PROJECT MANUAL

FOR

DRAINAGE CHANNEL REPAIR
VICTOR VALLEY COLLEGE

Victor Valley Community College District

David Brown
ARCHITECT
NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT of San Bernardino County, California, acting by and through its Governing Board, will receive sealed bids for the award of a contract for:

BID F-270, Drainage Channel Repair
Bid Deadline – July 16, 2013 @ 2:00 p.m.

Sealed bids will be received at Frick, Frick & Jetté Architects Office located at 19153 Town Center Drive, Suite 101, Apple Valley, CA 92308 until 2:00 p.m. on July 16, 2013 at which time and place said bids will be publicly opened and read aloud.

All bids shall be made and submitted on the bid form furnished by the District. Each bid must conform with and be responsive to all pertinent bidding and contract documents, copies of which are on file and may be obtained from Frick, Frick & Jetté Architects. Beginning June 25, 2013, prospective bidders may secure a set of said documents from the Architects office located at 19153 Town Center Drive, Suite 101, Apple Valley, CA 92308. There is a $25.00 refundable deposit for plans and specifications. Contractors may get up to four (4) sets.

Each bid shall be accompanied by a Bid Form, Bid Bond, Designation of Subcontractors, Non-Collusion Affidavit, completed Statement of Experience, Certification of Workers’ Compensation, and Certification of Drug-Free Workplace as required by the Information for Bidders. The District reserves the right to reject, as non-responsive, any bid submitted without these forms completed. A payment bond and performance bond will be required prior to the execution of the contract.

Labor Compliance Notice: Bidders are advised that this Contract is a public work for purposes of the California Labor Code, Section 1720 et seq., which requires payment of prevailing wages.

A mandatory pre-bid conference is scheduled for July 9, 2013 at 10:00 a.m. at the Victor Valley College campus Administration Building 10, 18422 Bear Valley Road, Victorville, CA 92395. Please contact Steve Garcia at (760) 245-4271, ext. 2250 or Michelle Messer at ext. 2199 for directions.

Request for Information (RFI) shall be submitted in writing and sent via email to the Project Architect, David Brown, at dbrown@ffj-arch.com.

RFI Deadline July 11, 2013 at 4:00 p.m.
RFI Response July 12, 2013 at 5:00 p.m.
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1. **Preparation and Submittal of Bid Proposal:** The District invites bids on the form of the Bid Proposal attached to be submitted at such time and place as is stated in the Notice Inviting Bids. All blanks in the bid form must be appropriately filled in. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. All bids shall be submitted in sealed envelopes addressed to the District as set forth in the Notice Inviting Bids, bearing on the outside of such sealed envelope, the name of Bidder, Bidder's address, and the name of the project for which the bid is submitted. It is the sole responsibility of the Bidder to see that its Bid Proposal is received in proper time. Bids must be delivered to the District at the location designated in the Notice Inviting Bids and prior to the date and time set forth in said Notice Inviting Bids. Any Bid Proposal not conforming to the requirements of the Notice Inviting Bids or these Instructions for Bidders may be deemed by the District to be non-responsive. Any Bid Proposal received after the scheduled closing time for receipt of bids will not be considered and will be returned to the bidder unopened.

2. **Modifications by Contractor:** Changes to the bid forms not specifically required or permitted may result in rejection of the Bid Proposal as non-responsive. No oral or telephonic modification or withdrawal of any submitted Bid Proposal will be considered. A written modification or written request to withdraw a submitted Bid Proposal may be considered only if the written modification or withdrawal request is actually received by the District prior to the scheduled closing time for receipt, and the public opening of Bid Proposals.

3. **Erasures, Inconsistent, or Illegible Bid Proposals:** Bid Proposals will be rendered non-responsive by erasures, interlineations, or other corrections unless they are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineation, or correction the surname(s) of the person(s) signing the Bid Proposal. If any Bid Proposal or portion thereof is illegible, ambiguous, or inconsistent, the District may reject the Bid Proposal as being non-responsive.

4. **Examination of Site and Contract Documents:** Each Bidder shall, at its sole cost and expense, inspect the Contract Documents and the Site of the proposed work to become fully acquainted with the conditions affecting the work. The failure of any Bidder to inspect the Contract Documents or the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, the Contract, or the work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations, or agreements of its agents, employees, or officers concerning the Contract Documents or the work made prior to execution of the contract. The submission of a Bid Proposal shall be taken as prima facie evidence of the Bidder's full compliance with the foregoing requirements.

5. **Job Walk:** The District will conduct a Job Walk, if any, at the time and place designated in the Notice Inviting Bids. The District may, in its sole and exclusive discretion, elect to conduct Job Walk(s) in addition to that set forth in the Notice Inviting Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents, pursuant to the Notice inviting Bids, of any such additional Job-Walk and whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory.

   a. **Mandatory Job-Walk:** The failure of any Bidder to have its authorized representative present at a Mandatory Job-Walk will render the Bidder's Bid Proposal non-responsive. Where the Job-Walk is mandatory, a Bidder may have more than one authorized representative and/or representatives of its Subcontractors present at the Job-Walk; provided however, that attendance by representatives of the Bidder's Subcontractors without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. The District will reject the Bid Proposal of a Bidder who obtains the Bid and Contract Documents after the date of the mandatory Job-Walk unless such Bidder requests a Job-Walk and the District in accordance with the following provisions conducts a Job-Walk. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job-Walk will be conducted only upon
the requesting Bidder’s agreement to reimburse the District for the actual and/or reasonable costs for the District’s staff and its agents and representatives in arranging for and conducting such additional Job-Walks.

b. **Non-Mandatory Job-Walks:** Unless designated in the Notice Inviting Bids as being mandatory, attendance at the Job-Walk is not mandatory.

6. **Interpretation of Drawings, Specifications, or Contract Documents:** If any Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances, and/or laws, may submit to the District a written request for an interpretation or correction thereof. It is the sole and exclusive responsibility of the Bidder to submit such request in sufficient time for the District’s response thereto and delivery of such response to all Bidders prior to the scheduled closing for receipt of bids. Interpretations or corrections of the Contract Documents will be made by written addendum issued by the District. A copy of any such addendum will be mailed or delivered to each Bidder receiving a set of the Contract Documents. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect, or conflict therein.

7. **Documents Accompanying Bid Proposal; Signatures:** Each Bid Proposal shall be accompanied by: (a) Bid Security, (b) Subcontractors List, (c) Workers’ Compensation Insurance Certification, and (d) Non-collusion Affidavit, each of which must be complete and signed in the name of the Bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the Bidder. All other documents that are required to be submitted with the Bid Proposal must be executed in accordance with the terms of each such document by an individual duly authorized to execute the same on behalf of the Bidder. Any bid not conforming with the foregoing may be rejected by the District as being non-responsive.

8. **Bid Security:** Each Bid Proposal shall be accompanied by Bid Security in the form of: (a) cash, (b) cashier’s check made payable to the District, (c) or a satisfactory bid bond in favor of the District, executed by the Bidder as principal and a satisfactory surety company as surety, in an amount not less than 10% of the maximum amount of the base bid. Failure of any Bid Proposal to include such bid security shall render the bid non-responsive and the same will be rejected by the District. In the event that the Bidder's Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if said Bid Bond is in the form and content set forth herein and the surety is on the list of sureties approved by the United States Department of Treasury, as set forth in the then current Federal Register and/or an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120. In the event the Bidder is awarded the contract and the Bidder fails or refuses to execute the agreement within the time set forth in the contract documents, the Bid Security shall be forthwith forfeited by such Bidder. In such event, the Bidder shall remain liable for any costs incurred by the District in procuring the proposed work that exceeds the bid amount of such Bidder, less the amount of the forfeited Bid Security.

9. **Subcontractor Bonds:** In accordance with California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder’s written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor’s bid under California Public Contract Code §4108(b).

10. **Designation of Subcontractors; Subcontractors List:** Each Bidder shall submit a list of its proposed Subcontractors for the proposed work as required by the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §4100, et seq.) on the form furnished. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness.
11. **Debarred Contractors:** Contractors are prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the awarding body. The contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

12. **Work of Subcontractors:** All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complementary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings, and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of the work from the Bidder's bid or from the bidder's sub-bidders' sub-bids which is/are necessary to produce the intended result and/or which are reasonably inferable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time.

13. **Compliance with Immigration Reform and Control Act of 1986:** The Bidder is solely and exclusively responsible for the employment of individuals in connection with any of the work of the contract in conformity with the Immigration Reform and Control Act of 1986, 8USC§§1101 et seq. (the "IRCA"). The successful Bidder shall also require that any person or entity employing labor in connection with any of the work of the contract shall so comply with the IRCA.

14. **Anti-Discrimination:** It is the policy of the District that, in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, or marital status. All Bidders shall comply with the District's anti-discrimination policy and all applicable Federal and California anti-discrimination laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code §12940 et seq., and Labor Code §1735. In addition, all Bidders agree to require like compliance by any Subcontractors employed by them on the work of the Contract.

15. **Workers' Compensation:** In accordance with the provisions of §3700 of the California Labor Code, the successful Bidder shall secure Workers' Compensation Insurance of its employees engaged in the work of the Contract. The successful Bidder shall sign and file with the District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provision of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the Contract Documents.

16. **Prevailing Wage:** The General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code Part 7, Chapter 1, Article 2, Sections 1770, 1773, and 1773.1 are included in this Bid Package and must be complied with as stated in Article 13 of the General Conditions.

17. **Utility Permits and Fees:** The Bidder shall include in his/her bid an allowance for utility permits and fees as stated in the Supplementary General Conditions.

18. **Responsive Bid Proposal:** A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, with the bid and contract documents.

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

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

21. **Drug Free Workplace Certificate:** In accordance with California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the agreement and shall implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. may result in penalties, including without limitation, the termination of the agreement, the suspension of any payment of the contract price otherwise due under the contract documents, an/or debarment of the successful bidder.

22. **Bidder's Interested in More than One Bid Proposal; Non-Collusion Affidavit:** No person, firm, corporation, or other entity shall submit or be interested in more than one Bid Proposal for the same work; provided, however, that a person, firm, or corporation which has submitted a subproposal to a Bidder or who has quoted prices of materials to a Bidder, is not thereby disqualified from submitting a subproposal, quoting prices to other Bidders, or submitting a Bid Proposal for the proposed work to the District. In accordance with Public Contract Code §7106, Bidders on all public works contracts are required to submit an Affidavit of Non-collusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated.

23. **Withdrawal of Bids:** Any Bidder may withdraw its bid either personally by written or telegraphic request delivered to the District prior to the scheduled closing time for receipt of bids and the District's public opening and reading of Bid Proposals. In the event a Bidder submitting a Bid Proposal shall seek to withdraw its Bid Proposal, pursuant to California Public Contract Code §5100 et. seq., it shall be the sole and exclusive responsibility of the Bidder to notify the District of such withdrawal within the time and in the manner set forth above. Any written or telegraphic notice of withdrawal of a submitted bid received after the scheduled closing time for receipt of bids or the District's public opening and reading of Bid Proposals shall not be considered by the District, nor effective to withdraw such Bid Proposal. The District may condition its consent to such withdrawal upon forfeiture of such Bidder's Bid Security.

24. **Bid Security Return:** The Bid Security of three or more low Bidders, the number being at the sole discretion of the District, will be held by the District for sixty (60) days or until posting by the successful Bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned to the Bidder.
25. **Forfeiture of Bid Security:** In the event the Bidder to whom an award of the contract is made fails or refuses to execute the agreement within seven (7) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder’s Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract, and may thereupon award the work and Contract for the work to the responsible Bidder submitting the next lowest Bid Proposal, or may call for new bids, in its sole and exclusive discretion. In the event a Bidder shall request the consent of the District to permit such Bidder to withdraw its Bid Proposal after the scheduled closing time for receipt of bids and the District’s public reading of bids, pursuant to California Public Contract Code §5100 et seq., the District may, in its sole and exclusive discretion, condition its consent to such withdrawal upon the Bidder’s forfeiture of the Bid Security. The forfeiture of such Bid Security shall not operate to limit or otherwise restrict the liability of such Bidder to the District for the cost of procuring the work of the contract, to the extent that such costs exceed the Bidder’s price and the amount of Bid Security forfeited.

26. **Agreements and Bonds:** A form of the Agreement which the successful bidder, as Contractor, will be required to execute, along with the forms and amounts of Labor and Materials Payment Bond, the Performance Bond, and other documents and instruments which the successful Bidder must furnish are included in the contract documents.

27. **District’s Right to Modify Contract Documents:** Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings, and Contract Documents pursuant to the Notice Inviting Bids. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

28. **Alternate Bid Items Not Included in Award of Contract:** Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the work, to add or delete from the scope of the work Alternate Bid Items with the cost or credit of the same being the amount(s) set forth in the Alternate Bid Items Proposal.

29. **Opening of Bids:** The date, time, and place for the submittal of Bid Proposals are set forth in the Notice Inviting Bids. It is the sole and exclusive responsibility of bidders to ensure that bids are submitted timely. The District shall place a clock, in a conspicuous location, at the location where Bid Proposals are to be submitted. For the purpose of determining the final time for submittal of bids, the clock placed by the District in the location for submittal of bids shall be controlling and determinative. Any bid submitted after the last time for submittal of bids, as determined by the clock placed by the District for such bid shall be returned by the District to the Bidder unopened. The foregoing notwithstanding, pursuant to California Education Code §81641, whether or not Bid Proposals are opened exactly at the time fixed in the Notice Inviting Bids, no bids shall be received or considered by the District after the opening of the bids. Any bids submitted after such time shall be deemed non-responsive, will not be considered, and will be returned by the District to the Bidder unopened.

30. **Request for Substitution:** In accordance with Public Contract Code §3400, the District has provided a period of time prior to the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. The period of time for submission of substitutions is set forth in the Supplementary General Conditions.

31. **Bid Protest:** Any Bidder submitting a bid to the District may file a protest of the District’s intent to award the contract provided that each and all of the following are complied with: (a) the bid protest is in writing; (b) the bid protest is filed and received by the Superintendent/President of the District not more than seven (7) calendar days following the date of issuance of the District’s Notice of Intent to Award the contract; (c) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities, and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible, and creditable evidence.
Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. For a bid protest filed in conformity with the foregoing, the District's Superintendent/President or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest and shall provide a written decision to the Bidder submitting the bid protest concurring with or denying the bid protest. The District's Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify, or reject the disposition of a bid protest as reflected in the written statement of the Superintendent/President or his/her designee. Action by the District's Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District, or member of the District’s Board of Trustees. The issuance of a written decision by the District’s Superintendent/President (or his/her designee) and action by the District’s Board of Trustees to adopt, modify, or reject the disposition of the bid protest reflected in such written statement shall be an express condition precedent to the institution of any legal proceeding relative to the bidding process, the District's intent to award the contract, or the District's determination to reject all bids. In the event that any legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorney's fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

32. **Award of Contract:** The District reserves the right to reject any and all Bid Proposals, or to waive any irregularities or informalities in any Bid Proposal or in the bidding. The award of the Contract, if made by the District, through action of its Board of Trustees at a regularly scheduled meeting, will be to the responsible bidder submitting the lowest responsive Bid Proposal on the basis of the Base Bid Proposal or the Base Bid Proposal and Alternate Bid Items, if any, selected in accordance with the Instructions for Bidders as set forth in the General Conditions.

33. **Public Records:** Bid Proposals and other documents responding to the Notice Inviting Bids become the exclusive property of the District upon submittal of the same to the District. At such time as a recommendation for award of the contract to a Bidder appears on the agenda of the District’s Board of Trustees, all Bid Proposals and other documents submitted to the District in response to the Notice Inviting Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be trade secrets (as defined in California Civil Code §3246.1), the Bidder's responses to the General Contractor Qualification Statement, and any other materials otherwise exempt by law from disclosure. A Bidder who indiscriminately marks most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret", "Confidential", or "Proprietary", or otherwise, may result in the District deeming such bid to be non-responsive and rejected. The District shall in no way be liable or responsible for the disclosure of such records, including those exempt from disclosure, if disclosure is deemed required by law, by an order of court, or which occurs through inadvertence, mistake, or negligence on the part of the District, its officers, employees, or agents. When Bid Proposals are deemed matters of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §6250 et seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees, upon submission of its Bid Proposal to the District for consideration, to defend, indemnify, and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested material until otherwise ordered by a court of competent jurisdiction.

END OF SECTION
BID FORM
for
DRAINAGE CHANNEL REPAIR - BID F-270

TO: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT,
acting by and through its Governing Board,
18422 Bear Valley Road
Victorville, California  92395
(760) 245-4271, herein called "District":

FROM: _______________________________________
(Business Name of Bidder)

___________________________________________
(Address)

____________________________________________
(City, State, Zip Code)

____________________________________________
(Telephone/Facsimile)

____________________________________________
(Name(s) of Bidder’s Authorized Representative(s))

1. Bid Proposal Amount: Pursuant to and in compliance with the Notice Inviting Bids, the Instructions
to Bidders, and the other documents relating thereto, the undersigned Bidder, having reviewed the
Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein
with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract
including, without limitation, all of it component parts; to perform everything required to be performed; to
provide and furnish any and all of the labor, materials, tools, equipment, permits, and services necessary to
perform the Contract and complete in a workmanlike manner all of the work required in connection with
Project described as:

DRAINAGE CHANNEL REPAIR - BID F-270

in accordance with the Contract Documents for the price as follows:

TOTAL BID $ __________________________

Total Base Bid in Words:
______________________________________________ Dollars

3. Bid Addenda: In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all
Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid
Proposal incorporates and is inclusive of all items or other matters contained in the Bid Addenda.

     Addenda Nos.  Received, acknowledged, and incorporated into this Bid Proposal.
        (initial)     (i.e. 1, 2, 3...)  

4. Rejection of Bid; Holding Open of Bid: It is understood that the District reserves the right to reject
this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period specified
in the Notice Inviting Bids.
5. **Documents Accompanying Bid Proposal:** The undersigned Bidder has submitted with this Bid Proposal the following:

- Subcontractors List
- Bid Bond
- Drug-Free Workplace Certification
- Non-Collusion Affidavit
- Certificate of Workers' Compensation Insurance
- Statement of Experience

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Inviting Bids, the Instructions for Bidders, and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

6. **Award of Contract:** It is understood and agreed that if written notice of the acceptance of this Bid Proposal and the intent to award the Contract thereon is mailed, telegraphed, or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open, or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within fourteen (14) working days after receipt of notification of award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; and (d) the Drug-Free Workplace Certificate. All of the foregoing shall be in conformity with applicable requirements as set forth in the Notice Inviting Bids, the Instructions for Bidders, and each of the foregoing documents. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's recision of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid proposals. The work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in the District's Notice to proceed issued pursuant to the Contract Documents and substantial completion of the work shall be achieved within the Contract Time specified in the Contract Documents.

7. **Notices:** All notices or other correspondence should be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

8. **Contractor's License:** The undersigned Bidder is currently and duly licensed in accordance with the California Contractor License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) __________________________ bearing License Number(s) __________________________. By executing this Bid Proposal and submitting the same to the District, the Bidder acknowledges the provision of the California Business & Professions Code §7028.15 which provides that it shall be a misdemeanor for any person to submit a Bid Proposal to a public agency without having a license to perform the work of the Bid Proposal. By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the work.

9. **Provision of the Clayton Act:** Pursuant to Government Code §4552, in submitting a Bid Proposal to the District, the Bidder offers and agrees that if the Bid Proposal is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business & Professions Code), arising from purchases of goods, materials, or service by the Bidder for sale to the District pursuant to the Bid Proposal. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

10. **Designation of Subcontractors:** In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4104) and any amendments thereof, each Bidder shall set forth in the
Subcontractors List: (1) the name and the location of the place of business of each Subcontractor who will perform work or labor or render services to the Bidder in or about the construction of the work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder’s Bid Proposal; and (2) the portion of the work which will be performed by each Subcontractor. The Bidder shall list only one Subcontractor for each portion of the work as defined by the Bidder in its Bid Proposal.

If a Bidder fails to list a Subcontractor or if the Bidder specifies more than one Subcontractor for the same portion of work to be performed under the Contract Documents valued in excess of one-half of one percent (>0.5%) of the Bidder’s Bid Proposal amount, the Bidder shall be deemed to have agreed that he/she is fully qualified to perform that portion him-/herself, and that he/she shall perform that portion of the work.

No Bidder whose Bid Proposal is accepted shall (1) substitute any Subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the Subcontractor originally listed in the original Bid Proposal, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder’s Bid Proposal as to which the Bidder’s original Bid Proposal did not designate a Subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Bidder’s Bid Proposal as to which no Subcontractor was designated in the original Bid Proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

11. Confirmation of Figures: By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

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

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

________________________________________________________________________

(Signature)

________________________________________________________________________

(Printed Name)

________________________________________________________________________

(Title)
CONTRACTORS CERTIFICATE REGARDING
WORKERS' COMPENSATION

I hereby affirm, under penalty of perjury, one of the following declarations:

☐ I have and will maintain a certificate of consent to self-insure for workers' compensation, as provided by Section 3700, for the duration of any business activities conducted for which this license is issued.

☐ I have and will maintain workers’ compensation insurance, as required by Section 3700, for the duration of any business activities conducted for which this license is issued.

☐ My workers’ compensation insurance and policy number are:

Carrier ____________________________________________

Policy Number ______________________________________

I certify that in the performance of any business activities for which this license is issued, I shall not employ any person in any manner so as to become subject to the workers’ compensation laws of California, and agree that if I should become subject to the workers’ compensation provisions of Section 3700 of the Labor Code, I shall forthwith comply with the provisions of Section 3700.

Name__________________________________________ Date____________________________________

Address_______________________________________ Signature__________________________________

Warning: Failure to secure workers’ compensation coverage is unlawful, and shall subject an employer to criminal penalties and civil fines up to $100,000, in addition to the cost of compensation, damages as provide for in Section 3706 of the labor code, interest, and attorney's fees.
**Note:** Form may be photocopied as needed for additional subcontractors.

**DESIGNATION OF SUBCONTRACTORS**

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Subcontractor</th>
<th>Complete Address of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trade and Portion (%) of the Work</td>
<td>Name of Subcontractor</td>
<td>Business Address of Subcontractor</td>
</tr>
</tbody>
</table>

Name

Address

Business Name of Bidder

(Signature of Bidder) Date: ___________________________
NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID PROPOSAL

__________________________, being first duly sworn, deposes

and says that he/she is (title) ________________________________ of

(Bidder's name) ____________________________________________ the

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

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

_________________________  __________________________
(Date)  (Signature)
BID BOND

DRAINAGE CHANNEL REPAIR - BID F-270

(Name of Principal) of (Address)

City of ____________________________, State of ____________________________, as Principal, and ____________________________, a corporation organized and existing under the laws of the State of ____________________________, legally doing business in California as an admitted surety insurer at City of ____________________________.

(Address)

State of California, as Surety, are indebted to VICTOR VALLEY COMMUNITY COLLEGE DISTRICT in the sum of ten percent (10%) of the TOTAL AMOUNT OF THE BASE Bid of the Principal submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted to the accompanying Bid Proposal dated ______________________, 20___ for ____________________________.

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

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

In the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the _______ day of ________, 20___.

Principal

By ____________________________

(Corporate Seal)

Typed or Printed Name ____________________________

Title ____________________________

Surety

By ____________________________

(Corporate Seal)

Typed or Printed Name ____________________________

Title ____________________________

(Attach Attorney in Fact Certificate and All Purpose Acknowledgement)
DRUG-FREE WORKPLACE CERTIFICATION

Name of Company

The Contractor named above hereby certifies compliance with Government Code §8355 in matters relating to providing a drug-free workplace. The above named Contractor will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code §8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code §8355(b), to inform employees about all of the following:
   (a) the dangers of drug abuse in the workplace,
   (b) the District has a policy of maintaining a drug-free workplace,
   (c) the Contractor has a policy of maintaining a drug-free workplace,
   (d) any available counseling, rehabilitation, and employee assistance programs, and
   (e) penalties that may be imposed upon employees for drug abuse violations.

3. Provide as required by Government Code §8355(c), that every employee who works on the proposed contract will:
   (a) receive a copy of the contractor's drug-free policy statement, and
   (b) will agree to abide by the terms of Contractor's statement as a condition of the Contract.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the Contractor to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

Printed Name

Signature

Date: ________________________________
PERFORMANCE BOND

WHEREAS, the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT by Board action on ______________________, 20__,

has awarded to _________________________________________________________________ hereinafter designated

as the “Principal,” a contract for the work described as follows:

DRAINAGE CHANNEL REPAIR - BID F-270

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

NOW THEREFORE, ___________________________________________ (Name of Principal) of

(Address) _____________________________ City of _____________________________

State of ______________________________________, as Principal, and

a corporation organized and existing under the laws of the State of _____________________________ legally doing

business in California as an admitted surety insurer at (Address) _____________________________

City of ______________________________________, State of California, as Surety, are indebted to VICTOR VALLEY COMMUNITY COLLEGE

DISTRICT in the sum of ______________________ Dollars ($____________) for which payment Principal and Surety bind

ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION is that if the Principal, his/her or its heirs, executors, administrators, successors, or assigns, shall

keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof on his/her or their part, to be kept and

performed at the times and in the manner therein specified, and in all respects according to their intent and meaning, and shall indemnify and

save harmless the District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void,

otherwise, it shall be and remain in full force.

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 to the Specifications accompanying the same, shall in anywise 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 the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such

suit, including reasonable attorney’s fees, to be fixed by the Court.

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

____________________________________, 20__.


(Corporate Seal) _____________________________________________

Principal

By _____________________________

Typed or Printed Name

Title _____________________________

Surety

By _____________________________

Typed or Printed Name

(Corporate Seal) _____________________________________________

(Attach Attorney in- Fact Certificate

and All Purpose Acknowledgement)

Title _____________________________
PAYMENT BOND
(Labor and Material Bond)

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, by resolution passed ______________, 20__, has awarded to ____________________________________________ hereinafter designated as the "Contractor," a Contract for the work described as follows:

DRAINAGE CHANNEL REPAIR - BID F-270

WHEREAS, said Contractor is required by Division 3, Part IV, Title XV, Chapter 7, (commencing at §3247) of the California Civil Code to furnish a bond in connection with said contract:

NOW THEREFORE, we the undersigned Contractor and ________ as surety are held and firmly bound unto the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT in the sum of $__________________________ Dollars ($__________________________) for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is that if said Contractor, his/her or its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Civil Code §3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his Subcontractors, with respect to such work and labor, then the surety or sureties herein will pay for the same, in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said surety will pay reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code §3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

And the said 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 of the Specifications accompanying the same shall in anywise affect its obligations 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, this instrument has been duly executed by the Contractor and Surety above named, on the __________ day of ________________, 20__.  

Surety

By ____________________________

Attorney-in-Fact

Contractor

Typed or Printed Name

Typed or Printed Name
1. DEFINITIONS

A. The District, the Contractor, and the Architect are those named as such in the Contract Documents and are referred to as if each were of the singular and masculine gender.

B. Subcontractor, as used herein, includes those having direct contact with Contractor and one who furnished material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not so worked.

C. Worker includes laborer, worker, or mechanic.

D. Locality in which the work is performed means the county in which the public work is done.

E. Surety is the firm or corporation that executes as surety the Contractor Performance Bond and Payment Bond. Surety must be an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120.

F. Provide shall include “provide complete in place, that is, “furnish and install.”

G. As shown as indicated as detailed, refer to drawings accompanying this specification.

H. The term “work” means labor and materials, or both, incorporated in, or to be incorporated in the construction covered by the Contract Documents. Unless otherwise specified, the terms “approved”, “directed”, “satisfactory”, “accepted”, “acceptable”, “proper”, “required”, “necessary”, and “equal”, mean as approved, directed, satisfactory, accepted, proper, required, necessary and equal, in the opinion of the Architect.


2. DRAWINGS AND SPECIFICATIONS

Contract Documents are complementary, and what is called for by one document shall be binding as if called for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. Materials or work described in words which so applied have a well known technical or trade meaning shall be deemed to refer to such recognized standards.
Interpretations. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be same as similar parts that are shown or specified. Large scale drawings shall take precedence over smaller scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the Architect in writing and any necessary changes shall be adjusted as provided in contract for changes in work.

Misunderstanding of drawings and specifications shall be clarified by the Architect, whose decision shall be final.

Standards, rules and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Specifications and Accompanying Drawings are intended to delineate and describe the project and its component parts to such a degree as will enable skilled and competent contractors to intelligently bid upon the work, and to carry said work to a successful conclusion.

Trade Name or Trade Term It is not the intention of said documents to go into detailed descriptions of any materials and/or methods commonly known to the trade under “trade name” or “trade term”. The mere mention or notation of such “trade name” or “trade term” shall be considered a sufficient notice to Contractor that he will be required to complete the work so named with all its appurtenances according to the best practices of the trade.

The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

Contract Documents In case of conflict between the drawings and specifications, the specifications shall take precedence.

Drawings and Specifications are intended to comply with all laws, ordinances, rules and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, said laws, ordinances, rules regulations shall be considered as a part of said Contract Documents within the limits specified. The Contractor shall bear all expenses of correcting work done contrary to said laws, ordinances, rules and regulations if the Contractor knew or should have known that the work as performed is contrary to said laws, ordinances, rules and regulations and if the Contractor performed same (1) without first consulting the District for further instructions regarding said work or (2) disregarded the District’s instructions regarding said work.

3. COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in the supplementary General Conditions. Additional copies may be obtained at cost of reproduction.
4. OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by the District are its property. They are not to be used on other work and with exception of signed contract sets are to be returned to it on request at completion of work.

5. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

Work shall be commenced on or before the date stated in District’s notice to the Contractor to proceed and shall be completed by Contractor no later than 45 Consecutive Calendar Days after the start date indicated in the Notice to Proceed letter.

**Extension of Time** Contractor shall not be held responsible because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to; acts of God or of public enemy, acts of Government, acts of the District or any one employed by it, another contractor in performance of a contract with the District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, or delays of subcontractors due to such causes. Contractor shall within ten (10) days of beginning of any such delay (unless the District grants a further period of time prior to the date of final settlement of the contract) notify the District in writing of causes of delay; thereupon the District shall ascertain the facts and extent of delay and grant extension of time for completing work when, its judgment, the findings of fact justify such an extension. In case of a continuing cause of delay, only one claim is necessary.

**Liquidated Damages** It is agreed that the Contractor will pay the District the sum of Three Hundred Dollars ($300.00) per calendar day for each and every day of delay beyond the time prescribed in the Proposal and Agreement for finishing said work, as Liquidated Damages and not as a penalty or forfeiture. In the event the same is not paid, the Contractor further agrees that the District may deduct that amount thereof from any money due or that may become due the Contractor under the Contract. This does not exclude recovery of damages under provisions of the Contract documents.

6. PROGRESS SCHEDULE

Immediately after being awarded contract, Contractor shall prepare an estimated progress schedule and submit same for the District’s approval. Schedule shall indicate graphically the beginning and completion dates of all phases of construction.

7. CONTRACT SECURITY

Unless otherwise specified in the Supplementary General Conditions or Instructions to Bidders, Contractor shall furnish a surety bond in an amount equal to one hundred (100%) percent of the contract price as security for faithful performance of this contract and shall furnish a separate bond in an amount at least equal to one hundred (100%) percent of the contract price as security for payment of persons performing labor and furnishing materials in connection with this contract.

Aforesaid bonds shall be in form set forth in these documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds. Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure Section 995.120 shall be
accepted.

8. ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of the District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Code of Civil Procedure and the Government Code and shall also be subject to deductions for liquidated damages if liquidated damages have been assessed as specified in Article 6 herein.

9. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor’s legal entity, the Contractor shall first notify the District in order that the proper steps may be taken to have the change reflected on the Agreement.

10. SEPARATE CONTRACTS

The District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs. If any part of Contractor’s work depends for proper execution or results upon work of any other Contractor, the Contractor shall inspect and promptly report to Architect any defects in such work that render it unsuitable for such proper execution and results. His failure to so inspect and report shall constitute his acceptance of other Contractor’s work as fit and proper for reception of his work, except as to defects which may develop in other Contractor’s work after execution of his work.

To ensure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Architect any discrepancy between executed work and contract documents. Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by the District in prosecution of the project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, the District shall decide which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts on the project, or caused by any decision or omission of the District respecting the order of precedence in performance of contracts.

11. DISTRICT'S RIGHT TO TERMINATE CONTRACT

If the Contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or fails
to complete said work within such time, or if the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregards laws, ordinances or instruction of the District, or otherwise be guilty of a substantial violation of any provision of the contract, or if he or his subcontractors should violate any of the provisions of this contract, then the District may, without prejudice to any other right or remedy, serve written notice upon him and his surety of its intention to terminate this contract, such notice to contain the reasons for such intention to terminate, and unless within ten (10) days after the service of such notice such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall upon the expiration of said ten (10) days cease and terminate. In such case, Contractor shall not be entitled to receive any further payment until work is finished. In the event of any such termination, the District shall immediately serve written notice thereof upon surety and Contractor, and surety shall have the right to take over and perform this contract, provided, however, that if surety within fifteen (15) days after service upon it of said notice of termination does not give the District written notice of its intention to take over and perform this contract, or does not commence performance thereof within thirty (30) days from date of serving such notice, the District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor, and he and his surety shall be liable to the District thereby. The District may, without liability for doing so, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, and administrative services, such excess shall be paid to Contractor, if the expense shall exceed the unpaid balance, Contractor shall pay the difference to District.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

12. GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by the District and shall repair or replace any or all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one-year period from date of acceptance without expense whatsoever to the District, ordinary wear and tear, unusual abuse or neglect excepted. The District will give notice of observed defects with reasonable promptness. Contractor shall notify the District upon completion of repairs.

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

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

13. NOTICE AND SERVICE THEREOF

Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by party giving such notice or by duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

A. If notice is given to the District, by personal delivery thereof to the District, or by depositing same in United States mails, enclosed in a sealed envelope, addressed to the District, postage prepaid and certified.

B. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mails, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract postage prepaid and certified.

C. If notice is given to surety or other person, by personal deliver to such surety or other person or by depositing same in United States mails, enclosed in a sealed envelope, addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and certified.

14. WORKERS

A. Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on work unfit persons or anyone not skilled in work assigned to him.

B. Any person in the employ of the Contractor, whom the District may deem incompetent or unfit, shall be dismissed from work, and shall not again be employed on it except with written consent of District.

C. Pursuant to Education Code section 45125.1, the Contractor will be required to conduct criminal background checks, through the California Department of Justice, of all employees providing services to the District, and certify under penalty of perjury that none have been convicted of serious or violent felonies, as specified in Penal Code sections 1192.7© and 667.5©, respectively.

The Contractor will further certify that if an employee providing services to the District is subsequently convicted of a serious or violent felony, as specified, that employee will
immediately cease performing services for the District and the Contractor will immediately provide notice to the District of the conviction.

15. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

Contractor shall take out and maintain during the life of this contract such public liability and property damage insurance as shall protect him and the District from all claims for personal injury, including accidental death, as well as from all claims for property damage arising from operations under this contract, in amounts as set forth in Supplementary General Conditions and/or Instructions to Bidders.

Contractor shall require his subcontractors, if any, to take out and maintain similar public liability and property damage insurance in amounts as hereinafter set forth.

16. FIRE INSURANCE

Contractor shall maintain, and cause to be maintained, fire insurance on all work subject to loss or damage by fire. Amount of fire insurance shall be sufficient to protect against loss or damage in full until work is accepted by the District.

17. PROOF OF CARRIAGE OF INSURANCE

Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates, which have been delivered in duplicate to and approved by the District.

A. Certificates and insurance policies shall include the following clause:

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less that __fifteen__ (15) days after date of mailing notice."

B. Certificates of insurance shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

C. Certificates of insurance shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

18. LAWS AND REGULATIONS

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify District in writing, and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to District, he shall bear all cost arising therefrom.

Contractor shall assume all responsibility and liability for providing his employees with a
workplace in accordance with all OSHA regulations. The District assumes no liability for injury of workers while on district property, or any violations of OSHA regulations. Any fines assessed against the District due to contractor’s negligence for failure to enforce OSHA regulations will be assessed against the contractor.

19. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of work shall be secured and paid for by Contractor, unless otherwise specified.

20. EXCISE TAXES

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 bid price.

21. PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District, its officers, agents, and employees harmless from every claim or demand made, and every liability, loss, damages or expenses of any nature or kind including attorney fees, and costs, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents and unless such liability arises from the sole negligence or willful misconduct of the District, its officer, employees, agents or independent contractors who are directly employed by the District.

ARTICLE 22 - PAYMENT.

Payment will be made under one of the following conditions and will be designated in the final Agreement between the District and Contractor:

A. OPTION ONE:

Each month within fifteen (15) days after receipt of the approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of value of the work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain un-complied with.
The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by District as approved by District’s Director of Facilities Construction & Contracts, Steve Garcia.

Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract. At any time after fifty percent (50%) of the work has been completed, if the District, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor’s progress.

B. OPTION TWO

Payment will be made upon satisfactory completion and acceptance of entire job. Payment will be made within thirty days after receipt of invoice.

23. SUBSTITUTED SECURITY

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

Securities eligible for investment under this section shall include those listed in Government Code Section 16430, 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 the Contractor and the District.

The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

The escrow agreement used for the purposes of this section shall be substantially similar to the form set forth in Public Contract Code Section 22300

24. ACCEPTANCE OF COMPLETION

District shall accept completion of the contract only when the entire work (except for minor corrective items as distinguished from incomplete items) shall have been completed to the satisfaction of the District,

If the Contractor fails to complete the minor corrective items prior to the expiration of the thirty-five (35) day period immediately following Acceptance of Completion, the District shall withhold from the final payment an amount equal to twice the estimated cost, as determined by the District, of each item until such time as the last of the items has been completed.

At the end of the 35-day period, if there are items remaining to be corrected, the District may request the Contractor in writing to make immediate correction of said items; and if the
Contractor fails to make such correction within ten (10) days of the date of the written notice, the District may make the correction and deduct the costs from the amount withheld therefore.

25. PAYMENTS WITHHELD

In addition to amounts which District may retain under article 22 entitled “Payments,” District may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

A. Payments which may be past due and payable for just claims against Contractor for any subcontractors for labor or materials furnished in and about the performance of work on the project under this contract.

B. Defective work not remedied.

C. Failure of Contractor to make proper payments to his subcontractor or for material and labor.

D. Completion of contract if there exists a reasonable doubt that contract can be completed for balance then unpaid.

E. Damage to another contractor.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor, and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

26. RESOLUTION OF CONSTRUCTION CLAIMS

Claims by Contractor in the amount of $375,000 or less shall be made by Contractor and processed by District pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contracts Code, (commencing at Section 20104). All Claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of Public Contract Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this contract for filing claims by Contractor.

27. DEDUCTION FOR UNCORRECTED WORK

If the District deems it inexpedient to correct work injured or done not in accordance with contract an equitable deduction from contract price shall be made therefore.

28. CONTRACTOR’S SUPERVISION
Unless personally present on premises (including both the site and the plant) where work is being done, Contractor shall keep on the work, during its progress, a competent Construction Superintendent satisfactory to the District. The Construction Superintendent shall not be changed except with consent of the District, unless the Construction Superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ.

The Construction Superintendent shall represent Contractor in his absence, and all directions given to him shall be so confirmed on written request in each case.

Contractor shall give efficient supervision to work, using his best skill and attention. He shall carefully study and compare all drawings, specifications, and other instruction and shall at once report to District any error, inconsistency or omission which he may discover, but he shall not be liable to the District for any damage resulting from and errors or deficiencies on contract documents or other instructions by District.

29. DOCUMENTS ON WORK

Contractor shall keep one copy of all contract documents, including addenda, change orders, Title 24 of the California Code of Regulations, and the Uniform Building Code, 1988 Edition, with any State of California 1989, 1991 and any later amendments which are part of contract documents, on the job at all times. Said documents shall be kept in good order and available to District and his representatives. Contractor shall be acquainted with and comply with the provisions of Title 24 as they relate to this project. (See particularly the Duties of Contractor, Title 24, California Code of Regulations Section 4-343.)

30. PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor’s risk. He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. He shall erect and work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. He shall designate a responsible member of his organization on the work whose duty shall be prevention of accidents. Name and position of person so designated shall be reported to the District.

In an emergency affecting safety or life or of work or of adjoining property, Contractor, without special instruction or authorization from Architect or the District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by Architect or by the District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

Contractor shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions.
Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations.

Contractor shall (unless the requirement is waived by the Inspector):

A. Enclose working areas with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routing before or after school hours. (This subsection applies to new construction on existing sites).

B. Provide substantial barricades around any shrubs or trees indicated to be preserved.

C. Deliver materials to building area over route designated by District.

D. When directed by the District, take preventive measures to eliminate objectionable dust.

E. Confine his apparatus, the storage of materials, and the operation of his workmen to limits indicated by law, ordinances, permits, or directions of District, and shall not unreasonably encumber premises with his material, and enforce all instructions of the District and Architect regarding signs, advertising, fires, danger signals, barricades, and smoking, and require that all persons employed on work comply with all regulations while on construction site.

F. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to the District.

31. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer approved by the District. Any required "As-Built" drawings of site development shall be prepared by the approved civil engineer.

32. CUTTING AND PATCHING

Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure, and he shall make good after them as District may direct. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.

Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent of District.

33. CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work; debris shall be removed from premises.
Contractor shall not leave debris under, in, or about the premises. Contractor shall not utilize any District Waste receptacles; doing so will result in liquidated damages in the amount of disposal for said receptacle. Upon completion of work, he shall clean interior and exterior of building including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign materials and similar finish surfaces and equipment and remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site.

34. **CORRECTION OF WORK BEFORE FINAL PAYMENT**

Contractor shall promptly remove from premises all work condemned by the District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with the contract documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, the District may remove it and may store the material at Contractor’s expense. If Contractor does not pay expenses of such removal within ten (10) days’ time thereafter, the District may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all cost and expenses that should have been borne by Contractor.

35. **ACCESS TO WORK**

District and its representatives shall at all times have access to work wherever it is in preparation or progress.

Contractor shall provide safe and proper facilities for such access so that District representatives may perform their functions under contract.

36. **DISTRICT’S INSPECTOR**

All work shall be under observation of District’s Inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed, respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. District shall have authority to stop work whenever provisions of the contract documents are not being complied with, and Contractor shall instruct his employees accordingly.

37. **SUBSURFACE CONDITIONS**

If work under this Contract involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District in writing of any:

A Material that the Contractor believes may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
B. Subsurface or latent physical conditions at the site differing from those indicated; and

C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

If, in the District’s opinion, any change is required for performance of extra work not covered by this Contract, the District may order such change under the provisions of Article 32 herein. In accordance with Public Contracts Code Section 7104, any dispute arising between Contractor and District as to any of the conditions listed in A, B, or C above, or with respect to article 32 of this Contract, shall not excuse the Contractor from the completion date required by this Contract and the Contractor shall proceed with all work to be performed under this Contract.

In addition, the District reserves the right to terminate this Contract should the District determine not to proceed because of any condition described in A, B, or C above. Contractor shall receive payment for all work performed to the date of termination.

38. MATERIALS AND WORK

Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary constructions, of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within the specified time.

Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contact.

No materials, supplies, or equipment for work under this contact shall be purchased subject to any chattel mortgage, or under a conditional sale or other agreement by which an interest therein, or in any part hereof, is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claim, liens or charges. He further agrees that neither he nor any person, firm or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvements or appurtenances thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection, or any rights under any law permitting such persons to look to funds due Contractor in hands of district, and this provision shall be inserted in all subcontracts and material contracts, and notice of its provision shall be given to all persons furnishing material for work when no formal contract is entered into for such materials.

Contractor shall, after signing the agreement with the District, place orders for materials and/or
equipment as specified so that delivery of same may be made without delays to the work. Contractor shall, upon demand from the District, furnish to the District documentary evidence showing the orders have been placed.

District reserves the right, for any neglect in not complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the work may be completed at the specific date mentioned in the agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by the Contractor.

Materials shall be stored on the premises in such a manner so as not to interfere with the work and so that no portion of the structure shall be overloaded.

Materials or work required or necessary to be tested shall be tested under supervision of, as directed by, and at such places as may be convenient to the District. The required testing of all structural materials shall be done by an approved Testing Laboratory.

39. SUBSTITUTIONS

Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacture, such specification shall be deemed to be used for the purpose of facilitating description of material process or article desired and shall be deemed to be followed by the words “or equal” and Contractor may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. If material, process or article offered by Contractor is not, in opinion of District, substantially equal or better in every respect to that specified, then Contractor shall furnish material, process or article specified. Burden of proof as to equality of any material, process or article shall rest with Contractor. Contractor shall submit request together with substantiating data for substitution of any “or equal” item within thirty-five (35) days after award of contract. Provision authorizing submission of “or equal” justification data not in any way authorize an extension of time for performance of this contract.

In event Contractor furnished material, process or article is more expensive than that specified, difference in cost of such material, process or article so furnished shall be borne by Contractor.

40. SUB CONTRACTING

A. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor’s work. If Contractor shall subcontract any part of this contract, Contractor shall be as fully responsible to the District for acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in contract documents shall create any contractual relations between any subcontractor and the District.

B. District’s consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provisions of this contract.

C. Substitution or addition of subcontractors shall be permitted only as authorized in the “Subletting and Subcontracting Fair Practices Act.” commencing at Section 4100 of the
Public Contract Code.

41. WAGE RATES

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which to work is to be performed for each craft, classification or type of worker needed to execute the contract. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the contract.

Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in Section 1773.8 of the California Labor Code, apprenticeship or other training programs authorized by Section 3093 of the California Labor Code, and similar purposes when the term “per diem wages” is used herein.

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the work under the contract is to be performed, he shall make the change available to the district, but the change shall not affect the request for bids or the contract subsequently awarded.

Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1-1/2) times the above specified rate of per diem wages, unless otherwise specified.

There shall be paid each worker of the Contractor, or any of his subcontractors engaged in work on the project, no less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any subcontractor and such worker.

The Contractor shall, as a penalty to the district, forfeit an amount as determined by the Labor Commissioner pursuant to Labor Code Section 1775 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director for such work or craft in which such worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

Contractor shall post, at appropriate conspicuous points on the site of the project, a schedule showing all determined general prevailing wage rates.

42. RECORD OF WAGES PAID: INSPECTION

Pursuant to Section 1776 of the Labor Code,

A. Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work under this contract.
B. The payroll records enumerated under subdivision (A) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

1) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

2) A certified copy of all payroll records enumerated in subdivision (A) shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.

3) A certified copy of all payroll records enumerated in subdivision (A) shall be made available upon request by the public for inspection or copies thereof made: provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

C. Each Contractor shall file a certified copy of the records enumerated in subdivision (A) with the entity that requested such records within ten (10) days after receipt of a written request.

D. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address and social security number. The name and address of the Contractor awarded the contract or performing the contract shall not be marked or obliterated.

E. The Contractor shall inform the district of the location of the records enumerated under subdivision (A), including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

F. In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such a 10-day period, the Contractor shall pay a penalty of twenty-five Dollars ($25.00) to the district for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

G. The responsibility for compliance with this article shall rest upon the prime Contractor.
43. **HOURS OF WORK**

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day’s work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract, upon the work or upon any part of the work contemplated by this contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

The Contractor shall pay to the District a penalty of twenty-five Dollars ($25.00) for each worker employed in the execution of this contract by the Contractor or by any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of Article 3, (commencing at Section 1810), Chapter 1, Part

7, Division 2 of the labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

Any work necessary to be performed after regular working hours or on Sundays or other holidays shall be performed without additional expense to the District.

44. **APPRENTICES**

Apprentices of any crafts or trades may be employed and, when required by Labor Code Section 1777.5, shall be employed provided they are properly indentured to the Contractor in full compliance with provisions of the Labor Code. The Contractor shall bear the responsibilities of compliance with Labor Code Section 1777.5 for all apprenticed occupations and agrees that he will comply with said section.

45. **ASSIGNMENT OF ANTITRUST CLAIMS**

Pursuant to Section 4550 et seq. of the Government Code, in submitting a bid to a public purchasing body the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing 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. Section 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, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with Section 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be made and become effective at the time the purchasing
body tenders final payment to the bidder.
Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this article if the assignor has been or may have been injured by the violation of law for which the cause of action arose; and (A) the District has not been injured thereby; or (B) the District declines to file a court action for the cause of action.

46. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

END OF SECTION
SECTION III  SUPPLEMENTARY GENERAL CONDITIONS

1. The work shall be commenced on the date stated in the District’s Notice to the Contractor to proceed (which date will not be less than ten (10) consecutive calendar days from and after the date of execution of the contract) and shall be completed no later than 45 Consecutive Calendar Days after the start date indicated in the Notice to Proceed letter.

2. Insurance. As provided in the General conditions, Contractor shall take out and maintain and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain:

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than $ 1,000,000.00

and

Subject to the same limit for each person on account of one accident, in an amount not less than $ 1,000,000.00

Property Damage Insurance in an amount not less than $ 250,000.00

Insurance Covering special Hazards: The following special hazards shall be covered by rider or riders to the above named policy or policies of insurance, or by special policies of insurance, in amounts as follows:

Automotive and truck where operated in amounts as above.

Material hoist where used in amounts as above.

All other equipment used in work in amounts as above.

3. The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond required is two (2).
SECTION IV - SCOPE OF WORK

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SECTION TITLE

SPECIFICATIONS GROUP

GENERAL REQUIREMENTS SUBGROUP

DIVISION 01 - GENERAL REQUIREMENTS

01 10 00 Summary
01 20 00 Price and Payment Procedures
01 30 00 Administrative Requirements
01 33 00 Submittal Procedures
01 40 00 Quality Requirements
01 41 00 Testing Laboratory Services
01 50 00 Temporary Facilities and Controls
01 60 00 Product Requirements
01 70 00 Execution and Closeout Requirements

DIVISION 02 - NOT USED

FACILITY CONSTRUCTION SUBGROUP

DIVISION 03 - CONCRETE

03 10 00 Concrete Forming and Accessories
03 20 00 Concrete Reinforcing
03 30 00 Cast-In-Place Concrete

DIVISION 04 TO 30 - NOT USED

DIVISION 31 - EARTHWORK

31 23 16 Excavation
31 23 17 Trenching
31 23 23 Fill

DIVISION 32 - EXTERIOR IMPROVEMENTS

32 13 13 Concrete Paving

DIVISIONS 33 TO 49 - NOT USED

END OF SECTION
SECTION 01 10 00

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Contract description.
B. Work by Owner.
C. Owner supplied products.
D. Contractor's use of site and premises.
E. Work sequence.
F. Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Work of this contract includes but is not limited to Drainage Channel Repair at Victor Valley College located at 18422 Bear Valley Road, Victorville, CA 92395.
B. Perform Work of Contract under single lump sum contract with Owner in accordance with Conditions of Contract.

1.3 WORK BY OWNER

A. Items noted NIC (Not in Contract) will be furnished and installed by Owner.

1.4 OWNER SUPPLIED PRODUCTS

A. Items noted OFCI (Owner Furnished, Contractor Installed) will be furnished by Owner for installation by Contractor.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

A. Limit use of site and premises to allow:
   1. Owner occupancy.
   2. Use of site and premises by Owner.

1.6 WORK SEQUENCE

A. Construct Work in phases to accommodate Owner's occupancy requirements during construction period, coordinate construction schedule and operations with Owner and Architect.

1.7 SPECIFICATION CONVENTIONS

A. These specifications are written in imperative mode and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.
PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION
SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Schedule of values.
B. Applications for payment.
C. Change procedures.

1.2 SCHEDULE OF VALUES

A. Submit typed schedule on AIA Form G703 - Application and Certificate for Payment Continuation Sheet. Contractor's standard form or electronic media printout will be considered.
B. Submit Schedule of Values for review in duplicate within 15 days after date established in Notice to Proceed.
C. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section. Identify site mobilization, bonds and insurance.
D. Include in each line item, the amount of Allowances specified in this Section.
E. Include separately from each line item, a directly proportional amount of Contractor's overhead and profit.
F. Revise schedule to list approved Change Orders, on continuation sheet, with each Application For Payment.

1.3 APPLICATIONS FOR PAYMENT

A. Submit six copies of each application on AIA Form G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet for G702. Contractor's standard form or electronic media printout will be considered.
B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
C. Payment Period: Submit at intervals stipulated in the Agreement.

1.4 CHANGE PROCEDURES

A. The Architect will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time as authorized by General Conditions on AIA Form G710 Architect's Supplemental Instructions.
B. The Architect may issue a Proposal Request including a detailed description of a proposed change with supplementary or revised Drawings and Specifications. Contractor will prepare and submit a detailed cost and time estimate within 14 days.
C. The Contractor may propose a change by submitting a Change Order Request to the Architect, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.

D. Stipulated Sum Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's Change Order Request as approved by Architect.

E. Construction Change Directive: Architect may issue a directive signed by the Owner and Architect, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.

F. Change Order Forms: AIA G701 Change Order.

G. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

H. Correlation Of Contractor Submittals:
   1. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
   2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
   3. Promptly enter changes in Project Record Documents.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES

A. Coordination and project conditions.
B. Field engineering.
C. Preconstruction meeting.
D. Progress meetings.
E. Pre-installation meetings.
F. Cutting and patching.

1.2 COORDINATION AND PROJECT CONDITIONS

A. Coordinate scheduling, submittals, and Work of various sections of Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.

B. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.

C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.

D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

E. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion and for portions of Work designated for Owner’s occupancy.

F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner’s activities.

1.3 FIELD ENGINEERING

A. Employ a Land Surveyor registered in the State of California and acceptable to the Architect.

B. Locate and protect survey control and reference points. Promptly notify Architect of discrepancies discovered.

C. Control datum for survey is that established by Owner provided survey. Contractor to locate and protect survey control and reference points.
D. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

E. Submit copy of site drawing and certificate signed by Land Surveyor certifying elevations and locations of the Work are in conformance with Contract Documents.

F. Maintain complete and accurate log of control and survey work as Work progresses.

G. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.

H. Protect survey control points prior to starting site work; preserve permanent reference points during construction.

I. Promptly report to Architect/Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.

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

1.4 PRECONSTRUCTION MEETING

A. Architect will schedule a meeting within 15 days after Notice of Intent to Award letter.

B. Attendance Required: Owner, Owner's Resident Inspector, Owner's Testing Laboratory Representative, Architect, Contractor, Contractor's Project Manager and Contractor's Job Superintendent.

C. Optional Attendance: Architect's consultants, subcontractors and utility company representatives.

D. Architect will preside at meeting, record minutes and distribute copies.

E. Agenda:
1. Execution of Owner-Contractor Agreement.
2. Issue Notice to Proceed.
3. Submission of executed bonds and insurance certificates.
5. Submission of list of Subcontractors, list of products, Schedule of Values, and progress schedule.
7. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
8. Scheduling.
9. Scheduling activities of Geotechnical Engineer.

F. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

1.5 PROGRESS MEETINGS

A. Architect will schedule and administer meetings throughout progress of the Work at maximum monthly intervals.

B. Architect will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes (Field Reports), and distribute copies.
C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Owner’s Resident Inspector, Architect, as appropriate to agenda topics for each meeting.

D. Agenda:
1. Review minutes (Field Reports) of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

1.6 PRE-INSTALLATION MEETINGS

A. When required in individual specification Sections, convene pre-installation meetings prior to commencing work of specific Section.

B. Require attendance of parties directly affecting, or affected by, Work of specific Section.

C. Notify Architect four days in advance of meeting date.

D. Prepare agenda and preside at meeting:
   1. Review conditions of installation, preparation and installation procedures.
   2. Review coordination with related work.

E. Record minutes and distribute copies within two days after meeting to participants, with copies to Architect, Owner, and those affected by decisions made.

PART 2 PRODUCTS - Not Used
C. Execute cutting, fitting, and patching including excavation and fill, to complete Work, and to:
   1. Fit the several parts together, to integrate with other Work.
   2. Uncover Work to install or correct ill-timed Work.
   3. Remove and replace defective and non-conforming Work.
   4. Remove samples of installed Work for testing.
   5. Provide openings in elements of Work for penetrations of mechanical and electrical Work.

D. Unless specifically shown on these plans, no structural member shall be cut, drilled or notched without prior written authorization from the Structural Engineer and the Division of the State Architect.

E. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.

F. Execute work by methods to avoid damage to other Work, and to provide proper surfaces to receive patching and finishing.

G. Provide protection from elements for areas which may be exposed by uncovering work.

H. Cut masonry and concrete materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

I. Restore Work with new products in accordance with requirements of Contract Documents.

J. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

K. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.

L. At penetrations of fire rated walls, partitions, ceiling, or floor construction, completely seal voids with fire rated material, to full thickness of penetrated element.

M. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.

N. Identify hazardous substances or conditions exposed during the Work to Architect/Engineer for decision or remedy.

END OF SECTION
SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Submittal procedures.
2. Construction progress schedules.
3. Proposed products list.
4. Product data.
5. Shop drawings.
6. Samples.
7. Certificates.
8. Manufacturers’ instructions.

B. Related Sections:
1. Section 01 60 00 - Product Requirements: Product substitutions and substitution submittal procedures.

1.2 SUBMITTAL PROCEDURES

A. Prepare complete submittal packages for each individual specification Section.

B. Transmit a minimum of 6 copies of each submittal with Architect accepted form.

C. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.

D. Identify Project, Architect's project number, Contractor, subcontractor and supplier; pertinent Drawing sheet and detail number(s), and specification Section number, appropriate to submittal.

E. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Contractor's stamp and signature will be returned without review.

F. Schedule submittals to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.

G. Make submittals in groups containing associated and related items to make sure that information is available for checking each item when it is received.

H. Make submittals enough in advance of scheduled dates for installation to provide time for review and possible revisions and resubmission prior to approval and subsequent placement of orders.

I. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.

J. Allow space on submittals for Contractor and Architect/Engineer review stamps.

K. When revised for resubmission, identify changes made since previous submission.
L. Distribute copies of reviewed submittals to concerned parties as appropriate. Instruct parties to promptly report any inability to comply with provisions.

M. Submittals not requested will not be recognized or processed.

N. Submittals that are required to be reviewed by the Architect more than twice are subject to a professional services fee as specified in the General Conditions.

1.3 CONSTRUCTION PROGRESS SCHEDULES

A. Submit initial schedules in duplicate within 14 days after date established in Notice to Proceed. After review, resubmit required revised data within ten days.

B. Submit revised Progress Schedules with each Application for Payment, identifying changes since previous version.

C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.

D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.

E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week. Provide critical path analysis.

F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, 50% completion, early and late finish, float dates, duration and other major milestones.

G. Indicate estimated percentage of completion for each item of Work at each submission.

H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, including Owner furnished products, and dates reviewed submittals will be required from Architect. Indicate decision dates for selection of finishes.

I. Indicate delivery dates for Owner furnished products.

J. Revisions To Schedules:
   1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
   2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
   3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

A. Within 14 days after date of Notice to Proceed, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number or each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.
1.5 PRODUCT DATA

A. Product Data: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. When specified in individual specification sections, submit number of copies of data for each product which Contractor requires, plus two copies which will be retained by Architect.

C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.6 SHOP DRAWINGS

A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

C. When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
   1. Include signed and sealed calculations to support design.
   2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
   3. Make revisions and provide additional information when required by authorities having jurisdiction.

D. When specified in individual specification sections, submit number of copies Contractor requires, plus two copies which will be retained by Architect.

E. After review, produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents described in Section 01 70 00 - Execution and Closeout Requirements.

1.7 SAMPLES

A. Samples: Submit to Architect/Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

B. Samples For Selection as Specified in Product Sections:
   1. Submit to Architect for aesthetic, color, or finish selection.
   2. Submit samples of finishes from full range of manufacturers' standard and custom colors, textures, and patterns for Architect selection.
   3. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern not stocked, but available from manufacturer, and special color/texture/pattern available from manufacturer as advertised in product data and brochures.
   4. Architect may select from any range at no additional cost to Owner.

C. Architect will make no color selections until all submittals related to color have been received and materials reviewed.
D. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

E. Include identification on each sample, with full Project information.

F. Submit the number or samples which Contractor requires, plus two of which will be retained by Architect.

G. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

H. After review, produce duplicates and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 01 70 00 - Execution and Closeout Requirements.

1.8 CERTIFICATES

A. When specified in individual specification sections, submit certification by manufacturer, installation/application subcontractor, or Contractor to Architect, in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Architect.

1.9 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Architect for delivery to Owner in quantities specified for Product Data.

B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.10 ERECTION DRAWINGS

A. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

B. Data indicating inappropriate or unacceptable Work may be subject to action by Architect.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION
SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Quality assurance and control of installation.
B. Tolerances.
C. References.
D. Labeling.
E. Field samples.
F. Mock-up requirements.
G. Manufacturer's field services.
H. Examination.
I. Preparation.

1.2 QUALITY ASSURANCE AND CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
B. Comply fully with manufacturer's instructions, including each step in sequence.
C. When manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
E. Perform Work by persons qualified to produce required and specified quality.
F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

1.3 TOLERANCES

A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 REFERENCES

A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.

B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by code.

C. Obtain copies of standards when required by Contract Documents. Maintain copy at jobsite during progress of the specific work.

D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.

E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 LABELING

A. Attach label from agency approved by authority having jurisdiction for products, assemblies, and systems required to be labeled by applicable code.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
   1. Model number.
   2. Serial number.
   3. Performance characteristics.

1.6 MOCK-UP REQUIREMENTS

A. Tests will be performed under provisions identified in this Section and identified in respective product specification Sections.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Accepted mock-ups shall be comparison standard for remaining Work.

D. Where mock-up has been accepted by Architect and is specified in product specification Sections to be removed; remove mock-up and clear area when directed to do so by Architect.

1.7 MANUFACTURERS' FIELD SERVICES

A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust, and balance of equipment as applicable, and to initiate instructions when necessary.

B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

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

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

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

3.2 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

END OF SECTION
SECTION 01 41 00
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Selection and payment.
B. Contractor submittals.
C. Laboratory responsibilities.
D. Laboratory reports.
E. Limits on testing laboratory authority.
F. Contractor responsibilities.
G. Schedule of inspections and tests by owner's testing laboratory.
H. Schedule of inspections and tests by contractor's testing laboratory.
I. Inspection by the Owner.

1.2 REFERENCES

B. ANSI/ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
D. 2010 California Fire Code.
E. Title 24 of the California Code of Regulations.

1.3 SELECTION AND PAYMENT

A. Owner will employ and pay for services of an independent testing laboratory approved by DSA to perform inspection and testing as specified by Owner's testing laboratory.
B. School District shall employ and pay for services of an independent testing laboratory to perform inspection and testing as specified by project drawings, specifications, construction and contract documents.
C. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
1.4 OWNER'S LABORATORY RESPONSIBILITIES

A. Test samples of mixes submitted by Inspector.


C. Perform specified inspection, sampling and testing of products in accordance with specified standards.

D. Ascertained compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Architect, Inspector and Contractor of observed irregularities or non-conformance of Work or products.

F. Perform additional inspections and tests required by Architect, Inspector or Division of the State Architect.

G. Attend pre-construction meetings and progress meetings when requested by Architect.

1.5 LABORATORY REPORTS

A. After each inspection and test, promptly submit one copy of laboratory report to Architect, Engineer, Owner's Resident Inspector approved by DSA, Division of the State Architect and Contractor.

B. Reports shall include the following:
   1. Date issued.
   2. Project title and number.
   3. Name of inspector.
   4. Date and time of sampling or inspection.
   5. Identification of product and specifications Section.
   6. Location in the Project.
   7. Type of inspection or test.
   8. Date of test.
   9. Results of tests.

C. When requested by Architect, provide interpretation of test results.

D. Verification of Test Reports: Each testing agency shall submit to the Architect and the Division of the State Architect a verified report in duplicate covering all of the tests which were required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time and at the completion of the project, covering all tests.

1.6 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop the Work.
1.7 CONTRACTOR RESPONSIBILITIES

A. Submit proposed mix designs to Architect for review in accordance with specification Section 03 30 00.

B. Cooperate with laboratory personnel, and provide access to the Work and to manufacturer's facilities.

C. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must by terms of the Contract by tested, in order that the Owner may arrange for the testing of same at the source of supply.

D. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated in the job.

E. The Owner will select and pay testing laboratory, approved by DSA, costs for all tests and inspections, but may be reimbursed by the Contractor for such costs under the Contract Documents.

F. Notify Architect, Owner's Resident Inspector and laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
   1. When tests or inspections cannot be performed after such notice, reimburse Owner for laboratory personnel and travel expenses incurred due to the Contractor's negligence.

G. If additional testing/inspection is required for items described in paragraph 1.8, the Testing Lab approved by DSA must be employed by the Owner. All costs for additional testing/inspection required will be deducted by the Owner from the Contract Sum.

1.8 SCHEDULE OF INSPECTIONS AND TESTS BY OWNER'S TESTING LABORATORY

A. Perform tests and inspections in conformance with 2010 California Building Code and Title 24 of the California Code of Regulations for all items listed on the DSA approved Tests & Inspections form, including but not limited to the following:
   1. Foundations (Chapter 18A)
      a. Earth fill compaction - 1803A.5, Table 1704A.7
   2. Concrete (Chapter 19A)
      a. Materials
         1) Portland Cement Tests - 1903A.1, 1916A.1
         2) Concrete Aggregates - 1903A.5, ACI 318 Section 3.3
         3) Reinforcing Bars - 1903A.7, 1916A.2
         4) Batch Plant Inspection - 1704A.4.2
         5) Waiver of Batch Plant Inspection and Tests - 1704A.4.3
      b. Concrete Quality
         1) Proportions of Concrete - 1905A.1; A.2; A.3; A.4
         2) Strength Tests of Concrete - 1905A.6
      c. Concrete Inspection
         1) Job Site Inspection - Table 1704A.4
         2) Batch Plant or Weighmaster Inspection - 1704A.4.2, 1704A.4.3
         3) Reinforcing Bar Welding Inspection - 1704A.3.1.3
1.9 INSPECTION BY THE OWNER

A. An Inspector, approved by DSA, employed by the Owner in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. His duties are specifically defined in Section 4-342 of Title 24, Part 1.

B. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The Contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

C. The Owner and his representatives shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

D. The Owner shall have the right to reject materials and workmanship that are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the Contractor.

E. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the Contractor.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION
SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities:
   1. Temporary lighting for construction purposes.
   2. Telephone service.
   3. Facsimile service.
   4. Temporary sanitary facilities.

B. Construction Facilities:
   1. Field offices.
   2. Vehicular access.
   3. Parking.
   4. Progress cleaning and waste removal.
   5. Fire prevention facilities.

C. Temporary Controls:
   1. Barriers.
   2. Enclosures and fencing.
   4. Water control.
   5. Dust control.
   7. Noise control.

D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide and maintain lighting for construction operations to achieve minimum required lighting levels on a per site basis.

B. Provide and maintain lighting to exterior staging and storage areas after dark for security purposes.

C. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for required lighting levels.

D. Maintain lighting and provide routine repairs.

E. Permanent building lighting may be utilized during construction.

1.3 TELEPHONE SERVICE

A. Provide, maintain and pay for telephone service to field office and Owner's/Inspector's field office at time of project mobilization. Inspector's office to have separate telephone lines.

1.4 FACSIMILE SERVICE
A. Provide, maintain and pay for facsimile service with dedicated telephone line to field office at time of project mobilization.

1.5 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide facilities at time of project mobilization.

1.6 FIELD OFFICES

A. Do not use existing facilities for field offices or for storage.

B. Office: Weather-tight, with lighting, electrical outlets, heating, cooling and ventilating equipment and equipped with sturdy furniture, drawing rack and drawing display table. One field office is required for the project. Location to be determined by the District representative.

C. Provide space for project meetings, with table and chairs to accommodate 6 persons.

D. Locate offices minimum distance of 30 feet from structures.

E. Construction: Portable or mobile buildings, or buildings constructed with floors raised above grounds, securely fixed to foundations with steps and landings at entrance doors.

   1. Construction: Structurally sound, secure, weather tight enclosures for office spaces. Maintain during progress of work; remove at completion of work.

   2. Temperature Transmission Resistance of Floors, Walls and Ceilings: Compatible with occupancy and storage requirements.


   4. Interior Materials in Offices: Sheet type materials for walls and ceilings, pre-finished or painted, resilient floors and bases.

F. Environmental Control: Heating, cooling, and ventilating for offices: Automatic equipment to maintain comfort conditions.

G. Preparation: Fill and grade sites for temporary structures sloped for drainage away from buildings.

H. Installation:

   1. Install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.

   2. Parking: Two hard surfaced parking spaces for use by Owner and Architect, connected to office by hard surfaced walk.

   3. Employee Residential Occupancy: Not allowed on Owner’s property.

I. Maintenance and Cleaning:

   1. Janitorial services for offices; periodic cleaning and maintenance for office.

   2. Maintain approach walks free of mud, water, and snow.
J. Removal: At completion of work remove buildings, foundations, utility services, and debris. Restore areas.

1.7 VEHICULAR ACCESS

A. Extend and relocate vehicular access as Work progress requires, provide detours as necessary for unimpeded traffic flow.

B. Provide unimpeded access for emergency vehicles. Maintain 26 feet wide driveways with turning space between and around combustible materials.

C. Provide and maintain access to fire hydrants and control valves free of obstructions.

D. Provide means of removing mud from vehicle wheels before entering streets.

1.8 PARKING

A. When site space is not adequate, provide additional off-site parking.

B. Do not allow heavy vehicles or construction equipment in parking areas.

C. Permanent Pavements And Parking Facilities:
   1. Bases for permanent roads and parking areas may be used for construction traffic.
   2. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

D. Maintenance: Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice. Promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

E. Mud from Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.

B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.

C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.

D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose legally and properly off-site. Debris may not be stockpiled.

E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.10 FIRE PREVENTION FACILITIES

A. Tobacco use is prohibited on site.
B. Establish fire watch for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.

C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
   1. Provide one fire extinguisher at each building under construction.
   2. Provide minimum one fire extinguisher in every construction trailer and storage shed.
   3. Provide minimum one fire extinguisher on roof during roofing operations using heat producing equipment.

1.11 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way.

C. Provide protection for plants designated to remain. Replace damaged plants.

D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.12 ENCLOSURES AND FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.13 SECURITY

A. Security Program:
   1. Protect Work and existing premises from theft, vandalism, and unauthorized entry.
   2. Initiate program at project mobilization.
   3. Maintain program throughout construction period until Owner occupancy.

1.14 WATER CONTROL

A. Grade sites to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.

B. Protect sites from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.15 DUST CONTROL

A. Execute Work by methods to minimize raising dust from construction operations.

B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.16 EROSION AND SEDIMENT CONTROL

A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
B. Minimize surface area of bare soil exposed at one time.

C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.

D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

E. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.

1.17 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise produced by construction operations.

1.18 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities and materials prior to Final Application for Payment.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated on Drawings.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION
PART 1 GENERAL

1.1 SECTION INCLUDES
A. Products.
B. Product delivery requirements.
C. Product storage and handling requirements.
D. Product options.
E. Product substitutions.
F. Substitution submittal procedures.

1.2 PRODUCTS
A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.

1.3 PRODUCT DELIVERY REQUIREMENTS
A. Transport and handle products in accordance with manufacturer's instructions.
B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS
A. Store and protect products in accordance with manufacturers' instructions.
B. Store with seals and labels intact and legible.
C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
D. For exterior storage of fabricated products, place on sloped supports above ground.
E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of one of manufacturers named and meeting specifications, no options or substitutions allowed.

C. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTIONS

A. The Contract is based upon the standards of quality established by those items of equipment and/or materials which are specifically identified in the Contract Documents.

B. Limitations On Substitutions:
   1. Substitutions for products specified by proprietary name will be considered in accordance with substitutions Article of the General Conditions only when submitted on Architect's Substitution Request Form with complete data substantiating compliance of proposed substitution with Contract Documents within the time frame specified in the General Conditions.
   2. Consideration by Architect of a Substitution Request will be made in conformance with provisions of this Section.
   3. Substitutions will not be considered when requested or submitted directly by subcontractor or supplier.
   4. Substitutions will not be considered as a result of the failure to pursue the work promptly or coordinate activities properly.
   5. Burden of proof of merit of requested substitution is the responsibility of the Contractor.
   6. It is the sole responsibility of the Contractor to establish proper content of submittal for request for Substitutions. Incomplete submittals will be rejected.
   7. Owner shall receive full benefit of any cost reduction as a result of any request for Substitution.
   8. Architect's decision on Substitution Requests are final and do not require documentation or justification.
   9. When Substitution is not accepted, provide specified product.
   10. Substituted products shall not be ordered or installed without written acceptance.

C. Consideration by Architect of Substitution Requests received after time frame specified in the General Conditions will only be made when one or more of the following conditions are met and documented:
   1. Specified item fails to comply with regulatory requirements.
   2. Specified item has been discontinued.
   3. Specified item, through no fault of the Contractor, is unavailable in the time frame required to meet project schedule.
   4. Specified item, through subsequent information disclosure, will not perform properly or fit in designated space.
   5. Manufacturer declares specified product to be unsuitable for use intended or refuses to warrant installation of product.
   6. Substitution would be, in the sole judgment of the Architect, a substantial benefit to the Owner in terms of cost, time, energy conservation, or other consideration of merit.

D. Notwithstanding the above, the Architect may consider a Substitution Request after the time specified in the General Conditions, if in the sole discretion of the Architect, there appears to be just cause for
such a request. The acceptance of such a late request does not waive any other requirement as stated herein.

E. Regulatory Requirements:
1. It shall be the responsibility of the Contractor to obtain all regulatory approvals required for proposed Substitutions.
2. All regulatory approvals shall be obtained for proposed Substitutions prior to submittal of Substitution Request to Architect.
3. Substitution of materials or work procedures which affect the health, safety and welfare of the public shall have prior approval of the Division of the State Architect (DSA) field representative.
4. All costs incurred by the Owner in obtaining regulatory approvals for proposed Substitutions, including the costs of the Architect and any authority having jurisdiction over the project shall be reimbursed to the Owner by means of a Change of Order. Costs of these services shall be reimbursed regardless of final acceptance or rejection of substitution.

F. A Substitution Request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
2. Will provide same warranty for Substitution as for specified product.
3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
4. Waives claims for additional costs or time extension which may subsequently become apparent.
5. Will reimburse Owner by means of Change Order to the Contract for the cost of Architect's review or redesign services associated with re-approval by authorities having jurisdiction.

G. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents. Review of shop drawings does not constitute acceptance of Substitutions indicated or implied on Shop Drawings.

1.7 SUBSTITUTION SUBMITTAL PROCEDURES

A. Submit six copies of each request for Substitution for consideration. Limit each request to one proposed Substitution.

B. Submit request with Architect's Substitution Request Form. Form may be obtained at the office of the Architect. Substitution requests received without request form will be returned without review.

C. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.

D. Request to include sufficient data so that direct comparison of proposed Substitution can be made.

E. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents. Include the following minimum information, as appropriate:
1. Statement of cause for substitution request.
2. Identify product by specification section and article number.
3. Provide manufacturer's name, address, and phone number. List fabricators, suppliers, and installers as appropriate.
4. List similar projects where proposed substitution has been used, dates of installation and names of Architect and Owner.
5. List availability of maintenance services and replacement materials.
6. Documented or confirmation of regulatory approval.
7. Product Data, including drawings and descriptions of products.
8. Fabrication and installation procedures.
9. Samples of proposed Substitutions.
10. Itemized comparison of significant qualities of the proposed Substitution with those of the product specified. Significant qualities may include size, weight, durability, performance requirements and visual effects.
11. Coordination information, including a list of changes or modifications needed to other items of work that will become necessary to accommodate proposed Substitution.
13. Cost information including a proposal of the net change, if any, in the Contract sum.
14. Certification that the Substitution is equal to or better in every respect to that required by the Contract Documents and that Substitution will perform adequately in the application intended.
15. Waiver of right to additional payment or time that may subsequently become necessary because of failure of Substitution to perform adequately.

F. Inadequate warranty, vagueness of submittal, failure to meet specified requirements, or submittal of insufficient data will be cause for rejection of Substitution Request.

G. Architect will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION
SUBSTITUTION REQUEST FORM

TO: FF & J ARCHITECTS, INC.

PROJECT: ________________________________

SPECIFIED ITEM: ________________________________

SECTION PAGE PARAGRAPH DESCRIPTION

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION:

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the requests; applicable portions of the data are clearly identified.

Attached data also includes description of changes to Contract Documents which proposed substitution will require for its proper installation.

The undersigned states that the following paragraphs, unless modified on attachments, are correct:

1. The proposed substitution does not affect dimensions shown on Drawings.

2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.

3. The proposed substitution will have no adverse effect on other trades, the construction schedule, or specified warranty requirements.

4. Maintenance and service parts will be locally available for the proposed substitution.

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

Submitted by:
Signature: _______________ For use by FFJ

Firm: ________________________________

☑ Accepted ☐ Accepted as noted

Address: ________________________________

☐ Not Accepted ☐ Received too late

By ________________________________

Date: ________________________________ Date : ________________________________

Telephone: ________________________________ Remarks: ________________________________

Attachments:
SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Closeout procedures.
B. Final cleaning.
C. Protecting installed construction.
D. Project record documents.
E. Product warranties.

1.2 CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect's review.

B. Requirement Preparatory to Project Acceptance:
   1. Certifications delivered to Architect that no new materials containing asbestos have been included in the work.
   2. Temporary facilities shall be removed from site as specified in Section 01 50 00 Temporary Facilities and Controls.
   3. Site shall be thoroughly cleaned as specified in General Conditions and in this Section.
   4. Record drawings shall be completed, signed by Contractor and Inspector and submitted to Architect as specified in General Conditions.
   5. Guarantees and warranties shall be submitted to Architect as specified in General Conditions.
   6. Contractor shall notify Architect when Contractor, with concurrence of Inspector, feels project is complete enough to prepare Punch List.

C. Project Acceptance:
   1. After requirements preparatory to project acceptance have been completed as herein specified, Contractor shall notify Architect to perform acceptance tour. Notice shall be given at least three days in advance of the time the acceptance tour is to be performed.
   2. Contractor or his principal superintendent, authorized to act in behalf of Contractor, shall accompany Architect and Inspector on acceptance tour, as well as any principal subcontractors that Architect may request to be present.
      a. If work has been completed in accordance with Contract Documents, and no further corrective measures are required, Architect will recommend that Owner accept Project and file Notice of Completion.
      b. If work has been substantially completed in accordance with Contract Documents, and only minor corrective measures are required, Architect will recommend that Owner conditionally accept Project and file Notice of Completion based upon Contractor's assurance that corrective measures will be completed within shortest practicable time period.
      c. If work has not been substantially completed in accordance with Contract Documents, and several or many corrective measures are still required, Architect
will recommend that Owner not accept project and not file Notice of Completion. Instead, based on information gathered from acceptance tour, Contractor will be required to complete all corrective measures and then call for another project acceptance tour following procedure outlined above. Owner will compensate Architect for additional acceptance tour and deduct amount paid from final payment to Contractor.

3. Upon acceptance of Project by Owner, Contractor shall submit his request for final payment, less retention. Retention payment will not be made by Owner until 35 days after filing of Notice of Completion.
   a. Should any corrective measures remain incomplete at time retention is due, Contractor shall provide Owner with Cashier's Check(s) in exchange for retention. Cashiers Check(s) shall be in an amount twice the agreed estimated cost to accomplish the corrective measures to assure that Owner will have sufficient funds to accomplish work by others should Contractor not complete corrective measures in a reasonable amount of time.

D. Provide submittals to Architect that are required by authorities having jurisdiction.

E. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

A. Execute final cleaning prior to final project assessment.

B. Clean debris from drainage systems.

C. Clean site; sweep paved areas, rake clean landscaped surfaces.

D. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 PROTECTING INSTALLED CONSTRUCTION

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

C. Protect finished surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.

1.5 PROJECT RECORD DOCUMENTS

A. Maintain on site, one set of the following record documents; record actual revisions to the Work in contrasting color:
   2. Specifications.
   3. Addenda.
   4. Change Orders and other Modifications to the Contract.
   5. Reviewed Shop Drawings, Product Data and samples.
   6. Manufacturer's instruction for assembly, installation, and adjusting.

B. Ensure entries are complete and accurate, enabling future reference by Owner.
C. Store Record Documents separate from documents used for construction.

D. Record information concurrent with construction progress, not less than weekly.

E. Specifications: Legibly mark and record at each product section in contrasting color ink, description of actual products installed, including the following:
   1. Manufacturer's name and product model and number.
   2. Product substitutions or alternates utilized.
   3. Changes made by Addenda and modifications.

F. Record Drawings and Shop Drawings: Legibly mark each item in contrasting color ink to record actual construction including:
   1. Measured depths of foundations in relation to finish floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
   4. Field changes of dimensions and detail.
   5. Details not on original Contract Drawings.

G. Submit documents to Architect with claim for final Application for Payment.

1.6 PRODUCT WARRANTIES

A. Obtain warranties executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.

B. Execute and assemble transferable warranty documents from subcontractors, suppliers, and manufacturers.

C. Verify documents are in proper form, contain full information, and are notarized.

D. Co-execute submittals when required.

E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.

F. Submit prior to final Application for Payment.

G. Time Of Submittals:
   1. Make submittals within ten days after Notice of Completion, prior to final Application for Payment.
   2. For items of Work for which acceptance is delayed beyond Notice of Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION - Not Used.

END OF SECTION
SECTION 03 10 00
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Formwork for cast-in-place concrete.
   2. Shoring, bracing, and anchorage.
   3. Openings for other affected work.
   4. Form accessories.
   5. Form stripping.

B. Related Sections:
   1. Section 03 20 00 - Concrete Reinforcing.
   2. Section 03 30 00 - Cast-In-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
   2. ACI 301 - Specifications for Structural Concrete.
   3. ACI 347 - Guide to Formwork for Concrete.

B. American Forest and Paper Association:
   1. AF&PA - National Design Specifications for Wood Construction.

C. The Engineered Wood Association:

D. ASTM International:

E. West Coast Lumber Inspection Bureau:
   1. WCLIB - Standard Grading Rules for West Coast Lumber.


1.3 DESIGN REQUIREMENTS

A. Design, engineer and construct formwork, shoring and bracing in accordance with ACI 301 to conform to design and applicable code requirements to achieve concrete shape, line and dimension as indicated on Drawings.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with ACI 301 and ACI 347.

B. For wood products furnished for work of this Section, comply with AF&PA.
1.5 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate this Section with other sections of work, requiring attachment of components to formwork.

1.6 REGULATORY REQUIREMENTS

A. Conform to requirements of 2010 California Building Code.

PART 2 PRODUCTS

2.1 WOOD FORM MATERIALS

A. Plywood: APA/EWA PS 1-84, 5-ply, C-B grade, Structural 1; Exterior features.

B. Lumber Forms: “Standard” Grade Douglas Fir, conforming to WCLIB Standard Grading Rules for West Coast Lumber with grade stamp clearly visible. Surface boards on four sides.

2.2 PREFABRICATED FORMS

A. Tubular Column Type: Round, spirally wound laminated fiber material, surface treated with release agent, non-reusable, sizes as indicated on Drawings.

2.3 FORMWORK ACCESSORIES

A. Form Ties: Snap-off type, galvanized metal, adjustable length, cone type, 1 inch back break dimension, free of defects capable of leaving holes larger than 1 inch in concrete surface.

B. Spreaders: Standard, non-corrosive metal form clamp assembly, of type acting as spreaders and leaving no metal within 1 inch of concrete face. Wire ties, wood spreaders or through bolts are not permitted.

C. Form Release Agent: Colorless mineral oil that will not stain concrete, absorb moisture, or impair natural bonding or color characteristics of coating intended for use on concrete.

1. Manufacturers:
   a. Arcal Chemical Corporation Arcal-80.
   b. Industrial Synthetics Company Synthex.
   c. Nox-Crete Company Nox-Crete Form Coating.
   d. Substitutions: Section 01 60 00 - Product Requirements.

D. Corners: Fillet and Chamfer, wood strip type; 1/2 x 1/2 inch size; maximum possible lengths. Dovetail Anchor Slot: Galvanized steel, 22 gage thick, foam filled, release tape sealed slots, anchors for securing to concrete formwork.

E. Flashing Reglets: Galvanized steel, 22 gage thick, longest possible lengths, with alignment splines for joints, foam filled, release tape sealed slots, anchors for securing to concrete formwork.


G. Nails, Spikes, Lag Bolts, Through Bolts, Anchorages: Size, strength and character to maintain formwork in place while placing concrete.
PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify lines, levels, and centers before proceeding with formwork. Verify dimensions agree with Drawings.

3.2 INSTALLATION

A. Earth Forms:
   1. Obtain Architect’s approval prior to the use of earth forms.
   2. Trench earth forms neatly, accurately, and at least 2 inches wider than footing widths indicated on Drawings.
   3. Hand-trim sides and bottom of earth forms.
   4. Construct wood edge strips at top of each side of trench to secure reinforcing and prevent trench from sloughing.
   5. Form sides of footings where earth sloughs.
   6. Tamp earth forms firm and clean forms of debris and loose material before depositing concrete.
   7. Remove loose dirt prior to placing concrete.

B. Formwork - General:
   1. Provide top form for sloped surfaces steeper than 1.5 horizontal to 1 vertical to hold shape of concrete during placement, unless it can be demonstrated that top forms can be omitted.
   2. Construct forms to correct shape and dimensions, mortar-tight, braced, and of sufficient strength to maintain shape and position under imposed loads from construction operations.
   3. Camber forms where necessary to produce level finished soffits unless otherwise shown on Drawings.
   4. Carefully verify horizontal and vertical positions of forms. Correct misaligned or misplaced forms before placing concrete.
   5. Complete wedging and bracing before placing concrete.

C. Forms for Smooth Finish Concrete:
   1. Use steel, plywood or lined board forms.
   2. Use clean and smooth plywood and form liners, uniform in size, and free from surface and edge damage capable of affecting resulting concrete finish.
   3. Install form lining with close-fitting square joints between separate sheets without springing into place.
   4. Use full size sheets of form lines and plywood wherever possible.
   5. Tape joints to prevent protrusions in concrete.
   6. Use care in forming and stripping wood forms to protect corners and edges.
   7. Level and continue horizontal joints.
   8. Keep wood forms wet until stripped.

D. Erect formwork, shoring, and bracing to achieve design requirements, in accordance with requirements of ACI 301.

E. Provide bracing to ensure stability of form work. Strengthen form work liable to be over stressed by construction loads.

F. Do not displace or damage vapor retarder placed by Section 03 30 00.
G. Minimize form joints. Symmetrically align joints and make watertight to prevent leakage of mortar.

H. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.

I. Install fillet and chamfer strips on external corners of columns and walls.

J. Reuse of formwork shall be subject to the inspection and approval of the Architect and/or Structural Engineer. Do not patch formwork. Reuse of forms without proper approval shall be grounds for rejection of work.

K. Construct forms of new and clean materials for all finished exposed surfaces except otherwise approved by the Inspector.

L. Provide all openings in concrete to accommodate mechanical and electrical work. Items required to be incorporated in concrete shall be accurately placed and supported on form work.

3.3 APPLICATION - FORM RELEASE AGENT

A. Apply form release agent on formwork in accordance with manufacturer's recommendations.

B. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.

C. Do not apply form release agent where concrete surfaces are indicated to receive applied coverings that are affected by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.

D. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse, if approved. For exposed work, do not reuse forms with damaged faces or edges. Apply form coating to forms in accordance with manufacturer's specifications. Do not coat forms for concrete indicated to receive "scored finish". Apply form coatings before placing reinforcing steel.

3.4 INSTALLATION - INSERTS, EMBEDDED PARTS, AND OPENINGS

A. Install formed openings where required for items to be embedded in or passing through concrete work.

B. Locate and set in place items required to be cast directly into concrete.

C. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.

D. Install accessories straight, level, and plumb in accordance with manufacturer’s instructions. Ensure items are not disturbed during concrete placement.

E. Provide temporary ports or openings in formwork where required to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

F. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly fitted so joints will not be apparent in exposed concrete surfaces.

G. Form Ties:
   1. Use sufficient strength and sufficient quantity to prevent spreading of forms.
   2. Place ties at least 1 inch away from finished surface of concrete.
3. Leave inner rods in concrete when forms are stripped.
4. Space form ties equidistant, symmetrical and aligned vertically and horizontally unless otherwise shown on Drawings.

H. Arrangement: Arrange formwork to allow proper erection sequence and to permit form removal without damage to concrete.

I. Construction Joints:
1. Install surfaced pouring strip where construction joints intersect exposed surfaces to provide straight line at joints.
2. Just prior to subsequent concrete placement, remove strip and tighten forms to conceal shrinkage.
3. Show no overlapping of construction joints. Construct joints to present same appearance as butted plywood joints.
4. Arrange joints in continuous line straight, true and sharp.

J. Embedded Items:
1. Make provisions for pipes, sleeves, anchors, inserts, reglets, anchor slots, nailers, water stops, and other features.
2. Do not embed wood or uncoated aluminum in concrete.
3. Obtain installation and setting information for embedded items furnished under other Specification sections.
4. Securely anchor embedded items in correct location and alignment prior to placing concrete.

K. Openings for Items Passing Through Concrete:
1. Frame openings in concrete where indicated on Drawings. Establish exact locations, sizes, and other conditions required for openings and attachment of work specified under other sections.
2. Coordinate work to avoid cutting and patching of concrete after placement.
3. Perform cutting and repairing of concrete required as result of failure to provide required openings.

L. Screeds:
1. Set screeds and establish levels for tops of concrete slabs and levels for finish on slabs.
2. Slope slabs to drain where required or as shown on Drawings.
3. Before depositing concrete, remove debris from space to be occupied by concrete and thoroughly wet forms. Remove freestanding water.

M. Screed Supports:
1. For concrete over waterproof membranes and vapor retarder membranes, use cradle, pad or base type screed supports which will not puncture membrane.
2. Staking through membrane is not permitted.

N. Cleanouts and Access Panels:
1. Provide removable cleanout sections or access panels at bottoms of forms to permit inspection and effective cleaning of loose dirt, debris and waste material.
2. Clean forms and surfaces against which concrete is to be placed. Remove chips, saw dust and other debris. Thoroughly blow out forms with compressed air just before concrete is placed.

3.5 FORM CLEANING

A. Clean forms as erection proceeds, to remove foreign matter within forms.
B. Clean formed cavities of debris prior to placing concrete.

C. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.

D. During cold weather, remove ice and snow from within forms. Do not use de-icing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

3.6 FORM REMOVAL

A. Do not remove forms or bracing until concrete has gained sufficient strength to carry its own weight and imposed loads and removal has been permitted by Inspector.

B. Do not damage concrete surfaces during form removal. Loosen forms carefully. Do not wedge pry bars, hammers, or tools against finish concrete surfaces scheduled for exposure to view.

C. Remove formwork progressively so no unbalanced loads are imposed on structure.

D. Remove formwork in the same sequence as concrete placement to achieve similar concrete surface coloration.

E. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.

F. Store reusable forms for exposed architectural concrete to prevent damage to contact surfaces.

G. Leave forms in place for minimum number of days as specified in ACI 347.

H. Re-shore structural members due to design requirements or construction conditions to permit successive construction.

3.7 CLEANING

A. Clean forms to remove foreign matter as erection proceeds.

B. Ensure that water and debris drain to exterior through clean-out ports.

3.8 ERECTION TOLERANCES

A. Construct formwork to maintain tolerances required by ACI 301 and as follows:

1. Variation from plumb in lines and surfaces of columns, piers, walls and arises shall not exceed 1/8 inch in 10 feet; 1/4 inch in any story or 10 feet maximum; 3/8 inch in 40 feet or more.

2. Variations from level or grades indicated in floors, ceilings, beam soffits and arises shall not exceed 1/8 inch in 10 feet; 1/4 inch in any bay or 20 feet maximum. For exposed lintels, sills, parapets, canopies, overhangs and the like, not to exceed 1/4 inch in 20 feet.

3. Variation from linear building lines from established position on plan and related position of columns, walls and partitions shall not exceed 1/4 inch in any bay or 20 feet.

4. Variation in size and location of sleeves, floor openings and wall openings, shall not exceed 1/4 inch.

5. Variations in footings: Dimensions shall lay between minus 1/2 inch and plus 2 inches. Misplacement or eccentricity shall not exceed 2% of footing width in direction of misplacement, but not over 2 inches.
6. Variation in steps shall not exceed 1/8 inch in rise or 1/4 inch in tread in a flight, and in consecutive steps 1/16 inch in rise and 1/8 inch in tread.

B. Camber slabs and beams in accordance with ACI 301.

3.9 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.

C. Notify Architect/Engineer after placement of reinforcing steel in forms, but prior to placing concrete.

D. Schedule concrete placement to permit formwork inspection before placing concrete.

END OF SECTION
SECTION 03 20 00

CONCRETE REINFORCING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Reinforcing steel bars.
   3. Reinforcement accessories.

B. Related Sections:
   1. Section 03 10 00 - Concrete Forming and Accessories.
   2. Section 03 30 00 - Cast-In-Place Concrete.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.

B. ASTM International:
   1. ASTM A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.
   2. ASTM A185 - Standard Specification for Welded Steel Wire Fabric for Concrete Reinforcement.
   3. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.

C. Concrete Reinforcing Steel Institute:
   2. CRSI - Placing Reinforcing Bars.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
   1. Submit certified copies of mill test report of supplied reinforcement materials indicating physical and chemical analysis.

1.4 QUALITY ASSURANCE


B. Perform Work in accordance with 2010 California Building Code.

1.5 QUALIFICATIONS

A. Welders: AWS qualified within previous 12 months.
1.6 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate with placement of formwork, formed openings and other Work.

1.7 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 41 00 and as required by the Division of the State Architect and District Inspector.

PART 2 PRODUCTS

2.1 REINFORCEMENT

A. Deformed Reinforcement: ASTM 615; 60 ksi yield strength, steel bars, unfinished.

B. Welded Plain Wire Fabric: ASTM A185; in flat sheets; unfinished.

C. Steel Dowels: Of same grade as bars to which dowels are to be connected.

D. Stirrup Steel: ASTM A82.

2.2 ACCESSORY MATERIALS

A. Tie Wire: Minimum 16 gage annealed type.

B. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for strength and support of reinforcement during concrete placement conditions including load bearing pad on bottom to prevent vapor retarder puncture.

C. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: Plastic-coated steel type; size and shape to meet Project conditions.

2.3 FABRICATION

A. Fabricate concrete reinforcement in accordance with CRSI Manual of Practice, providing concrete cover specified in Section 03 30 00.

B. All reinforcement shall be fabricated to the shapes detailed on the drawings in accordance with sound engineering practice. Any bending or straightening shall be done only with an approved bar bender in a manner that will not injure the material. Bars with kinks or bends not shown on the drawings shall not be used. Exposed reinforcement bars intended for bonding with future extensions shall be protected against displacement by others. Bars shall not be bent out of the way unless approved by the Inspector and Structural Engineer.

C. Size of bends for stirrups, ties and hooks shall comply with 2010 California Building Code, Section 1907A.2.

D. Bends for other bars, except hooks, shall be made around a pin having a diameter not less than six times the minimum thickness of the bar, except that for bars larger than one inch thick, the pin shall be not less than eight times the minimum thickness of the bar. All bars shall be bent cold.

E. Fabricate column reinforcement with offset bends at reinforcement splices.
F. Form spiral column reinforcement from minimum 3/8 inch diameter continuous deformed bar or wire.

G. Weld reinforcement in accordance with AWS D1.4.

H. Locate reinforcement splices not indicated on Drawings, at point of minimum stress. Review location of splices with Architect/Engineer prior to installation.

PART 3 EXECUTION

3.1 PLACEMENT

A. Place, support and secure reinforcement against displacement. Do not deviate from required position.
   1. Do not weld crossing reinforcement bars for assembly except as permitted by Architect/Engineer.

B. Do not displace or damage vapor retarder placed by Section 03 30 00.

C. Accommodate placement of formed openings.

D. Conform to 2010 California Building Code for concrete cover over reinforcement.

E. Steel reinforcement shall be clean at the time concrete is placed around it free from rust scale, loose mill scale, oil paint or any coating that will destroy or reduce the bond between steel and concrete.

F. Furnish all dowels anchoring masonry to concrete foundations and install as directed by the masonry contractor.

G. Particular care shall be taken in placing and securing reinforcement to maintain proper clearance between parallel bars and between bars and forms during the placing of concrete. Where dowels or bars extend through construction joints, they shall be secured firmly in position to avoid displacement during the placing of concrete. Before any concrete pouring operation is started, all reinforcement shall be in place and shall be inspected and approved.

H. The clear distance between parallel reinforcing bars shall be not less than 1-1/2 times the nominal diameter of the bars, but in no case shall the distance be less than 1-1/2 inches nor less than 1-1/3 times the maximum size aggregate.

I. Metal accessories shall be provided as required to properly install all reinforcement in accordance with the CSRI - Manual of Standard Practice.

J. In all footings, the reinforcing steel shall be supported from templates, from forms or on pre-cast concrete blocks. Bricks shall not be used to support reinforcing steel.

K. Reinforcing steel for slabs on ground or fill shall be supported on pre-cast concrete blocks of proper size, space so as to hold the steel at proper height in the slabs.

L. At those surfaces of footings and other principal structural members in which the concrete is deposited directly against the ground, steel reinforcement shall have a minimum covering of three inches of concrete. At other surfaces where concrete may be exposed to the ground, but is placed in forms, the metal reinforcement shall be protected by at least two inches of concrete. At surfaces which are to be exposed to the weather, reinforcing bars more than 5/8 inch in diameter shall be
protected by at least 2 inches of concrete, and bars 5/8 inch or less in diameter shall be protected
by at least 1-1/2 inches of concrete.

M. Steel reinforcement in members not exposed to the ground or weather shall be protected by not
less than 3/4 inch of concrete in slabs, walls and joists, not less than 1-1/2 inches in beams and
columns. Concrete protection for reinforcement shall in all cases be at least equal to the diameter
of the bars.

N. Splices in Reinforcement:
1. Horizontal Bars: All reinforcing steel shall be accurately spaced and secured in place
with annealed wire not smaller than 16 gage. Wall and slab steel shall be wired together
at all points where bars cross. Splices in adjacent bars shall be separated by at least 4 feet
except where otherwise specifically shown on the drawings. Bars shall be wired together
at all laps.
2. Wall Steel: Spliced bars in walls may be either separated or wired together. Deformed
bars shall be lapped a minimum of 60 bar diameters.
3. Columns: Splices in longitudinal deformed reinforcement in all columns shall provide a
lap of at least 40 bar diameters. Offsets shall occur in a region where lateral support is
afforded by concrete capitals, floor slabs, metal ties or reinforcing spirals and the slope of
the inclined portion of the axis of the column shall not exceed one in six. Offsets shall be
depth to a minimum and bars may be wired to dowels or bars extending up from below.

O. As concrete in slabs in poured, lift mesh reinforcement.

3.2 FIELD QUALITY CONTROL

A. Section 01 40 00 - Quality Requirements: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed by District Inspector and Owner’s testing laboratory
in accordance with 2010 California Building Code.

C. Provide free access to Work and cooperate with appointed firm.

END OF SECTION
SECTION 03 30 00

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SUMMARY

A. Section includes cast-in-place concrete for the following:
   1. Slabs on grade.
   2. Control, expansion and contraction joint devices.
   3. Equipment pads.

B. Related Sections:
   1. Section 03 10 00 - Concrete Forming and Accessories: Formwork and accessories.
   2. Section 03 20 00 - Concrete Reinforcing.

1.2 REFERENCES

A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
   2. ACI 305 - Hot Weather Concreting.
   5. ACI 318.05 - Structural Concrete

B. ASTM International:
   3. ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.

C. 2010 California Building Code, Chapter 19A.

1.3 SUBMITTALS

A. Section 01 33 00 - Submittal Procedures: Submittal procedures.

B. Product Data: Submit data on joint devices, attachment accessories and admixtures.

C. Design Data:
   1. Submit design mix for each class of concrete, prepared by a California Registered Civil Engineer, to Architect for approval. Include historical test data, admixture data, name, address and telephone number of batch plant, mix ingredients and proportions.
   2. The compressive strength of each class of concrete shall be proportioned per on the basis of field experience as listed in Section 1905A-3 of 2010 California Building Code.
3. Conform to 2010 California Building Code, Table No. 1904A.2.3 & ACI 318, Section 4.2.3.

D. Manufacturer's Installation Instructions: Submit installation procedures and interface required with adjacent Work.

1.4 CLOSEOUT SUBMITTALS

A. Section 01 70 00 - Execution and Closeout Requirements: Closeout procedures.

B. Project Record Documents: Accurately record actual locations of embedded utilities and components concealed from view in finished construction.

1.5 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301.

B. Conform to ACI 305 and C.B.C. 1905A.13 when concreting during hot weather.

C. Conform to ACI 306.1 and C.B.C. 1905A.12 when concreting during cold weather.

D. Do not allow concrete temperature to decrease below 50 degrees F. Obtain approval prior to placing concrete when the ambient temperature is below 40 degrees F. or when concrete is likely to be subjected to freezing temperatures within 24 hours. Cover concrete and provide a sufficient heat to maintain 50 degrees F. minimum adjacent to both the formwork and the structure while curing. Limit the rate of cooling to 5 degrees F. in any 1 hour and 50 degrees F per 24 hours after heat application.

E. Acquire cement and aggregate from one source for Work.

1.6 COORDINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

1.7 TESTS

A. Testing and analysis of concrete will be performed under provisions of Section 01 41 00 and as required by the Division of the State Architect and District Inspector.

B. Owner's Inspector will take cylinders and perform slump tests in accordance with ACI 301 and deliver to Testing Laboratory.

C. Three cylinders of each class of concrete placed each day shall be taken for every 50 cubic yards of concrete, or fraction thereof, nor less than 2,000 square feet of surface area for strength tests.

D. Samples for strength tests for each class of concrete shall be taken for seven-day tests at the beginning of the concrete work or whenever the mix or aggregate is changed.

E. Tests of cement and aggregates will be performed by Testing Laboratory to ensure conformance with requirements stated herein.
PART 2 PRODUCTS

2.1 CONCRETE MATERIALS

A. Cement: ASTM C150, Type I or Type II Low Alkali Portland type; gray color. Use Type V cement if sulfate exceeds 2% (refer to soils report of site package for sulfate concentrations).


C. Water: Clean, potable, without deleterious amounts of chloride ions and not detrimental to concrete.

2.2 ADMIXTURES

A. Air Entrainment: ASTM C260.

2.3 JOINT DEVICES AND FILLER MATERIALS

A. Joint Filler: ASTM D1751; Asphalt impregnated fiberboard or felt, 1/4 inch thick; tongue and groove profile.

B. Construction Joint Devices: Integral galvanized steel; formed to tongue and groove profile, with removable top strip exposing sealant trough, knockout holes spaced at 6 inches, ribbed steel spikes with tongue to fit top screed edge.

2.4 CONCRETE MIX

A. Select proportions for normal weight concrete in accordance with ACI 301 Method 1.

B. Provide concrete of the following characteristics per 2010 CBC 1905A.1.1:
   1. Compressive strength of 2,500 psi (stone) at 28 days.

C. Measurements:
   1. Measure water by volume or weight.
   2. Measure all other materials by weight.
   3. One bag of cement is considered as one cubic foot or 94 lbs.
   4. One gallon of water as 8.33 lbs.
   5. Minimum 5 sack mix.

D. Slump: Unless specifically specified, the slump at no time during batching, mixing, transporting or placing shall exceed that stated in the design mix.
   1. Slump for formed concrete shall not exceed four (4) inches.
   2. Slump for slabs on grade shall not exceed four (4) inches.

E. Admixtures: Include admixture types and quantities indicated in concrete mix designs only when approved by Architect and Structural Engineer.
   1. Do not use calcium chloride nor admixtures containing calcium chloride.
   2. Add air entrainment admixture to concrete mix for work exposed to freezing and thawing.

F. Ready Mixed Concrete: Mix and deliver concrete in accordance with ASTM C94.
PART 3 EXECUTION

3.1 EXAMINATION

A. Section 01 30 00 - Administrative Requirements: Coordination and project conditions.

B. Verify requirements for concrete cover over reinforcement.

C. Verify anchors, seats, plates, reinforcement and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

D. Concrete shall not be placed until the forms and reinforcement have been inspected and approved by the Structural Engineer and the Inspector.

E. Concrete shall not be placed until all preparations for the pour have been completed, and the preparations have been checked by the Inspector subject to approval by the Structural Engineer.

F. At the beginning of the work and from time to time as the work progresses, the Contractor shall verify and check dimensions on drawings with field conditions.

G. The Contractor shall be responsible for the accuracy of the work, and bear all expense of any changes or extra work resulting from inaccuracies in the construction.

3.2 PREPARATION

A. Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.

B. In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and apply epoxy as indicated on Drawings.

C. Remove water from areas receiving concrete before concrete is placed.

D. Forms shall be wetted or oiled prior to placing concrete. Remove any excess form oil.

3.3 PLACING CONCRETE

A. Place concrete in accordance with ACI 301.

B. Notify Testing Laboratory and Architect minimum 48 hours prior to commencement of operations.

C. Concrete shall be placed only in the presence of the Inspector. The Inspector shall be notified at least 48 hours in advance of pours outside of regular working hours.

D. Continuous batch plant inspection required, in accordance with California Code of Regulations, Section 1704A.4.2.

E. Ensure reinforcement, inserts, embedded parts, formed joints and vapor barriers are not disturbed during concrete placement.
F. Coordinate with work specified under other Divisions or Sections of the specifications, affording every reasonable facility for the introduction, storage and installation of all necessary materials and equipment into the work.

G. Size and locations of boxing, sleeves, cans, recesses, chases, etc. shall be subject to approval of the Architect, and unless otherwise shown or specified shall clear all reinforcing by a minimum of 1 inch, and the size shall allow a minimum of 3 inches of concrete to opposite face of walls.
   1. Set and build-in materials which are required in concrete construction.
   2. Include all anchors, anchor slots, bolts, plates, brackets, etc. which are specified in other sections of the specifications but which are to be embedded in concrete.
   3. Become familiar with and be responsible for work which is to be set and built-in under this section as well as that which will be set by other trades and built-in under this section.
   4. No pipes shall be embedded in structural concrete except where specifically detailed.

H. Pipes other than conduits for electrical circuits shall not be embedded in structural concrete. Comply with 2010 California Building Code, Section 1906A.3 & ACI 318, Section 6.3.

I. Install sleeves and provide boxing or other devices necessary to form openings for the passage of pipes and conduits.

J. Deposit concrete at final position. Convey as rapidly as possible, by methods avoiding segregation or loss of ingredients and re-handling.

K. Keep concrete as level as possible, with a minimum flow from one portion of the work to another.

L. Tamp and vibrate so as to produce a dense smooth job, free from rock pockets and voids.

M. Use acceptable trunks and chutes to limit the free drop to not more than five feet.

N. Do not use aluminum or aluminum lined pipe. Prevent concrete from contacting aluminum fittings.

O. Under no circumstances shall concrete that has partially hardened be deposited in the work.

P. Use only piston type pumps. Pumps shall be reversible.

Q. Compact each layer of concrete as placed with mechanical vibrators or equivalent equipment. Transmit vibration directly to concrete and in no case through forms. Accomplish thorough compaction. Supplement by rodding or spading by hand adjacent to forms. Compact concrete into corners and angles of forms and around reinforcement and embedded fixtures. Re-compact deep section with congestion due to reinforcing steel.

R. Do not transport concrete in forms with vibrators nor allow vibrators to contact forms or reinforcing.

S. Excessive honeycomb or embedded debris in concrete is not acceptable.

3.4 CONSTRUCTION JOINTS

A. Place concrete continuously between predetermined construction and control joints. Do not break or interrupt successive pours such that cold joints occur.
B. Clean and roughen construction joints in accordance with C.B.C. Section 1906A.4.

C. Wherever possible, the concrete in any one unit of the construction shall be placed in one continuous operation with vertical and horizontal construction joints in approved locations. Before starting work in any unit of construction, the Contractor shall submit to the Architect and obtain approval of locations or proposed construction joints.

D. Chip or roughen entire contact surface of hardened concrete by sandblasting to expose aggregate. Thoroughly clean concrete, reinforcing steel, forms and screed reglets of all mortar drippings, sand, loose aggregate, excess water, and other extraneous matter before placing next layer of concrete. Saturate all cold joints with water 24 hours in advance of placing fresh concrete. Maintain hardened concrete in a moist condition until fresh concrete is placed. Comply with 2010 California Building Code, Section 1906A.4.1 and ACI 318, Section 6.4.

E. In case the above cleaning was not done or failed to produce approved results, the entire contact surface shall be thoroughly cleaned by chipping or sandblasting not earlier than five (5) days after the concrete was placed.

F. Typical details and proposed locations of construction joints shall be as indicated on plans. Joints not indicated on plans shall be so made and located to least impair the strength of the structure and shall conform to typical details.

G. Vertical construction joints shall be cleaned immediately after removal of the end forms and shall be well soaked with water on the day preceding the next pour. Immediately before pouring against a vertical construction joint it shall again be wet down and slushed with a coat of neat cement grout.

H. In the event that contact surfaces become coated with earth, sawdust or other debris after having been cleaned, they shall be re-cleaned by sandblasting if necessary before proceeding with the next concrete pour.

3.5 CONCRETE FINISHING

A. Provide formed concrete surfaces to be left exposed with smooth rubbed finish.

B. Steel trowel surfaces which are indicated to be exposed.

3.6 CURING AND PROTECTION

A. Protect finished work under provisions of Section 01 50 00.

B. Immediately after placement, protect concrete from premature drying, excessively hot or cold temperatures, and mechanical injury.

C. Maintain concrete with minimal moisture loss at relatively constant temperature for period necessary for hydration of cement and hardening of concrete.

D. Concrete placing operations and freshly poured work shall be protected from rain with canvas or other approved covering until set.

E. Cure concrete in accordance with ACI 308.1.
F. Vertical Surfaces: Thoroughly wet forms containing concrete, including the tops and exposed portion of concrete, and maintain in a thoroughly moist condition until the forms are removed, but no less than 7 consecutive days from time of placing concrete.

G. Continuously wet concrete between the hours of 8:00 a.m. and sunset each day, including Saturday, Sunday, and Holidays, for the first 4 days, and not less than 3 times daily for the 3 remaining days until the concrete reaches design strength.

H. Miscellaneous Curing: Thoroughly cure all work involving portland cement such as dry pack, patching, hole filling and mortar application. Water cure such work for at least 3 days.

3.7 FIELD QUALITY CONTROL

A. Section 01 40 00 - Testing Laboratory Services: Field inspecting, testing, adjusting, and balancing.

B. Field inspection and testing will be performed under provisions of Section 01 41 00.

C. Maintain records of concrete placement. Record date, location, quantity, air temperature and test samples taken.

3.8 PATCHING

A. Allow Architect to review concrete surfaces immediately upon removal of forms.

B. Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Architect upon discovery.

C. Patch imperfections in accordance with ACI 301.

3.9 DEFECTIVE CONCRETE

A. Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

B. Repair or replacement of defective concrete will be determined by Architect.

C. Modify or replace concrete not conforming to required levels and lines, details, and elevations.

D. Repair or replace concrete not properly placed or of the specified type.

E. Whenever the 28-day tests fail to develop the required strength, the Testing Laboratory shall adjust the mix by increasing the amount of cement or decreasing the amount of water sufficiently so that the resulting concrete shall attain the specific requirements.

F. Defective concrete in place must be tested by the core method and show a compressive strength at least equal to the design strength.

G. When required by the Architect, tests of hardened concrete shall be made in accordance with "Standard Method of Securing Specimens of Hardened Concrete from the Structure", ASTM C-42.

H. Test specimens shall be secured and tested by the Testing Laboratory under the direction of the Architect.
I. The Contractor shall pay all expense of such tests.

J. If the compressive tests of the core specimens fail to show the compressive strength assumed in the design, the concrete will be deemed defective and shall be removed and replaced or adequately strengthened in a manner acceptable to the Architect, Structural Engineer and the Division of the State Architect.

END OF SECTION
SECTION 31 23 16

EXCAVATION

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Excavation for site structures.

1.2 REFERENCES

A. 2010 California Building Code

1.3 QUALITY ASSURANCE


1.4 FIELD MEASUREMENTS

A. Verify that survey benchmark and intended elevations for the Work are as indicated.

PART 2 PRODUCTS

2.1 Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum.

3.2 EXCAVATION

A. Underpin adjacent structures which may be damaged by excavation work, including utilities and pipe chases.

B. Excavate subsoil required to accommodate building foundations, slabs-on-grade, paving and site structures, and construction operations.

C. Machine slope banks to angle of repose or less, until shored.

D. Excavation cut not to interfere with normal 45 degree bearing splay of foundation.

E. Grade top perimeter of excavation to prevent surface water from draining into excavation.

F. Hand trim excavation. Remove loose matter.

G. Remove lumped subsoil, boulders, and rock up to 1/3 cu. yd. measured by volume.

H. Notify Architect of unexpected subsurface conditions and discontinue affected Work in area until notified to resume work.
I. Correct unauthorized excavation at no extra cost to Owner.

J. Stockpile excavated material in area designated on site and remove excess material not being reused, from site.

3.3 FIELD QUALITY CONTROL

A. Field inspection will be performed under provisions of Section 01 41 00.

B. Provide for visual inspection of bearing surfaces.

3.4 PROTECTION

A. Protect excavations by methods required to prevent cave-in or loose soil from falling into excavation.

B. Protect bottom of excavations and soil adjacent to and beneath foundation, from freezing

END OF SECTION
SECTION 31 23 17

TRENCHING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Excavate trenches for utilities from outside building to municipal utilities.
B. Compacted bedding under fill over utilities.
C. Backfilling and compaction.

1.2 REFERENCES

A. ASTM International:
   2. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00.
B. Samples: Submit 10 lb. sample of each type of fill to testing laboratory in air-tight containers.

1.4 FIELD MEASUREMENTS

A. Verify that survey benchmark and intended elevations for the work are as indicated.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Types specified on Drawings.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify fill materials to be reused are acceptable.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum.
B. Cut out soft areas of subgrade not capable of in situ compaction. Backfill with subsoil and compact to density equal to or greater than requirements for subsequent backfill material.
3.3 EXCAVATION
A. Excavate subsoil required for storm sewer, sanitary sewer, water, and gas piping to municipal utilities.
B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
C. Excavation shall not interfere with normal 45 degree bearing splay of foundations.
D. Hand trim excavation. Remove loose matter.
E. Remove lumped subsoil, boulders, and rock.
F. Correct unauthorized excavation at no cost to Owner.
G. Correct areas over-excavated by error.
H. Stockpile excavated material in area designated on site and remove excess material not being used, from site.

3.4 BEDDING
A. Support pipe and conduit during placement and compaction of bedding fill.

3.5 BACKFILLING
A. Backfill trenches to contours and elevations.
B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
C. Sand Fill: Place and compact materials in continuous layers not exceeding 6 inches compacted depth.
D. Maintain optimum moisture content of backfill materials to attain required compaction density.
E. Remove surplus backfill materials from site.

3.6 TOLERANCES
A. Top Surface of General Backfilling: Plus or minus one inch from required elevations.

3.7 FIELD QUALITY CONTROL
A. Field inspection and testing will be performed under provisions of Section 01 41 00.
B. Tests and analysis of fill material will be performed in accordance with ASTM D1557 and with Section 01 41 00.
C. Compaction testing will be performed in accordance with ASTM D1557 and with Section 01 41 00
D. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.
3.8 PROTECTION OF FINISHED WORK

A. Protect finished work under provisions of Section 01 60 00

B. Re-compact fills subjected to vehicular traffic.

END OF SECTION
SECTION 31 23 23

FILL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Site structure backfilling to subgrade elevations.
B. Site filling and backfilling.
C. Consolidation and compaction.

1.2 REFERENCES

A. ASTM International:
   2. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 00
B. Samples: Submit 10 lb. sample of each type of fill to testing laboratory in air-tight containers.

PART 2 PRODUCTS

2.1 FILL MATERIALS

A. Stockpiled Subsoil: Excavated material, graded free of lumps and rocks larger than 3 inches.
B. Imported Subsoil: Non-expansive predominantly granular soils, such as a silty sand, free of lumps and rocks larger than 6 inches, an debris. Expansion index less than 35, and no more than 50% of the material shall pass a No. 200 sieve. Material shall contain sufficient fines (binder) to result in a stable subgrade.
C. Sand: Natural River or Bank Sand: Free of silt, clay, loam, friable or soluble materials or organic matter all passing the No. 4 sieve and only 5% passing the No. 200 sieve.
D. Pea Gravel: Natural Stone; washed, free of clay, slate, organic matter, graded in accordance with ANSI/ASTM C136, 1/4 inch to 5/8 inch.
E. Concrete: Structural concrete conforming to Section 03 30 00 with a compressive strength of 2,500 psi for fill to correct over-excavation.
F. Materials (existing and import) are subject to the approval of the Soils Engineer for use in the project.
PART 3 EXECUTION

3.1 EXAMINATION

A. Verify fill materials to be reused are acceptable.

B. Verify areas to be backfilled are free of debris or water.

3.2 PREPARATION

A. Generally, compact subgrade to density requirements for subsequent backfill materials.

B. Cut out soft areas of subgrade not capable of insitu compaction. Backfill with subsoil fill and compact to density equal to or greater than requirements for subsequent backfill material.

C. Prior to placement of aggregate base course material at paved areas, compact subsoil to 90 percent of its maximum dry density in accordance with ASTM D1557.

3.3 BACKFILLING

A. Backfill areas to contours and elevations.

B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.

C. Soil Fill: Place and compact material in continuous layers not exceeding 6 inches compacted depth.

D. Employ a placement method that does not disturb or damage foundation perimeter drainage, foundation waterproofing and protective cover and utilities in trenches.

E. Maintain optimum moisture content of backfill materials to attain required compaction density.

F. Backfill against supported foundation walls.

G. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.

H. Slope grade away from building minimum 2 inches in 10 ft., unless noted otherwise.

I. Make changes gradual. Blend slope into level areas.

J. Remove surplus backfill materials from site.

3.4 TOLERANCES

A. Top Surface of Backfilling: Plus or minus one inch from required elevations.

3.5 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 41 00.

B. Tests and analysis of fill material will be performed in accordance ASTM D1557 and with Section 01 41 00.
C. Compaction testing will be performed in accordance with ASTM D1557 and with Section 01 41 00.

D. If tests indicate work does not meet specified requirements, remove work, replace and retest at no cost to Owner.

3.6 PROTECTION OF FINISHED WORK

A. Protect finished work under provisions of Section 01 60 00.

B. Recompact fills subjected to vehicular traffic.

END OF SECTION
SECTION 32 13 13
CONCRETE PAVING

PART 1 GENERAL

1.1 SECTION INCLUDES
A. Concrete sidewalks, curbs, gutters, utility slabs, parking areas, driveways, driveway aprons and approaches.

1.2 RELATED SECTIONS
A. Section 03 10 00 - Concrete Forming and Accessories: Formwork and accessories.
B. Section 03 20 00 - Concrete Reinforcing.
C. Section 03 30 00 - Cast-In-Place Concrete.

1.3 REFERENCES
A. American Concrete Institute:
   1. ACI 301 - Specifications for Structural Concrete.
B. ASTM International:
   1. ASTM A185 - Welded Steel Wire Fabric for Concrete Reinforcement.
   2. ASTM A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
   5. ASTM C42 - Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
  10. ASTM D1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction.

1.4 QUALITY ASSURANCE
A. Perform work in accordance with ACI 301.
B. Obtain materials from same source throughout.
C. Refer to Geotechnical Report for information concerning soils at the site.

1.5 REGULATORY REQUIREMENTS
A. Conform to applicable code for paving work on public property.
1.6 TESTS
   A. Testing and analysis will be performed under provisions of Section 01 41 00.
   B. Submit proposed mix design to testing laboratory for review prior to commencement of work.
   C. Owner's Inspector or Testing Firm will take cylinders and perform slump tests in accordance with ACI 301.

1.7 SUBMITTALS
   A. Submit product data for under provisions of Section 01 33 00.
   B. Include data on joint filler and curing compounds.
   C. Submit manufacturer's instructions under provisions of Section 01 33 00.

PART 2 PRODUCTS

2.1 CONCRETE MATERIALS
   A. Cement: ASTM C150 Normal-Type I Portland type, gray color.
   C. Water: Clean and not detrimental to concrete.

2.2 FORM MATERIALS
   A. Conform to ACI 301.

2.3 REINFORCEMENT
   A. Reinforcing Steel: ASTM A615, Grade 60; deformed billet steel bars, uncoated finish.
   B. Welded Steel Wire Fabric: Plain type, ASTM A185; in coiled rolls; uncoated finish.
   C. Tie Wire: Annealed steel, minimum 16 gage size.
   D. Dowels: ASTM A615, Grade 60, plain steel, uncoated finish.

2.4 ADMIXTURES
   A. Air Entrainment: ASTM C260.

2.5 CONCRETE MIX
   A. Mix concrete in accordance with ASTM C94.
   B. Provide concrete of the following characteristics:
      1. Compressive strength of 2,500 psi at 28 days.
   C. Add air entraining agent to concrete mix for concrete work exposed to exterior.
PART 3 EXECUTION

3.1 INSPECTION

A. Verify compacted subgrade is ready to support paving and imposed loads.
B. Verify gradients and elevations of base are correct.
C. Beginning of installation means acceptance of existing conditions.

3.2 PREPARATION

A. Moisten base to minimize absorption of water from fresh concreting operations.
B. Notify Architect a minimum of 24 hours prior to commencement of concreting operations.

3.3 FORMING

A. Place and secure forms to correct location, dimension, and profile.
B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.

3.4 REINFORCEMENT

A. Place reinforcement at mid-height of slabs-on-grade.
B. Interrupt reinforcement at joints.
C. Place reinforcement to achieve slab and curb alignment as detailed.

3.5 PLACING CONCRETE

A. Place concrete in accordance with ACI 301.
B. Hot Weather Placement: ACI 301.
C. Cold Weather Placement: ACI 301.
D. Ensure reinforcement, inserts, embedded parts, and formed joints are not disturbed during concrete placement.
E. Place concrete continuously between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
F. Place concrete to pattern indicated. Saw cut contraction joints 3/16 inch wide at an optimum time after finishing. Cut 1/3 into depth of slab.
G. The concrete shall be mixed and placed as specified for 2,500 pound concrete in this Section. The surfaces shall be finished in the manner specified in this Section. Joint and edges shall be tooled.

3.6 CONTROL JOINTS

A. Provide 1-1/2" deep saw cut 16 to 20 hours after pour, centered between expansion joints or as shown on plans.
3.7 FINISHING

A. Driveway Paving: Light broom.

B. Sidewalk and ramp paving: medium broom at surfaces that slope less than 6%, heavy broom at surfaces that slope greater than 6%; radius and trowel joint edges.

C. Curbs and Gutters: Light broom.

D. At joints and markings, round off top edge of the slab with 1/4 inch edging tool.

E. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer’s instructions.

3.8 FIELD QUALITY CONTROL

A. Field inspection and testing will be performed under provisions of Section 01 41 00.

3.9 PROTECTION

A. Immediately after placement, protect concrete under provisions of Section 01 60 00 from premature drying, excessive hot or cold temperatures, and mechanical injury.

END OF SECTION
SECTION V - AGREEMENT
DRAINAGE CHANNEL REPAIR
BID F-270

This AGREEMENT, made the _____ day of _________ in the County of San Bernardino, State of California, by and between Victor Valley Community College District, hereinafter referred to as the owner, and ___________________________ hereinafter referred to as the Contractor, WITNESSETH that the Owner and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following project:

DRAINAGE CHANNEL REPAIR - BID F-270

IT IS THE DUTY OF THE Contractor to complete the work covered by this contract in exact accordance with the approved plans, specifications and other contract documents as specified in Article 6 below. The Contractor shall be liable to the District for any damages arising as a result of a failure to fully comply with that obligation, and the Contractor shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Office of the State Architect, or representative of any of them, unless such act or omission actually prevents the Contractor from fully complying with the requirements of the documents, and unless the Contractor protests at the time of such alleged prevention that the act or omission is preventing the Contractor from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the District Office within three workings days of the date of occurrence of the act or omission preventing the contractor from fully complying with the contract documents.

ARTICLE 2 - TIME FOR COMPLETION. The work shall be commenced on the date stated in the District’s notice to proceed as provided in Section 1 of the Supplementary General Conditions, and as specified therein, shall be completed within 45 calendar days from and after the date in such notice. Work not completed in conformance with the foregoing shall be subject to liquidated damages in the amount set forth in Section 5 of the General Conditions.

ARTICLE 3 - CONTRACT PRICE. The District shall pay to the Contractor as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided for in the contract documents, the sum of ____________ dollars and ____________ said sum being the total amount of the following amounts stipulated in the proposal.

ARTICLE 4 - HOLD HARMLESS AGREEMENT. The Contractor agrees to and does hereby indemnify and hold harmless the District, its officers, agents, and employees from every claim or demand made, and every liability, loss damages, or expense, of any nature whatsoever, including attorney fees and costs, which may be incurred by reason of:

A. Liability for damages for (1) death or bodily injury to persons, (2) injury to, loss or theft of property, or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the Contractor or any person, firm or corporation employed by the Contractor upon or in connection with the work called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the District, its officers, employees, agents or independent contractors who are directly employed by the District; and

B. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the Contractor, or any person, firm, or corporation employed by the Contractor either directly or by independent
contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the District, arising out of, or in any way connected with the work covered by this agreement, whether said injury of damage occurs either on or off school district property, if the liability arose from the negligence or willful misconduct of anyone employed by the Contractor, either directly or by independent contract.

C. The Contractor, at his own expense, cost and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the District, its officer, agents or employees, on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the district, its officers agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 5 - PROVISION REQUIRED BY LAW. Each and every provision of law and clause required to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 6 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this agreement consists of the following contract documents, all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids
Instructions for Bidders
Bid Form and Designation of Subcontractors
Bid Bond
Noncollusion affidavit
Agreement
Performance Bond
Payment Bond
General Conditions and supplementary General conditions
Specification; Supplemental Nos. ___ and Addenda Nos. ___, __, and ___ as issued
Drawings
Contractor's Proposal
Contractors' Certificate regarding Workman's Compensation

ARTICLE 7 - PUBLIC LIABILITY INSURANCE. Contractor shall take out and maintain during the life of this contract public liability insurance in an amount not less than $1,000,000.00 for injuries including accidental death, to any one person, and subject to the same limit for each person in an amount not less that $1,000,000.00 on account of one accident, and property damage insurance in an amount not less than $250,000. A signed copy of insurance will be provided to owner.

ARTICLE 8 - WORKER'S COMPENSATION. In accordance with the provisions of Section 3700 of the Labor Code, contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the installation work under this contract:

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 such provisions before commencing the performance of the work of this contract.

The form of such certificate is included as a part of the Bid Form and Agreement documents.

ARTICLE 9 - HOLD HARMLESS. The Contractor agrees to save harmless, defend and to indemnify the Victor Valley Community College District, its officers, agents, servants and employees and the Architect during the period of installation from every claim or demand which may be made by reason of:

a. Any injury to person or property sustained by the Contractor or by any person, firm, or corporation, employed
directly or indirectly by it upon or in connection with its work, however caused; and

b. Any injury to person or property sustained by any firm or corporation, caused by any act, neglect, default, or omission of the Contractor or any person, firm or corporation directly, or indirectly employed by him upon or in connection with his work, whether the said injury or damage occurs upon or adjacent to the work; the Contractor at his own cost, expense and risk, shall defend any and all actions, suits, or other legal proceedings defend any and all actions, suits, or other legal proceedings that may be brought or instituted against the Contractor on any such claim or demand, and pay or satisfy the judgment that may be rendered against the Owner or Architect in any such action, suit or legal proceedings or result thereof.

ARTICLE 10 - PREVAILING WAGE RATES. Refer to Sections 41, 42 and 43 of the General Conditions.

ARTICLE 11 - INSTRUCTIONS. Prior to commencing work, contact the Project Manager at (760)245-4271 ext. 2250 to schedule actual start date.

ARTICLE 12 - JOB COMPLETION. Contractor shall notify District Project Manager when job is complete, whereupon job will be inspected and certified as complete.

ARTICLE 13 - PAYMENT. Payment will be made under one of the following conditions:

OPTION ONE: Each month within fifteen (15) days after receipt of the approved periodic estimate for partial payment, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of value of the work performed up to the last day of the previous month, less the aggregate of previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract, and District shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain un-complied with.

The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by District as approved by Steve Garcia, Director of Facilities Construction and Contracts. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract. At any time after fifty percent (50%) of the work has been completed, if the District, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.

OPTION TWO: Payment will be made upon satisfactory completion and acceptance of entire job. Payment will be made within thirty days after receipt of invoice.

ARTICLE 14 - ASBESTOS NOTIFICATION. This article is to advise you of the availability of information relative to the location(s) of asbestos-containing building materials (ACBM) which your employees may come in contact with while performing services for the Owner.
Existing federal law, as contained in 40 CFR, Part 763.84(d) mandates that your workers be provided with this information before starting any work in these areas. Each school facility has its own site specific "management plan" which contains this information. It is suggested that your workers receive these documents for their work location.

The Owner assumes no responsibility for providing these workers with training or protective equipment which may be required by any federal, state or local regulation enforcement agency.

Our district contact for any questions pertinent to this subject is Steve Garcia. He may be contacted at (760) 245-4271 ext. 2250.

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

Proper Name of Contractor

By ____________________________ (Signature)

District Representative Signature

______________________________

Printed Name__________________________
Title______________________________
Address____________________________
City/State__________________________
License No.__________________________
Phone______________________________

(Corporate Seal)

FOR DISTRICT USE ONLY

Contractor’s Board Phone Number: (800) 321-2752
LICENSE TYPE & DESCRIPTION__________________________________________
LICENSE EXPIRATION DATE____________________________________________
CURRENT, ACTIVE AND IN GOOD STANDING: YES________ NO________