-Build Entity and all workers on the Job Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District.

The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT