



**PLANS AND
SPECIFICATIONS
FOR
TOWN PROJECT #18-821-2302
Corp Yard Engineering Building Tenant
Improvements**

**Bid Opening
Thursday, September 10, 2020**

Approved by Town Council for the Town of Los Gatos

Recommended by:

Michelle Quinney

Michelle Quinney, P.E.

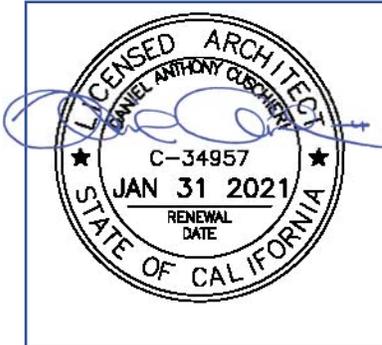
Town Engineer

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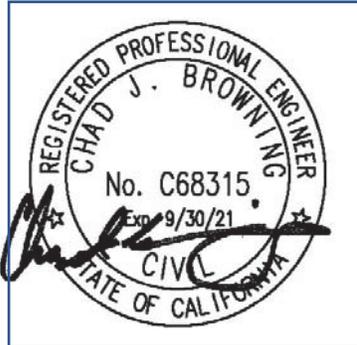
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CERTIFICATIONS PAGE

CONSULTANT STAMPS:



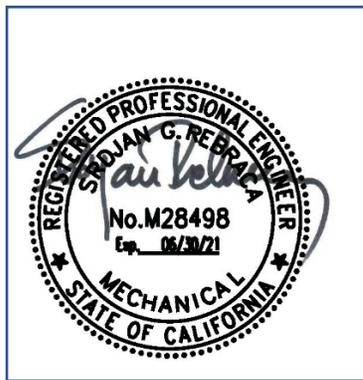
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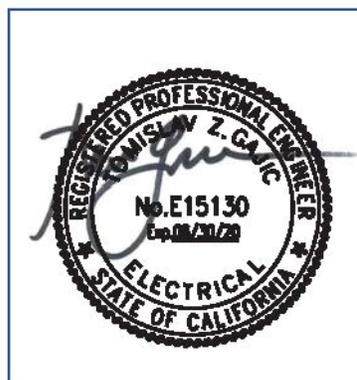
CIVIL ENGINEER



STRUCTURAL ENGINEER



MECHANICAL ENGINEER



ELECTRICAL ENGINEER

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NOTICE TO CONTRACTORS

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Notice to Contractors

Due to COVID-19, only electronic bids will be received on the Town of Los Gatos plan room at www.losgatosplanroom.com until

2:00 PM

THURSDAY

September 10, 2020

for the following project:

Project #18-821-2302 Corp Yard Engineering Building Tenant Improvements

at which time they will be opened electronically. After the bid opening, bid bonds from the lowest three responsible bidders must be submitted to the Town of Los Gatos Parks and Public Works Director at 41 Miles Avenue, Los Gatos, CA 95030 and be postmarked within three days of the bid opening date.

This following information is presented to indicate the size of the project and no warrant is made or intended as to final quantities:

The project is located at the Parks & Public Works Department, 41 Miles Avenue, Los Gatos, CA 95030. The area of construction is approximately 2800 square feet in a single-story concrete building.

The project includes converting existing storage area into office space and reconfiguring existing staff office space to accommodate offices for Engineering and Parks & Streets staff. The tenant improvement project includes, but is not limited to, construction of expanded reception lobby, staff offices, large conference room, small conference room cum privacy room, traffic control room, restroom facilities, storage space and kitchenette. The project also involves installation a new HVAC, electrical, plumbing, and civil upgrades as well as it's distribution.

All bidder must attend **MANDATORY PRE-BID MEETING AND WALK THROUGH OF THE PROJECT SITE on Tuesday, September 1, 2020 at 10.00 am** at the Parks & Public Works Department conference room located at 41 Miles Avenue, Los Gatos, CA 95030.

All contractors and subcontractors have been required since April 1, 2015 to be registered with the Department of Industrial Relations (DIR). No contractor or subcontractor may be listed on a bid proposal or may work on a public works project unless registered with DIR.

All contractors and subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement). For additional information, visit the DIR website at: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

Each bid must be accompanied by a cashier's check, certified check, or Bidder's Bond executed by a corporate surety authorized to engage in such business in the State of California, payable to the Town of Los Gatos, in an amount not less than ten percent (10%) of the amount of the Base Bid. The successful bidder will be required to furnish a Performance Bond in an amount equal to one-hundred percent (100%) of the contract price, and a Labor and Material Bond in an amount equal to one-hundred percent (100%) of the contract price. Said bonds shall also be executed by a corporate surety authorized to engage in such business in the State of California and be made payable to the Town of Los Gatos. Original Bidder's Bond with surety seal must accompany the bid.

If the successful bidder fails, neglects, or refuses for TEN (10) calendar days after the award of the contract to enter into the contract to perform the work, the cashier's check, certified check, or Bidder's Bond accompanying the bid and the amount therein named, shall be declared forfeited to the Town and shall be collected by it and paid into its general fund. No bidder may withdraw his/her bid for a period of SIXTY (60) calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the Town during this period.

The Town reserves the right to reject any or all bids, waive any irregularities in any bids and its determination as to which bid is the lowest responsible bid and is for the best interest of the Town shall be final. The Town shall have SIXTY (60) calendar days from and after the opening of the bids within which to make its determination.

The Contractor receiving the award of the contract shall begin work within FIFTEEN (15) calendar days after receipt of the Notice to Proceed and shall diligently prosecute the same to completion within the time restrictions as listed in the technical specifications and all work shall be completed by the time allotted in the technical specifications.

The Contractor shall have **NINETY (90) working days** to complete this project. Working days will be counted upon the Contractor's receipt of the Notice to Proceed, as noted above.

At the time the Contractor's bid proposal is submitted, the Contractor shall possess a valid **Class B** California General Contractor's License. The Contractor shall also possess a valid Town of Los Gatos Business License at the time the contract is awarded.

The Town of Los Gatos hereby notifies all bidders that it will affirmatively insure that the contract entered into pursuant to this advertisement will be awarded to the lowest responsible bidder without discrimination on the grounds of race, color, national origin, sex, religion, age or disability. **The Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract, or such other remedy as recipient deems appropriate.**

Prevailing Wage. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance, and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

For any moneys earned by the Contractor and withheld by the Town to ensure the performance of the contract, the Contractor may, at the Contractor's request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Article 8, (commencing with Section 10263), Chapter 1, Part 2, Division 2 of the Public Contract Code of the State of California.

Plans and Specifications may be viewed at no cost or purchased for a non-refundable fee of One hundred dollars (\$100.00) via the internet at www.printscharlesrepro.com (Plan Room). Plans and Specifications may also be purchased by calling or emailing Prints Charles Reprographics at (408) 240-3330 or incoming@printscharlesrepro.com. Please make checks payable to Prints Charles Reprographics. Bidders requesting that Plans and Specifications be mailed/shipped to them will be charged the full cost of shipping. Plans, Specifications, and Plan Holder's list may also be viewed at the website noted above.

ATTEST:

Shelley Neis

Town Clerk

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BID DOCUMENTS

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INSTRUCTIONS TO BIDDERS

1. Definitions

Wherever in these Specifications and other Contract Documents the following terms or pronouns in place of them are used, the intent and meaning shall be interpreted as follows:

- A. *Contract Documents*. The Notice to Contractors, Instructions to Bidders, Bid Form, List of Subcontractors, Bidder's Bond, Agreement, Performance Bond, Labor and Materialperson's Bond, Progress Schedule, General Conditions, Equal Employment Opportunity Conditions if applicable, Technical Provisions, Plans and Specifications, except as specifically noted in the Project Plans, are hereby incorporated by reference.
- B. *Contractors*. The person, firm, partnership, or corporation to whom this Contract is awarded by Owner and who is subject to the terms thereof.
- C. *Director of Parks and Public Works*. The Director of Parks and Public Works of the Town of Los Gatos and the representative of the Director of Parks and Public Works, duly authorized and appointed by the Director of Parks and Public Works.
- D. *Engineer*. The Town Engineer of the Town of Los Gatos, or the representative of the Town Engineer duly authorized and appointed by the Town Engineer. In the event Owner has hired any person or corporation as an independent Contractor to act in lieu of the Town Engineer, the term "Engineer" shall be deemed to include such person or corporation.
- E. *Governing Body of the Owner*. The Town Council of the Town of Los Gatos.
- F. *Inspector*. The Inspector employed by Owner to perform inspection during construction of the work, under the direction of the Director of Parks and Public Works.
- G. *Owner*. The Town of Los Gatos, a municipal corporation in the State of California.
- H. *Plans*. The Official Plans, working drawings or exact reproductions thereof, approved by the Governing Body of the Owner which show the location, character, dimensions and details of the work on the Project and the work to be done. The Plans are to be considered as a part of the Contract Documents, complementary to the Specifications.
- I. *Project*. The entire public improvement proposed by Owner to be constructed in whole or in part, pursuant to this Contract.
- J. *Revocable*. Items noted as "Revocable" in the Proposal may be deleted entirely or in part at the sole discretion of the Town. The provision of Section 4-1.03B, "Increased or Decreased Quantities," shall not apply to entire or partial deletion of Revocable items.
- K. *Specifications*. The directions, provisions, and requirements contained herein, or contained in any Specifications referred to herein, pertaining to the method and manner of performing the work on the Project, or to the quantities, or the quality of materials to be furnished under the Contract.

- L. *Subcontractor*. A person, firm, partnership, or corporation having a direct contract with Contractor and not with Owner, for the performing of work or labor or the rendering of service to Contractor for the work.
- M. *Surety*. Any persons, firm, partnership, or corporation that executes as Surety on Contractor's Performance Bond or Contractor's Labor and Materialperson's Bond or Bidder's Bond.
- N. *Work*. Work to be performed on the Project under this Contract, including work normally done at the site of the Project plus labor and materials.

2. Bid Forms

In order to receive consideration, all bids shall be made in accordance with the following instructions:

- A Bids shall be made upon the form provided therefor, properly executed and with all items filled out; the signature of all persons signing shall be in longhand.
- B Blank spaces in the bid must be properly filled in, and the phraseology thereof must not be changed. Additions must not be made to the items mentioned therein. Any unauthorized conditions, limitations or provisions attached to a proposal may cause its rejection. Alterations by erasures or interlineation must be explained or noted in the bid over the signature of the bidder.
- C Late bids will be returned to the bidder unopened.
- D Each bid shall be addressed to the Town Clerk of the Town of Los Gatos, and shall be delivered to the office of the Clerk of the Town of Los Gatos on or before the day and hour set for the opening of bids. The bid shall be enclosed in a sealed envelope bearing the title of the work, the name of the bidder, and the date and hour of the opening. It is the sole responsibility of the bidder to see that the bid is received in proper time.

3. Examination of Plans and Specifications, Contract Documents and Site of Work

Each Bidder by making a Bid represents that it has familiarized itself with the nature and extent of the Laws and Regulations affecting the Work, including costs, progress or performance of the Work, and has made such independent investigations of the Project Site as the Bidder deems necessary, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for the full and complete performance of the Work. Each Bidder by making a Bid acknowledges and agrees that the Contract Documents are complete and unambiguous in all respects.

4. Addenda and Interpretations

No interpretation of the meaning of the Plans, Specifications or Contract Documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to the Town, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Plans, Specifications and/or Contract Documents which, if issued, will be sent to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any

bidder to receive any such addendum shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Specifications and Contract Documents.

5. Submission of Bids; Agreement to Assign

In accordance with Government Code §4552, the bidder shall conform to the following requirements. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, he/she/it will assign to the purchasing body 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 and Professions Code], arising from purchase 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.

6. Withdrawal of Bids

Any bidder may withdraw his/her bid, either personally or by a written request, at any time prior to the scheduled time for opening of bids.

No bidder may withdraw his/her bid for a period of 15 calendar days after the date set for the opening thereof, and the same shall be subject to acceptance by the Owner during this period.

7. Basis of Determining Apparent Low Bid

The project bid documents include scheduled additive and deductive items. The lowest bidder shall be determined pursuant to Public Contract Code § 20103.8(c).

8. Modifications and Unauthorized Alternative Bids

Unauthorized conditions, limitations or provisos attached to the Bid shall cause its rejection as being non-responsive. The completed Bid forms shall be without interlineations, alterations or erasures in the printed text.

9. Disqualification of Bidders

More than one Bid from an individual, firm, partnership, corporation or combination thereof under the same or different names will not be considered. Reasonable grounds for believing that any individual, firm, partnership, corporation or combination thereof is interested in more than one Bid for the work contemplated may cause the rejection of all Bids in which such individual, firm, partnership, corporation or combination thereof is interested. If there is reason for believing that collusion exists among the bidders, any or all Bids may be rejected. Bids in which the prices obviously are unbalanced may be rejected. No person, firm, partnership, corporation or association shall be allowed to make or file or be interested in more than one Bid whether under the same or different names.

10. Amendments and Postponement

The Town reserves the right to revise or amend the bid date or the specifications up to 72 hours prior to the time set for the opening of bids. Such revisions and amendments, if any, shall be made in writing and all plan holders shall be informed via Planroom and/or email.

11. Underground Utilities

Information and data reflected in the Contract Documents with respect to underground utilities at or contiguous to the Project Site is based upon the best information acquired prior to the development of the plans and specifications. The Town does not assume responsibility for the accuracy or completeness thereof.

12. Telephones

Bidders are hereby notified that no public telephones are available at Town Hall and that no private telephones will be made available to Bidders by the Town.

13. COVID-19

All work shall be done in compliance with the current County Health order on COVID-19. The Contractor shall be responsible for continuous compliance until the work has been accepted and shall be responsible for meeting the requirements of any new orders issued.

END OF INSTRUCTIONS TO BIDDERS

Bid Proposal Form

Pursuant to the Town of Los Gatos Invitation to Bid dated August 19, 2020, including Addenda No. _____, _____, _____, the undersigned hereby certifies that he/she has carefully examined and is familiar with the Bidding and Contract Documents entitled:

Project #18-821-2302 Corp Yard Engineering Building Tenant Improvements

and the conditions affecting the Work described therein, that he/she has attended the Pre-bid walk-through, and is familiar with the Project. Having made the necessary examinations, the Contractor proposes and does hereby agree to furnish all labor, materials, equipment, and services necessary to complete the Work described in and in accordance with the Contract Documents for the **Project #18-821-2302 Corp Yard Building Replacement & Engineering TI**

The undersigned agrees to complete all work for a firm price,

Lump sum Base Bid amount of

(written) and 00/100 dollars.

Total Base Bid (in numbers) \$ _____

A. Approximate Estimate

The quantities shown on this bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works. This bid will be rejected if bidder fails to provide a bid for each item. The Owner reserves the right to make a comparison of bids based on any combination of the above alternate bid items.

B. Reservation

It is understood that the Owner reserves the right to reject this bid, but that this bid shall not be withdrawn for a period of 60 days from the date prescribed for its opening

C. Subcontractors

Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned in the performance of the work.

D. Notice

If written notice of the acceptance of this bid is mailed or delivered personally to the undersigned within 60 days after the date set for the opening of this bid, or at any time thereafter before it is withdrawn, the undersigned bidder shall execute and deliver the Contract Documents to Owner in accordance with this bid as accepted, and will also furnish and deliver to Owner the Performance Bond, Labor and Material Bond as specified, and proof of insurance coverage as required in Part I, under "Construction Agreement," of these Specifications, all within 10 calendar days after personal delivery or after deposit in the mails, of the notification of acceptance of this bid. The above mentioned bonds shall be satisfactory to, and on the forms approved by Owner. Notice of acceptance or request for additional information may be addressed to the undersigned at the address set forth below.

E. Disclosure

The undersigned declares that this bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the undersigned 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 or agreed with any bidder or anyone else to put in a sham bid or to refrain from bidding; that the undersigned has not directly or indirectly sought by agreement, communication or conference with anyone to fix his/her bid price or the bid price of any other bidder, or to fix any overhead, profit or cost element of such bid price or of that of any other bidder, or to secure any advantage against the Town of Los Gatos or anyone interested in the proposed Contract; that the only persons or parties interested in this bid as principals are those named herein; that all statements contained in this bid are true; that the undersigned 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, to any other persons, partnership, corporation, or association except to such person or persons as have a direct financial interest in bidder's general business; and that the undersigned has not accepted any bid from any subcontractor or

materialperson through any bid depository, the Bylaws, Rules or Regulations of which prohibit or prevent the undersigned from considering any bid from any subcontractor or materialperson, which is not processed through said bid depository, or which may prevent any subcontractor or materialperson from bidding to any general contractor who does not use the facilities of or accept bids from or through such bid depository; and that the undersigned has not paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

F. Words and Phrases

Wherever in this bid an amount is stated in both words and figures, in case of discrepancy between words and figures, the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy exists between any such unit prices and totals so given, the unit prices shall prevail.

G. Certification

The undersigned certifies that the Contract Documents have been thoroughly read and understood and that, except as may be specifically noted and contained in addenda, there are no discrepancies or misunderstandings as to the meaning, purpose or intent of any provision in the Contract Documents or as to the interpretation of the same. The undersigned hereby incorporates by reference, the same as though set out in full, all provisions of the Notice to Contractors and Information for Bidders published by Owner and pertaining to the work described in this bid.

Accompanying this bid is _____ [insert words "cash", "cashier's check", "certified check", or "bidder's bond", as the case may be], in amount equal to at least 10% of total of the bid, naming the Owner as Obligee or Payee, as applicable.

The names of all persons interested in the foregoing bid as principals are as follows:

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

H. Licensing

- I. The undersigned is licensed in accordance with State Law providing for the registration of Contractors, License No. _____. [A class "B" General Contractor's License is required.] The License expiration date is _____. No payment for work or material under this Contract will be made by Owner unless and until the Owner receives verification from the State Registrar of Contractors that the records of the Contractor's State License Board indicate the successful bidder was properly licensed at the time the Contract was awarded.

Any bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, an appropriate disciplinary action by the Contractor's State License Board.

In addition, failure of the bidder to obtain and maintain proper and adequate licensing for the Contract shall constitute a failure to execute or perform this Contract and shall result in the forfeiture of the security of the bidder. The representations made herein are under penalty of perjury.

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the name of the firm shall be set forth below, together with the signatures of the partner or partners authorized to sign contracts in behalf of the co-partnership; and if bidder is an individual, his/her signature shall be placed below.

I declare under penalty of perjury that I have the authority to execute this bid form and that the foregoing is true and correct.

BIDDER: _____
(FIRM NAME)

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE _____

ADDRESS / TELEPHONE / E-MAIL:

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) REGISTRATION NUMBER:

List of Subcontractors

In compliance with the provisions of §§4100-4107 of the Public Contracts Code of the State of California, and any amendments thereof, the undersigned bidder has set forth below the name and the location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the Work to be performed under the Contract Documents to which the attached bid is responsive, or of a person who will, off the job site, specially fabricate a portion of the Work or improvement according to detailed drawings contained in the *Standard Specifications*, Part II, and the portion of the Work which will be done by each such subcontractor or person that will be in an amount in excess of ½ of 1% of the prime Contractor's total bid, or \$10,000, whichever is greater. Prime Contractor shall list the California Department of Industrial Relations (DIR) number for all subcontractors working on the project.

Subcontractor	
Description of work	
Cost of Work	
Business Address	
DIR #	

Subcontractor	
Description of work	
Cost of Work	
Business Address	
DIR #	

Subcontractor	
Description of work	
Cost of Work	
Business Address	
DIR #	

Subcontractor	
Description of work	
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Subcontractor	
Description of work	
Cost of Work	
Business Address	
DIR #	

Subcontractor	
Description of work	
Cost of Work	
Business Address	
DIR #	

Subcontractor	
Description of work	
Cost of Work	
Business Address	
DIR #	

(Please make extra copies as necessary)

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____ as Principal, and _____ as Surety, are held and firmly bound unto the Town of Los Gatos, a municipal corporation of the State of California (hereinafter called "Town") in the penal sum of 10% of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the Town for the Project listed below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ (\$ _____) dollars.

Project #18-821-2302 Corp Yard Engineering Building Tenant Improvements

The condition of this obligation is such that a bid to the Town for this project, for which bids are to be opened on **Thursday, September 10, at 2:00 p.m.**, has been submitted by Principal to Town:

BID TOTAL from BID SCHEDULE: _____

The quantities shown on the bid form are approximate only, being given as a basis for the comparison of bids, and the Owner does not, expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or class or portion of the work as may be deemed necessary or advisable by the Director of Parks & Public Works.

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner required under the Specifications, after the prescribed forms are presented to the Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files 2 bonds with the Town, to guarantee faithful performance of the Contract and to guarantee payment for labor and materials as provided by law as well as files insurance certificates and equal employment opportunity documentation required under the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by Town, and judgment is recovered, the Surety shall pay all costs incurred by Town in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL:

SURETY:

(Seal)

(Seal)

(Seal)

(Seal)

(Seal) (Principal)

(Seal) (Principal)

(Address)

(Address)

(City, State, Zip)

(City, State, Zip)

(Phone Number)

(Phone Number)

NOTE: Attach Notary Acknowledgment for signatures of those executing for **PRINCIPAL** (owner) and **SURETY**.

BID BREAKDOWN/SCHEDULE OF VALUES

PART 1 - GENERAL

1.01 SUMMARY

- A. Schedule includes: Requirements for preparation, format, and submittal of Bid Breakdown/Schedule of Values.
- B. Related Sections: The completion of the work described in this Section may require work in or coordination with other Sections of these specifications. The Contractor and the sub-contractor shall be responsible for identifying and including all related work in other Sections of these specifications and/or drawings necessary for a complete installation of the work described in this Section. These related Sections include but are not limited to the following:
 - 1. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.02 PREPARATION

- A. Prepare Bid Breakdown/Schedule of Values identifying costs of Major Items of Work and other costs shown in sample included at end of this Section. Note that the example shown does not necessarily identify all the necessary work activities and should be considered a minimum.
- B. Divide the Work into the major items of Work at least as specific as listed in the Sample Bid Breakdown/Schedule of Values. The major items of work shall be further broken down into definable features of work when requested by the Town . Assign prices to all features of work which aggregate the Contract Price. Base prices on costs associated with scheduled activities based on the Project Schedule for each Major Item of Work and associated features of work items.

1.03 SUBMITTALS

- A. Within 5 days of the scheduled date for award of bid by Town, submit a preliminary Bid Breakdown/Schedule of Values in accordance with this Section.
- B. Submit corrected Bid Breakdown/Schedule of Values within 10 days upon receipt of reviewed Bid Breakdown/Schedule of Values, but no later than 10 days prior to anticipated submittal of first Application for Payment, in accordance with the General Conditions.
- C. Upon request, support prices with data which will substantiate their correctness, including sub-bids, invoices, receipts, etc.
- D. If activities are added or removed from the Progress Schedule or if changes to the Contract are executed, revise the Bid Breakdown/Schedule of Values and resubmit.
- E. Because the ultimate requirement is to develop a detailed Schedule of Values sufficient to determine appropriate monthly progress payment amounts, sufficient detailed breakdown shall be provided to meet this requirement. The Construction

Manager shall be the sole judge of acceptable numbers, details and description of values established. If, in the opinion of the Construction Manager, a greater number of Schedule of Values items than proposed by the Contractor is necessary, the Contractor shall add the additional items so identified by the Construction Manager.

- F. The Contractor and Construction Manager shall meet and jointly review the detailed Schedule of Values within 25 days from the date of Notice to Proceed. The value allocations and extent of detail shall be reviewed to determine any necessary adjustments to the values and to determine if sufficient detail has been proposed. Any adjustments deemed necessary to the value allocation or level of detail shall be made by the Contractor and a revised detailed Schedule of Values shall be submitted within 30 days from the date of Notice to Proceed.

1.04 SAMPLE BID BREAKDOWN/SCHEDULE OF VALUES

- A. Following is an acceptable form for Bid Breakdown/Schedule of Values..

Project Name/Title
 Sample Bid Breakdown/Schedule of Values

Activity Code ¹	Item of Work Description	Value (\$)	Previous Percent Complete	Previous Payments	Current Percent Complete	Earned This Period	Total Earned to Date	Percent Remaining to Complete
	BASE BID							
	General Conditions, Daily Clean-Up							
	Equipment Rental							
	Temporary Job Site Facilities & Fencing							
	Clearing, Grubbing Stripping, Erosion Control Measures							
	Survey							
	Misc. Site Work							
	Permanent Fencing and Retaining Walls							
	Final Cleaning, Site Restoration							
	Selective Demolition							
	Onsite Storm Drains							
	Earthwork, Grading, Backfill, Trenching & Excavation							
	Paving							
	Landscaping and Irrigation							
	Concrete Foundations							

Activity Code ¹	Item of Work Description	Value (\$)	Previous Percent Complete	Previous Payments	Current Percent Complete	Earned This Period	Total Earned to Date	Percent Remaining to Complete
	& Reinforcing							
	Concrete Slabs & Flat Work							
	Masonry							
	Structural Steel							
	Misc. Metals & Fabrications							
	Rough Framing							
	Finish Carpentry							
	Built-In Cabinets and Casework							
	Waterproofing							
	Insulation							
	Canopies							
	Roofing							
	Flashing & Sheet Metal							
	Caulking & Sealants							
	Doors & Frames							
	Access Doors & Frames							
	New Windows							
	Window Rehabilitation							
	Finish Hardware							

Activity Code ¹	Item of Work Description	Value (\$)	Previous Percent Complete	Previous Payments	Current Percent Complete	Earned This Period	Total Earned to Date	Percent Remaining to Complete
	Glass & Glazing							
	Storefront Systems							
	Lath & Plaster							
	Gypsum Board							
	Pre-Finished Paneling and Wainscotings (FRP)							
	Vinyl / Linoleum Flooring							
	Carpet							
	Painting							
	Fabric or Vinyl Wall Covering							
	Acoustical Ceilings							
	Toilet Partitions & Accessories							
	Louvers & Vents							
	Signage							
	Fire Extinguishers and Enclosures							
	Window Coverings							
	Misc. Specialty Items							
	HVAC							
	Rough Plumbing							
	Finish Plumbing Equipment & Fixtures							

Activity Code ¹	Item of Work Description	Value (\$)	Previous Percent Complete	Previous Payments	Current Percent Complete	Earned This Period	Total Earned to Date	Percent Remaining to Complete
	Rough Electrical & Communications							
	Finish Electrical Equipment & Fixtures							
	Fire Sprinkler System							
	Testing							
	Insurance							
	Bond							
	Contractor's Overhead & Profit							
	Total Bid Should Equal 100% of Contract Amount (Excluding Alternatives)							
	ALTERNATE BID ITEM #1							
	TOTAL AMOUNT							
<p>NOTE 1: The Activity code from the project schedule (CPM). NOTE 2: List major features of work and the associated breakdown of discrete items of work under those major items. Examples are shown, but are not complete.</p>								

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF BID BREAKDOWN AND SCHEDULE OF VALUES

BID BREAKDOWN / SCHEDULE OF VALUES

CONTRACT DOCUMENTS

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Construction Agreement

This Agreement is dated for identification this ____ day of _____, 2020, and is made by and between the TOWN OF LOS GATOS, a California municipal corporation, whose address is 110 East Main Street, Los Gatos, California 95030 (hereinafter "TOWN"), and (CONTRACTOR NAME), whose address is (CONTRACTOR ADDRESS) (hereinafter "CONTRACTOR").

NOW, THEREFORE, the parties agree:

ARTICLE I: WORK TO BE DONE AND DOCUMENTS FORMING THE CONTRACT.

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the said TOWN, and under the conditions expressed in the two bonds hereunto annexed, the said CONTRACTOR agrees with the said TOWN, at his own proper cost and expense, to do all the work and furnish all the materials and equipment necessary to construct and complete, in accordance with the plans and specifications hereinafter mentioned, in a good, workmanlike and substantial manner, under the supervision of the Town Engineer, or his, of the TOWN OF LOS GATOS, California, all the works and improvements described, mentioned and set forth in those plans and specifications on file in the Office of the Parks and Public Works of said TOWN, entitled:

"Plans and Specifications for

Project #18-821-2302 Corp Yard Engineering Building Tenant Improvements"

which said plans and specifications and all the documents therein contained, including the TOWN OF LOS GATOS's Standard Provisions, are hereby specially referred to and by such reference made part of this contract.

ARTICLE II: CONTRACTOR'S ACCEPTANCE

CONTRACTOR agrees to receive and accept the prices shown on Exhibit "A," which is attached hereto and incorporated by reference herewith, as full compensation for furnishing all materials and equipment and for doing all the work described in the contract documents; also for all loss or damage as provided in the contract documents in the prosecution of the work until its acceptance by the Town Council of the TOWN OF LOS GATOS, and for well and faithfully completing the work, and the whole thereof, in the manner and according to the contract documents, plans and specifications, and the requirements of the Town Engineer.

ARTICLE III: ACCEPTANCE BY TOWN

The said TOWN hereby promises and agrees with the said CONTRACTOR to employ, and does hereby employ the said CONTRACTOR to provide the materials and to do the work

according to the terms and conditions herein contained and referred to, for the prices aforesaid, and hereby contracts to pay the same at the time, in the manner and upon the conditions above set forth; and the said parties for themselves their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE IV: COMPLETION OF AGREEMENT

Reference is made to Part I – Page 1 of the TOWN's Project Specifications Notice to Contractors which are hereby made a part of this contract. Inasmuch as the work called for under this contract concerns a needed public improvement, the time of performance and completion of this work is of the essence of this contract. It is expressly understood and agreed by the parties hereto that all the work called for under this contract, in all its parts and requirements, shall be completed ninety (90) working days from Notice to Proceed.

ARTICLE V: HOURS OF LABOR

The CONTRACTOR shall forfeit, as a penalty, to the TOWN, Twenty-Five Dollars (\$25) for each workman employed in the execution of the contract by him or by any subcontractor for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of Sections 1810 1815 inclusive of the Labor Code and all amendments thereto.

ARTICLE VI: APPRENTICES

Attention is directed to the provisions in Sections 1777.5, 1777.6 and 1777.7 of the Labor Code governing the employment of apprentices by the CONTRACTOR or any subcontractor under him. CONTRACTOR and any of his subcontractors shall comply with the requirements of said sections of the Labor Code; CONTRACTOR shall have full responsibility for compliance with the said sections regardless of any other contractual or employment relationships alleged to exist.

Information relative to apprenticeship standards and other requirements may be obtained from the Director of Industrial Relations ex officio the Administrator of Apprenticeship, San Francisco, California or from the Division of Apprenticeship Standards at its branch offices.

ARTICLE VII: NONDISCRIMINATION

The CONTRACTOR sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts.

Failure by CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as recipient deems appropriate.

ARTICLE VIII: INDEPENDENT CONTRACTOR

It is agreed that CONTRACTOR is an independent contractor, and all persons working for or under the direction of CONTRACTOR are CONTRACTOR's agents, servants and employees, and said persons shall not be deemed agents, servants or employees of TOWN.

ARTICLE IX: OWNERSHIP OF DATA AND DOCUMENTS

CONTRACTOR agrees that all records, specifications, data, maps, designs, graphics, writings, recordings and other tangible materials regardless of form or format, including, without limitation, electronically transmitted documents and ACAD files, and other collateral materials collected, compiled, drafted, prepared, produced and/or generated in the performance of this Agreement shall be the property of TOWN. CONTRACTOR shall regularly provide such documents to TOWN upon TOWN's request. In the event that this Agreement is terminated prior to completion of the scope of work, CONTRACTOR shall provide all such data and documents to TOWN forthwith.

ARTICLE X: INSURANCE

a. Commercial General Liability/Automobile Liability Insurance:

CONTRACTOR shall obtain and maintain Commercial General Liability insurance and Automobile Liability insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract or the general aggregate limit shall be twice the required occurrence limit. CONTRACTOR's insurance coverage shall be written on an occurrence basis.

b. Workers' Compensation Insurance:

CONTRACTOR shall obtain and maintain statutory Workers' Compensation insurance and Employer's Liability insurance in the amount of One Million Dollars (\$1,000,000) per accident.

CONTRACTOR is familiar with the Workers' Compensation laws of California (generally contained in Section 3700 of the Labor Code), including those provisions which provide for specific exemptions from the requirement that all employers must carry Workers' Compensation insurance, and CONTRACTOR maintains they are exempted under the law from the requirement to maintain Workers' Compensation insurance coverage.

In addition, during the term of any work for TOWN under said agreement: (1) CONTRACTOR will not employ any person in any manner so as to become subject to the Workers' Compensation laws of California, or (2) should CONTRACTOR become subject to the Workers' Compensation provisions of Section 3700 of the Labor Code for any reason, CONTRACTOR shall forthwith comply with those provisions and send evidence of financial compliance to TOWN.

- c. Acceptability of Insurers: Insurance is to be placed with insurers with a current Best Rating of A:VII unless otherwise acceptable to TOWN.

- d. Verification of Coverage: Insurance, deductibles or self-insurance retentions shall be subject to TOWN's approval. Original Certificates of Insurance with endorsements shall be received and approved by TOWN before work commences, and insurance must be in effect for the duration of the contract. The absence of insurance or a reduction of stated limits shall cause all work on the project to cease. Any delays shall not increase costs to TOWN or increase the duration of the project.

- e. Other Insurance Provisions:
 - 1) The TOWN OF LOS GATOS, its officers, officials, employees and volunteers are to be covered as additional insured by Endorsement CG 20 10 11 85 or other endorsement approved by Town Attorney for Commercial General and Automobile Liability coverage.
 - 2) For any claims related to this project, CONTRACTOR's insurance coverage shall be primary and any insurance or self-insurance maintained by TOWN, its officers, officials, employees and volunteers shall not contribute to it.
 - 3) Each insurance policy required shall be endorsed that a thirty (30) day notice be given to TOWN in the event of cancellation or modification to the stipulated insurance coverage.
 - 4) In the event CONTRACTOR employs subcontractors as part of the work covered by this Agreement, it shall be the responsibility of CONTRACTOR to ensure that all subcontractors comply with the same insurance requirements that are stated in this Agreement.
 - 5) Approval of the insurance by TOWN or acceptance of the Certificate of Insurance by TOWN shall not relieve or decrease the extent to which CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR's services or operation pursuant to this Agreement, nor shall it be deemed a waiver of TOWN's rights to insurance coverage hereunder.
 - 6) If, for any reason, CONTRACTOR fails to maintain insurance coverage that is required pursuant to this contract, the same shall be deemed a material breach of contract. TOWN, at its sole option, may terminate this contract and obtain damages from CONTRACTOR resulting from said breach. Alternately, TOWN may purchase such required insurance coverage, and without further notice to CONTRACTOR, TOWN may deduct from sums due to CONTRACTOR any premium costs advanced by TOWN for such insurance.

ARTICLE XI: HOLD HARMLESS

CONTRACTOR hereby agrees to and shall hold TOWN, its elective and appointive boards, commissions, officers, agents, registered volunteers, and employees harmless from any

liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage and any other claims of any sort whatsoever, including, but not limited to, any liabilities, claims, losses, or expenses in any manner caused by, arising out of, or in connection with, either directly or indirectly, the construction or installation of the work, the guarding of the work, the use of improper materials in construction of the work, or the negligent, willful, or intentional acts or omissions by CONTRACTOR or CONTRACTOR's subcontractors, agents, or employee operations under this Agreement, whether such operations by CONTRACTOR or by any of CONTRACTOR's subcontractors, or by any one or more persons directly or indirectly employed by, or acting as agent for CONTRACTOR or any of CONTRACTOR's subcontractors during the progress of the work or at any time before its completion and final acceptance, excepting suits and actions brought by the CONTRACTOR for default of this Agreement or arising from the sole active negligence or willful misconduct of the TOWN. The Town Council may retain so much of the money due to the CONTRACTOR as shall be reasonably necessary to protect the TOWN, until disposition has been made of such suits or claims for damages as aforesaid.

CONTRACTOR agrees to and shall pay TOWN's cost of defense (or, at the sole option of the TOWN, CONTRACTOR shall defend with counsel approved by the TOWN Attorney) and indemnify TOWN and its elective and appointive boards, commissions, officers, agents, and employees from any suits or actions at law or in equity arising out of the execution, adoption or implementation of this Agreement (exclusive of any such actions brought by CONTRACTOR), such indemnification to include all costs of defense, judgments, and any awards of attorneys' fees.

Should any accident or incident causing death, personal injury or property damage occur between the date CONTRACTOR is notified that its General Liability and/or Workers Compensation Insurance is canceled and the effective date of such cancellation, CONTRACTOR's obligation to indemnify, defend and save harmless the TOWN, as provided for hereinabove, shall in no manner be affected by the fact that the TOWN had not received the notice of cancellation prior to the date of such accident or incident.

ARTICLE XII: BONDING REQUIREMENT

CONTRACTOR agrees to post a Faithful Performance Bond and a payment bond for Labor and Materials, or other guarantees, in the required amounts upon bond forms provided by the TOWN, guarantying the performance of the terms of this Agreement. Surety issuing bonds for CONTRACTOR shall be approved by the U.S. Department of Treasury's Financial Management Service and shall be listed on the most current Treasury Circular 570 as contained in the Federal Register.

Contractor agrees to allow five percent of the faithful performance bond to remain in effect for a period of two years following Town Council project acceptance as guarantee for any needed repair or replacement caused by defective materials and workmanship.

ARTICLE XIII: MAINTENANCE AND GUARANTY

CONTRACTOR shall promptly repair, replace, restore, or rebuild, as the TOWN may determine, any finished product in which defects of materials or workmanship may appear or to which damage may occur because of such defects, during a two (2) year period subsequent to the date of final acceptance.

This article does not in any way limit the guaranty on any items for which a longer guaranty is specified or on any items which a manufacturer gives a guaranty for a longer period, nor does it limit the other remedies of the TOWN in respect to a latent defect, fraud or implied warranties. CONTRACTOR shall furnish the TOWN all appropriate guaranties or warranty certificates upon completion of the project.

ARTICLE XIV: SHORING FOR TRENCHES

If the contract specifies an expenditure of Twenty-Five Thousand Dollars (\$25,000) or greater for trenching, and if the depth of the trench is five feet (5') or more, then Section 6705 of the Labor Code shall also be applicable.

ARTICLE XV: APPLICABLE LAWS AND ATTORNEY'S FEES

This Agreement shall be construed and enforced pursuant to the laws of the State of California. Should any legal action be brought by a party for breach of this Agreement or to enforce any provision herein, the prevailing party of such action shall be entitled to reasonable attorneys' fees, court costs, and such other costs as may be fixed by the court. Reasonable attorneys' fees of the TOWN Attorney's Office, if private counsel is not used, shall be based on comparable fees of private attorneys practicing in Santa Clara County.

ARTICLE XVI: LIQUIDATED DAMAGES

It is mutually agreed by CONTRACTOR and TOWN that in the event that completion of the construction by CONTRACTOR under this Agreement is delayed beyond DATE, TOWN will suffer damages and will incur other costs and expenses of a nature and amount which is difficult or impractical to determine. The Parties agree that by way of ascertaining and fixing the amount of damages, costs and expenses, and not by way of penalty, CONTRACTOR shall pay to TOWN the sum of One Thousand Two Hundred and Fifty Dollars (\$1,250.00) per day in liquidated damages for each and every calendar day such delay in completion of the services under this Agreement continues beyond DATE. In the event that the liquidated damages are not paid, CONTRACTOR agrees that TOWN may deduct the amount of unpaid damages from any money due or that may become due to CONTRACTOR under this Agreement.

ARTICLE XVII: INTERPRETATION OF CONTRACT

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the bid or proposal of said CONTRACTOR,

then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE XVIII: AMENDMENTS AND CHANGE ORDERS

This Agreement may be amended from time to time as necessary by formal and written amendment or authorized change order executed by the Town Manager or designee and principal acting on behalf of the CONTRACTOR.

ARTICLE XIX: PREVAILING WAGES

Prevailing Wage. This project is subject to the requirements of Section 1720 et seq. of the California Labor Code requiring the payment of prevailing wages, the training of apprentices and compliance with other applicable requirements. Contractors and all subcontractors who perform work on the project are required to comply with these requirements. Prevailing wages apply to all projects over \$1,000 which are defined as a "public work" by the State of California. This includes: construction, demolition, repair, alteration, maintenance and the installation of photovoltaic systems under a Power Purchase Agreement when certain conditions are met under Labor Code Section 1720.6. This include service and warranty work on public buildings and structures.

- 1) The applicable California prevailing wage rate can be found at www.dir.ca.gov and are on file with the Town of Los Gatos Parks and Public Works Department, which shall be available to any interested party upon request. The contractor is also required to have a copy of the applicable wage determination posted and/or available at each jobsite.
- 2) Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime, weekend and holiday pay, and shift pay must be paid pursuant to applicable Labor Code section.
- 3) The public entity for which work is being performed or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violations identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.
- 4) As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, the contractor agrees to present to the TOWN, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the Agency or its designee including, but not limited to: certified payroll, fringe benefit statements

and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

- 5) In addition to submitting the certified payrolls and related documentation to the TOWN, the contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and final payment.
- 6) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- 7) No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
- 8) Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the TOWN for any fines assessed by the California Department of Industrial Relations against the TOWN for such violation, including all staff costs and attorney's fee relating to such fine.
- 9) The TOWN shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., the TOWN may continue to hold sufficient funds to cover estimated wages and penalties under the contract.

ARTICLE XX: ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements or understandings (whether oral or written) between or among the parties relating to the subject matter of this Agreement which are not fully expressed herein.

ARTICLE XXI: PUBLIC RECORDS

The parties recognize and acknowledge that TOWN is subject to the California Public Records Act, California Government Code Section 6250 and following. Public records are subject to disclosure.

ARTICLE XXII: NOTICES

Any notice required to be given to CONTRACTOR shall be deemed to be duly and properly given if mailed to CONTRACTOR, postage prepaid, addressed to:

CONTRACTOR NAME
ADDRESS
CITY, STATE ZIP

or personally delivered to CONTRACTOR at such address or at such other addresses as CONTRACTOR may designate in writing to TOWN.

Any notice required to be given TOWN shall be deemed to be duly and properly given if mailed to TOWN, postage prepaid, addressed to:

Michelle Quinney
Interim Town Engineer
TOWN OF LOS GATOS
41 Miles Avenue
Los Gatos, California 95030

or personally delivered to TOWN at such address or at such other addresses as TOWN may designate in writing to CONTRACTOR.

ARTICLE XXIII: SECTION 7106 FORM

Attached to the Agreement is a fully executed and sworn non-collusion affidavit as required by Section 7106 of the California Public Contracts Code. Said affidavit is incorporated herein by this reference.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date first written above.

APPROVED AS TO CONTENT:

"TOWN":
TOWN OF LOS GATOS

Matt Morley
Director of Parks and Public Works

By: _____
Laurel Prevetti
Town Manager

APPROVED AS TO FORM:

Robert Schultz
Town Attorney

Attest: _____
Shelley Neis
Town Clerk

CONTRACTOR:

By: _____

Name: _____

Title: _____

Address: _____

By: _____

Title: _____

Tax ID No. or SSAN:

Contractors Bond for Labor and Material

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and

_____,
incorporated under the laws of the State of _____
and authorized to execute bonds and undertakings as Surety, are held and firmly bound unto any and all materialmen, persons, companies or corporations furnishing materials, provisions, provender or other supplies used in, upon, for or about the performance of the work contracted to be executed or performed under the contract hereinafter mentioned, and all persons, companies or corporations renting implements or machinery, or hiring crews, for or contributing to said work to be done, and all persons who perform work or labor upon the same, and all persons who supply both work and materials, and whose claim has not been paid by the contractor, company, or corporations in the just and full sum of _____ Dollars (\$_____), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally firmly by these presents.

The condition of the foregoing obligation is such that; WHEREAS, the above-bounden Principal has entered into a certain contract attached hereto and incorporated herein by reference as though fully set forth, with the TOWN OF LOS GATOS, to do and perform the following work; to wit:

Project #18-821-2302 Corp Yard Engineering Building Tenant Improvements

as required by the plans and specifications, pursuant to the award made to said contractor by the Council of the TOWN OF LOS GATOS, on _____, 2020, as will more fully appear by reference to the minutes of said Council of said TOWN of said date.

NOW, THEREFORE, if the above-bounden Principal, contractor, person, company, or corporation, or his agent, or the subcontractors, fails to pay for any materials, provisions, provender, or other supplies, or crews used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any amount required to be deducted, withheld, and paid over to Franchise Tax Board, from the wages of employees of the contractor or subcontractor, pursuant to Section 18806 of the Revenue and Tax Code, then the Surety of this bond will also pay the same in an amount not exceeding the sum specified in the bond; and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment therein rendered.

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

This bond is executed and filed to comply with the provisions of Sections 3247, *et seq.*, of the Civil Code.

Signed and sealed this _____ day of _____, 2020.

BY:

CONTRACTOR

BY:

SURETY (Address and Phone No.)

(CORPORATE SEAL)

(SURETY SEAL)

The amount of the within obligation is hereby fixed by the TOWN Council in the sum of (CONTRACT AMOUNT) Dollars (\$XXXXX), that sum being one hundred percent (100%) of the contract price, is by said TOWN Council deemed adequate, and is the sum fixed by it for that purpose and the TOWN Manager is hereby authorized to approve said bond.

APPROVED AS TO FORM:

Robert Schultz, Town Attorney

Laurel Prevetti, Town Manager

ATTEST: _____
Shelley Neis, Town Clerk

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Contractors Bond for Faithful Performance

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and

_____,
incorporated under the laws of the State of _____, and authorized to execute bonds and undertakings as Surety, are held firmly bound unto the TOWN OF LOS GATOS, a municipal corporation of the State of California, in the sum of _____ Dollars (\$_____), for payment whereof, well and truly to be made, said Principal and Surety bind themselves, their administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that: WHEREAS, the above-bounden Principal has entered into a certain contract attached hereto and incorporated herein by reference as though fully set forth, with the TOWN OF LOS GATOS, to do and perform the following work; to wit:

Project #18-821-2302 Corp Yard Engineering Building Tenant Improvements

as required by the plans and specifications, pursuant to the award made to said contractor by the Council of the TOWN OF LOS GATOS, on _____, 2020, as will more fully appear by reference to the minutes of said Council of said date.

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

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise, to remain in full force and effect.

Signed and sealed this _____ day of _____, 2020.

BY:

CONTRACTOR

BY:

SURETY (Address and Phone No.)

(CORPORATE SEAL)

(SURETY SEAL)

The amount of the within obligation is hereby fixed by the TOWN Council in the sum of (CONTRACT AMOUNT) Dollars (\$XXXXX), that sum being one hundred percent (100%) of the contract price, is by said TOWN Council deemed sufficient and adequate, and is the sum fixed by it for that purpose.

APPROVED AS TO FORM:

Robert Schultz, Town Attorney
Manager

Laurel Prevetti, Town

ATTEST:

Shelley Neis, Town Clerk

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SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SECTION 1. SPECIFICATIONS AND PLANS

General

Wherever in these Specifications the term "Standard Specifications" is used, it shall mean the specifications as noted in the Project Plans. Any item not covered in these Specifications shall be performed in accordance with the appropriate section of the Standard Specifications.

Special Provisions Section 1 – Section 6

Special Provisions Sections 1 – Section 6 shall apply to all elements of the project. Full compensation for furnishing all labor, materials, tools, equipment and all incidentals for doing all the work involved in compliance with the Plans, Specifications, and Special Provisions Sections 1 – Section 6 shall be deemed included in the price paid for the various other contract bid items and no additional compensation shall be allowed therefore.

END OF SECTION 1 – SPECIFICATIONS AND PLANS

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

Proposal Guaranty

The Bidder's Bond shall conform to the bond form included in the Proposal for the project and shall be properly filled out and submitted with the Proposal.

Pre-Bid Site Inspection

As noted in the Town of Los Gatos Plans and Specifications, prospective bidders shall carefully examine the job site. The submission of the bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the conditions to be encountered, as to character, quality, and scope of work to be performed, the quantity of materials to be furnished, and as to the requirements of the proposals, plans, specifications, and the contract. All questions relative to this project must be submitted in writing and received a minimum of five (5) working days prior to the bid opening date and shall be directed to:

Town of Los Gatos, Parks and Public Works Department
41 Miles Avenue, Los Gatos, CA 95030
Attention: Kinjal Buch, Senior Engineering Technician
E-mail: kbuch@losgatosca.gov
Telephone: (408) 399-5756
Fax: (408) 354-8529

END OF SECTION 2 – PROPOSAL REQUIREMENTS AND CONDITIONS

SECTION 3. AWARD AND EXECUTION OF CONTRACT

Determination of Low Bid

All bids will be compared on the basis of the information submitted in the Bid Form. The determination of the low bid will be based on the total base bid. The contract will be awarded to the lowest responsible bidder meeting the contract requirements.

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Town Standard Specifications and these Special Provisions for the requirements and conditions concerning award and execution of contract.

Bid Protests are to be delivered to the following:

Town of Los Gatos, Parks and Public Works Department
41 Miles Avenue, Los Gatos, CA 95030
Attention: Michelle Quinney, Interim Town Engineer
Telephone: (408) 827-3552
Fax: (408) 354-8529
Email: MQuinney@LosGatosCA.gov

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose bid complies with all the requirements prescribed.

The contract shall be executed by the successful bidder and shall be returned together with the contract bonds, to the Town so that it is received within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received the Notice of Award. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Town of Los Gatos, Department of Parks and Public Works, 41 Miles Avenue, Los Gatos, CA 95030.

Pre-Construction Conference

A pre-construction conference will be held shortly after the contract award in accordance with "Preconstruction Conference" subparagraph found in Document 01 31 05 in General Requirements of Town Specifications. The Contractor shall prepare in advance the proposed progress schedule in accordance with "Part 3 – Execution" in Document 01 32 00 in General Requirements of these specifications.

END OF SECTION 4 – AWARD AND EXECUTION OF CONTRACT

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

General

Attention is directed to the "Hours of Work", "Time of Completion" and "Liquidated Damages," as listed below.

Hours of Work

Unless otherwise approved in writing by the Project Manager or specified in these Special Provisions, the hours of work for this project are Monday through Friday, 7:00 AM to 4:00 PM.

The work hours will be strictly enforced. The Engineer/Project Manager has full authority to implement the working hours and completely shut down the construction operations outside the hours of work specified. Should the provisions of this section not be met, liquidated damages of Five Hundred Dollars (\$500.00) for every 60-minute time period (or portion thereof) beyond the hours of work allowable shall be withheld from moneys due to the Contractor.

Time of Completion

The Contractor shall begin work as stipulated in the Notice to Proceed.

The Contractor shall diligently prosecute the work to completion before the expiration of **NINETY (90) WORKING DAYS** after the date of the first working day. The time of completion shall include all allowances for mobilization and total completion of all work including final punch list work and final clean up.

Liquidated Damages

Time is of the essence for completion of this project. The Contractor shall pay to the Town of Los Gatos the sum of One Thousand Two Hundred and Fifty Dollars (\$1250.00) per day for each and every calendar day's delay in the finishing of the work in excess of working days prescribed above. Liquidated damages shall also be assessed for non-compliance with the requirements stated in "Hours of Work" in Section 4 of these Special Provisions.

END OF SECTION 4 – BEGINNING OF WORK, TIME OF COMPLETION & LIQUIDATED DAMAGES

SECTION 5. LICENSE, INSURANCE AND LABOR REQUIREMENTS

Licenses

The Contractor shall possess a valid **Class “B”** General Building Contractor’s License at the time the Contract is awarded. Failure to possess the specified license shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license at the time of bid and forfeiture of the bid will result. All contractors and subcontractors shall have and maintain a current and valid contractor license of the required classification from the State of California throughout the course of this project. In addition, all contractors and subcontractors working in the Town of Los Gatos must have a valid Town of Los Gatos Business License.

Worker’s Compensation

Before commencing work in the Town of Los Gatos the Contractor must provide the Town with a copy of one of the following:

1. Certificate of Worker’s Compensation Insurance; or
2. Certificate of consent to self-insure issued by the Director of Industrial Relations;
or
3. Certificate of exemption from the Workers’ Compensation Laws.

Insurance Requirements

Bidders' attention is directed to the insurance requirements below. It is highly recommended that bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid and shall not be otherwise recoverable from Owner.

The Contractor agrees that they will assume sole and complete responsibility for job site conditions during the course of the work, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours.

In addition to any other indemnity obligation incorporated herein, the Contractor shall indemnify, defend and hold harmless Town, its agents, officers, attorneys, Employees, officials and volunteers, to the fullest extent permitted by law from any and all claims, causes of action, injuries, losses, liabilities, cost (including reasonable defense costs and attorneys' fees) or damages arising out of or related to, or alleged to arise out of or relate to the performance of this contract or any acts or omissions of Contractor, its agents, officers, employees, or anyone rendering services on their behalf, except for any claims, causes of action, injuries, losses, liabilities or damages proximately caused by the active negligence, sole negligence or willful misconduct of Town.

Notwithstanding any other indemnity provisions imposed under this contract, with respect to any design professional services provided by the Contractor, the Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees from any and all claims,

actions, causes of action, losses, damages, costs and liabilities of every nature, including all costs of defending any claim, caused by, pertaining or relating to, or arising out of, or alleged to have been caused by or arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, except for any claims, actions, causes of action, losses, damages or liabilities proximately caused by the sole negligence or willful misconduct of Town. The Town shall not be liable for acts of the Contractor in performing services described herein.

The foregoing indemnity provisions are intended to fully allocate all risk of liability to third-parties. No other rights of indemnity or contribution shall exist between the parties in law or in equity. The provisions set forth in this section shall survive the termination of this Agreement.

A. Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form GC 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 "any auto" and endorsement CA 0025.
3. Worker's Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.

B. Minimum Limits of Insurance.

The Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/Location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by the Town of Los Gatos. At the option of the Town of Los Gatos, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Town of Los Gatos, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

D. Other Insurance Provision.

The policies are to contain, or be endorsed to contain the following provision:

1. General Liability and Automobile Liability Coverages
 - a. The Town of Los Gatos, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contracts, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the

Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town of Los Gatos, its officers, officials, employees, or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the Town of Los Gatos, its officers, officials, employees, and volunteers. Any insurance or self-insurances maintained by the Town of Los Gatos, its officers, officials, employees, or volunteers shall be excess of the Contractors Insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Town of Los Gatos, its officers, officials, employees, or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Workers' Compensation and Employers Liability Coverage. The insurer shall agree to waive all rights of subrogation against the Town of Los Gatos, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the Town of Los Gatos.
 3. All Coverages. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt required, has been given to the Town of Los Gatos.

E. Acceptability of Insurers.

Insurance is to be placed with insurers with a Best's rating of no less than B+.

F. Verification of Coverage.

The Contractor shall furnish the Town of Los Gatos with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms provided by the Town of Los Gatos. Where by statute, the Town of Los Gatos' workers' compensation-related forms cannot be used, equivalent forms approved by the State Insurance Commissioner are to be substituted. All certificates and endorsements are to be received and approved by the Town of Los Gatos before work commences. The Town of Los Gatos reserves the right to require complete, certified copies of all required insurance policies, at any time.

G. Subcontractors.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Indemnification.

The Contractor shall save, keep and hold harmless indemnify and defend the Town its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Consultant's officers, employees, or agents or any subcontractor.

Public Safety

The Contractor shall maintain a safe workplace throughout the job including, but not limited to, maintenance of barricades, maintenance of safe pedestrian walkways and handicap access throughout or around the project site, and maintenance of pavement within the limits of the roadway and driveways with a suitable traffic-bearing surface. The Contractor shall fulfill the requirements of this Section 24 hours per day, seven days a week, including holidays, from the time of the Notice to Proceed is issued until the project is formally accepted.

Labor Nondiscrimination

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

Attention is directed to the following "Nondiscrimination Clause" that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NONDISCRIMINATION CLAUSE

1. During the performance of this contract, the Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. The Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOV. CODE, SECTION 12990)

These specifications are applicable to all state Contractors and subcontractors having a construction contract or subcontract of \$5,000 or more.

1. As used in the specifications:
 - a. Administrator" means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing or any person to whom the Administrator delegates authority;

- b. "Minority" includes:
 - (i) Black (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);
 - (ii) Hispanic (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America or other Spanish derived culture or origin regardless of race);
 - (iii) Asian/Pacific Islander (all persons having primary origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands); and
 - (iv) American Indian/Alaskan Native (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).
2. Whenever the Contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of \$5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.
3. The Contractor shall implement the specific nondiscrimination standards provided in paragraph 6(a) through (e) of these specifications.
4. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the Contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.
5. In order for the non-working training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.
6. The Contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor must be able to demonstrate fully its efforts under Steps (a) through (e) below:
 - a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligations to maintain such a working environment.
 - b) Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment and outreach programs and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

- c) Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work, training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general foremen, on-site foremen, etc., are aware of the Contractor's equal employment opportunity policy and obligations, and discharge their responsibilities accordingly.
 - d) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligations under these specifications are being carried out.
7. The Contractors are encouraged to participate in voluntary associations, which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor-community, or other similar groups of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's.
 8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female, and all women, both minority and non-minority.
 9. The Contractor shall not use the nondiscrimination standards to discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical handicap, medical condition, marital status or age over 40.
 10. The Contractor shall not enter into any subcontract with any person or firm decertified from state contracts pursuant to Government Code Section 12990.
 11. The Contractor shall carry out such sanctions and penalties for violation of these specifications and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations by the awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.
 12. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in any easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

NOTE: Authority cited: Sections 12935(a) and 12990(d), Government Code. References: Section 12990, Government Code.

Prevailing Wage

Workers employed in the work must be paid at rates at least equal to the then current prevailing wage scale as determined by the State Director of the Department of Industrial Relations.

Pursuant to California Labor Code §1770, any Contractor who is awarded a public works project and intends to use a craft of classification not shown on the general prevailing wage determinations, may be required to pay the wage rate of that craft of classification most closely related to it as shown in the general determinations effective at the time of the calls for bids. Statutory provisions for penalties for failure to pay prevailing wages and for failure to comply with state wage and hour laws will be enforced. Eight hours of labor constitutes a day's work. The Contractor must comply with the statutory requirements relating to certified copies of payroll records, including the maintenance of the records, their certification and their availability for inspection.

If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, said published rate of wage shall be in effect for the life of this contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the Department of Industrial Relations, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of the contract, each successive predetermined wage rate shall apply to this contract on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rate expires during the life of this contract, such wage rate shall apply to the balance of the contract.

Payroll Records

The Contractor shall comply with Section 7-1.02K(3), "Certified Payroll Records" of the 2010 Standard Specifications. It shall be amended to include:

Certified payroll records shall be submitted weekly for the life of the project to a representative of the body awarding the contract.

END OF SECTION 5 – LICENSES, INSURANCE AND LABOR REQUIREMENTS

SECTION 6. CLAIMS

General

The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Construction Manager, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless the Contractor shall have given the Construction Manager due written notice of potential claim specified in the Standard Specifications and these Special Provisions.

The written notice of potential claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice as above required must have been given to the Construction Manager prior to the time that the Contractor shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Construction Manager, or in all other cases within 10 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. Town may request additional information from Contractor regarding the Contractor's claim which shall be provided to the Town within 10 days of the request. If the Contractor fails to provide notice as stipulated in this section, the Claim will be considered invalid, and no compensation will be allowed therefore.

It is the intention of this Section that differences between parties arising under and by virtue of the contract be brought to the attention of the Construction Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that they shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.

In addition to the written notice of potential claim, the Contractor shall submit written statement of all claims arising under or by virtue of the contract so that the Construction Manager receives the written approval or statement of claims no later than close of business of the thirtieth (30th) day after receiving the proposed final estimate. If the thirtieth (30th) day falls on a Saturday, Sunday, or legal holiday, then receipt of the written approval or statement of claims by the Construction Manager shall not be later than close of business of the next business day. No claim will be considered that was not included in the written statement or claims, nor will any claim be allowed as to which a notice or protest is required.

Claims filed by the Contractor shall be in sufficient detail to enable the Construction Manager to ascertain the basis and amount of said claims. If additional information or details are required by the Construction Manager to determine the basis and amount of the claims, the Contractor shall furnish additional information or details so that the additional information or details are received by the Construction Manager no later than the fifteenth (15th) day after receipt of the written request from the Construction Manager. If the fifteenth (15th) calendar day falls on a Saturday, Sunday or legal holiday, then receipt of the information or details by the Construction Manager shall not be later than close of business of the next business day. Failure to submit the information and details to the Construction Manager within the time specified will be sufficient cause for denying the claim.

The Contractor shall keep full and complete records of the costs and additional time incurred for any work for which a claim for additional compensation is made. The Construction Manager or any designated claim investigator or auditor shall have access to those records and any other

The Construction Manager will make the final determination of any claim which remains in dispute after completion of the claim review. The Contractor may be allowed to make a presentation in support of those claims.

Upon final determination of the claims, the Construction Manager will then make and issue the Construction Manager's final estimate in writing and within 30 days thereafter the Town will pay the entire sum, if any, found due thereon. That final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the amount of work done and the compensation payable therefore.

END OF SECTION 6 - CLAIMS

DIVISION 01 – GENERAL REQUIREMENTS

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ABBREVIATIONS

ABBREVIATIONS: In addition to abbreviations indicated on the Drawings, references in the Project Manual to codes, regulations, trade associations, technical societies, recognized authorities, and other institutions may include the following organizations, which are sometimes referred to only by corresponding abbreviation. Not all abbreviations are listed and not all listed abbreviations are used. Unless otherwise specifically defined in the Contract Documents, when the following abbreviations are used, the intent and meaning will be interpreted as follows:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen
AATC	American Association of Textile Chemists
ACI	American Concrete Institute
ACIL	American Council of Independent Laboratories
ACPA	American Concrete Pipe Association
ADA	Americans with Disabilities Act
ADC	Air Diffusion Council
AFBMA	Anti-Friction Bearing Manufacturers Association
AFPA	American Forest and Paper Association
ATIS	Alliance For Telecommunication Industry Solutions
AGA	American Gas Association
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association
AHMA	Association of Home Appliance Manufacturers
AI	Asphalt Institute
AIA	American Institute of Architects
A.I.A.	American Insurance Association
AIHA	American Industrial Hygiene Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALCA	Associated Landscape Contractors of America
ALI	Associated Laboratories, Inc.
ALSC	American Lumber Standards Committee
AMCA	Air Movement and Control Association
ANSI	American National Standards Institute
AOAC	Association of Official Analytical Chemists
AOSA	Association of Official Seed Analysts
APA	American Plywood Association
API	American Petroleum Institute
APRI	Air Conditioning and Refrigeration Institute
ARMA	Asphalt Roofing Manufacturers Association
ASA	Acoustical Society of America
ASC	Adhesive and Sealant Council
APWA	American Public Works Association
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers

ASME	American Society of Mechanical Engineers
ASPA	American Sod Producers Association
ASPE	American Society of Plumbing Engineers
ASSE	American Society of Sanitary Engineering
ASSHTO	American Association of State Highway and Transportation Officials
ASTM	American Society for Testing and Materials
AWCMA	American Window Covering Manufacturers Association
AWG	American Wire Gage
AWI	Architectural Woodwork Institute
AWPA	American Wood-Preservers' Association
AWPI	American Wood-Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders' Hardware Manufacturers Association
BIA	Brick Industry Association
BIFMA	Business and Institutional Furniture
CAGI	Compressed Air and Gas Institute
CalTrans	State of California, Department of Transportation
CAUS	Color Association of the United States
CBC	California Building Code
CBM	Certified Ballast Manufacturers Association
CCC	Carpet Cushion Council
CCR	California Code of Regulations
CDA	Copper Development Association
CFFA	Chemical Fabrics & Film Association, Inc.
CFR	Code of Federal Regulations
CGA	Compressed Gas Association
CISCA	Ceiling and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CPA	Composite Panel Association
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CRA	California Redwood Association
CSI	Construction Specifications Institute
CSS	State of California Standard Specifications
CTI	Ceramic Tile Institute of America
DIPRA	Ductile Iron Pipe Research Association
DFEH	California Department of Fair Employment and Housing
DHI	Door and Hardware Institute
DLPA	Decorative Laminate Products Association
EIA	Electronic Industries Alliance
EIMA	Exterior Insulation Manufacturers Association
EJMA	Expansion Joint Manufacturers Association
EPA	Environmental Protection Agency
ETL	ETL Testing Laboratories, Inc.
FCI	Fluid Controls Institute
FM	Factory Mutual
FS	Federal Specification of General Services Administration
FTI	Facing Tile Institute

GANA	Glass Association of North America
GA	Gypsum Association
HEI	Heat Exchange Institute
HI	Hydronics Institute
H.I.	Hydraulic Institute
HMA	Hardwood Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
IAMPO	International Assoc of Mechanical and Plumbing Officials
IBD	Institute of Business Designers
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEC	International Electrotechnical Commission
IEEE	Institute of Electrical and Electronic Engineers
IESNA	Illuminating Engineering Society of North America
IGCC	Insulating Glass Certification Council
IMSA	International Municipal Signal Association
IRI	Industrial Risk Insurers
ISA	Instrument Society of America
LIA	Lead Industries Association, Inc.
LPI	Lightning Protection Institute
MBMA	Metal Building Manufacturer's Association
MCAA	Mechanical Contractors Association of America
MIA	Marble Institute of America
MIL	Military Specification of U.S. Department of Defense
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry
NAAMM	National Association of Architectural Metal Manufacturers
NAIMA	North American Insulation Manufacturers Association
NAPA	National Asphalt Pavement Association
NAPF	National Association of Plastic Fabricators
NBGQA	National Building Granite Quarries Association
NCMA	National Concrete Masonry Association
NCPI	National Clay Pipe Institute
NCRPM	National Council on Radiation Protection
NCSPA	National Corrugated Steel Pipe Association
NEC	National Electrical Code
NECA	National Electrical Contractors Association
NEII	National Elevator Industry, Inc.
NEMA	National Electrical Manufacturers Association
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NHLA	National Hardwood Lumber Association
NLGA	National Lumber Grades Authority
NPCA	National Paint and Coatings Association
NRCA	National Roofing Contractors Association
NWWDA	National Wood Window and Door Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo and Mosaic Association
NUSIG	National Uniform Seismic Installation Guidelines
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast Concrete Institute

PDI	Plumbing and Drainage Institute
PEI	Porcelain Enamel Institute
RFCI	Resilient Floor Covering Institute
RIS	Redwood Inspection Service [Grading Rules]
RMA	Rubber Manufacturers Association
SDI	Steel Deck Institute
S.D.I.	Steel Door Institute
SGCC	Safety Glazing Certification Council
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joist Institute
SMA	Screen Manufacturers Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association, Inc.
SAE	Society of Automotive Engineers
SPRI	Single Ply Roofing Institute
SSMA	Steel Stud Manufacturers Association
SSPC	Steel Structures Painting Council
SSPMA	Sump and Sewage Pump Manufacturers Association
STI	Steel Tank Institute
SWI	Steel Window Institute
SWPA	Submersible Wastewater Pump Association
TCA	Tile Council of America
TCIA	Tree Care Industry Association
TPI	Truss Plate Institute
UBC	Uniform Building Code
UFAC	Upholstered Furniture Action Council
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
UL	Underwriters' Laboratories, Inc.
UNI	Uni-Bel PVC Pipe Association
USC	United States Code
USP	U.S. Pharmacopoeial Convention
USEPA	United States Environmental Protection Agency
WA	Wallcovering Association
WCLIB	West Coast Lumber Inspection Bureau
WDMA	Window and Door Manufacturers Association
WIC	Woodwork Institute of California
WLPDIA	Western Lath, Plaster, Drywall Industries Association
WRI	Wire Reinforcement Institute
WSC	Water Systems Council
WSFI	Wood and Synthetic Flooring Institute
WWPA	Western Wood Products Association

END OF DOCUMENT 01 09 00

DOCUMENT 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 SUMMARY

- A. This Documents includes:
 - 1. Part 1 - General
 - a. 1.01 - Summary
 - b. 1.02 - Related Documents
 - c. 1.03 – Definitions (Not Used)
 - d. 1.04 – Project Description
 - e. 1.05 - Summary of Work
 - f. 1.06 - Use of Premises
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Drawings and Specification apply to this Documents.

1.03 DEFINITIONS (Not Used)

1.04 PROJECT DESCRIPTION

- A. Project Title: Corp Yard Engineering Building Tenant Improvements
- B. Project Number: 18-821-2302

Project Description: Conversion of the existing storage area in the existing Engineering Building into office space and reconfiguring existing staff office space to accommodate offices for Engineering and Parks & Streets staff.

1.05 SUMMARY OF WORK

- A. The scope of Work of this Contract consists of, but may not be limited to, the following:
 - 1. Selective demolition of walls, ceiling, and floor finishes. construction of expanded reception lobby, staff offices, large conference room, small conference room cum privacy room, traffic control room, restroom facilities, storage space and kitchenette. The project also involves installation a new HVAC, electrical, plumbing, and civil upgrades as well as its distribution.
- B. The “Project Plans” shall be considered as the drawings for the project.

1.06 USE OF PREMISES

- A. Confine operations within the limits of designated construction areas unless otherwise Approved by Owner's Project Manager.
- B. Confine material storage, shop areas, equipment yards, and employee parking within designated areas unless otherwise Directed by Owner's Project Manager.
- C. Laydown Area:
 - 1. Laydown area must be coordinated with and Approved by the Owner's Project manager.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 11 00

DOCUMENT 01 29 00**PAYMENT PROCEDURES****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Document includes:
 - 1. Part 1 - General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents and Documents
 - c. 1.03 – Definitions
 - d. 1.04 – Cost Breakdown
 - e. 1.05 – Payment for Materials On-hand
 - f. 1.06 – Applications for Payment
 - g. 1.07 – Payment Application Form and Submission
 - h. 1.08 – Administrative Submittals Required With Payment Applications
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms
 - a. Cost Breakdown Form 01290F-1

1.02 RELATED DOCUMENTS AND DOCUMENTS

- A. Document 01 45 00, “Contractor’s Quality Control (QC) System”
- B. Document 01 32 00, “Contractor Progress Documentation”

1.03 DEFINITIONS

- A. **Materials On Hand** - Acceptable materials procured and delivered to the Project Site and suitably protected but not yet used in the Project, and at sole discretion of the Owner’s Authorized Representative, acceptable materials stored at off-site locations. All off-site storage must be in secured facilities with insurance coverages acceptable to Owner. Contractor’s surety must consent in writing to Contractor’s request for payment for materials stored off-site.

1.04 COST BREAKDOWN

- A. Coordinate preparation of the Cost Breakdown with preparation of the Contractor’s Baseline Schedule.
 - 1. Correlate line items in the Cost Breakdown with other required administrative forms and schedules including payment request forms.
 - 2. Submit the Cost Breakdown to the Owner as required in Document 01 32 00, “Contractor Progress Documentation.”
- B. The Cost Breakdown must differentiate costs of labor, materials, equipment, supplies, overhead (including general conditions costs), and profit. The Cost Breakdown must cover and be cross-referenced to the activities on the Official Progress Schedule. The Cost Breakdown will be used in coordination with the Official Progress Schedule and as a basis for progress payments.
- C. Separate mobilization costs must not be shown on the Cost Breakdown. Mobilization shall not be separately paid for but shall be considered as included in the payments for other items of

work. This shall include full compensation for furnishing all labor and materials, including tools, equipment and incidentals, and for performing all of the work involved in placing, removing, storing, maintaining, moving to new locations, replacing and disposing of equipment and materials as specified in the Town Standard Specifications, and as directed by the Project Manager.

- D. Except as Directed by the Owner, Submittal activities, Shop Drawing activities, and other similar general conditions administrative or engineering activities must not be cost loaded.
- E. Submit Cost Breakdown information, as appropriate, for each activity on the Official Progress Schedule. Costs must be broken down, organized and formatted as shown on Cost Breakdown Form 012900F-1 at the end of Document 01 29 00, "Payment Procedures."
- F. Each Subcontractor's activities must be separately identified on Cost Breakdown Form 012900F-1. The sum of the labor, materials, equipment, overhead and profit values for the Work of each Subcontractor identified on the Cost Breakdown Form must equal the value of the Subcontract between the Contractor and the Subcontractor indicated.
- G. The sum of the values of the Contractor's activities on Cost Breakdown Form plus the sum of the values of the Subcontractors activities on the Cost Breakdown Form 012900F-1 must equal the Contract Sum for the Project.
- H. Overhead (including general requirements costs), and profit must be proportionally prorated overall cost loaded activities as a fixed percentage of the value of each activity.
- I. A Cost Breakdown may be rejected if in Owner's opinion any item is unbalanced.

1.05 PAYMENT FOR MATERIALS ON HAND

- A. Materials On Hand must be collected together and separated from other materials and clearly identified as property of Owner and must be accessible to Owner at all reasonable times for examination or other legal purposes.
- B. For Materials On Hand to be considered for payment, Contractor must request payment for them on Owner furnished or Owner Approved forms including accompanying documentation as required by Owner no later than two weeks prior to the end of the payment application period. All accompanying documentation required by the Owner including evidence of purchase (and warehouse receipt when required) must be attached to the original. The Contractor must certify in writing that the subject materials meet the requirements of the Contract Documents.
- C. The Contractor must submit and the Owner must have accepted all shop drawings and submittals for the Materials On Hand prior to the Contractor's request for payment for said Materials On Hand.
- D. The provisions allowing payment for Materials On Hand are intended to be applied to large items of equipment and construction materials of special manufacture or order for the Project.

1.06 APPLICATIONS FOR PAYMENT

- A. The cut-off date (last day) for each progress payment is the last day of the month or as otherwise Directed by the Owner.

- B. The period of construction Work covered by each application for payment is the period beginning the first day of the payment application period and ending with the last day of the payment application period.
- C. Before the end of each payment application period, Contractor and Owner's Project Manager will jointly review Contractor's estimate of items of Work completed and acceptable Materials On Hand for which Contractor is requesting a progress payment. The joint review (job walk) will occur at the Project site.
- D. Prior to the joint review, Contractor must provide Owner with two (2) copies of a progress estimate worksheet showing each activity on the Official Progress Schedule that has been started but is not yet complete. The worksheet will be used during the joint review to document the actual physical percentage complete of each started but uncompleted activity.
- E. After the joint review, Contractor must prepare on Owner furnished or Owner Approved forms, a formal request for payment. Two (2) copies of the formal request for payment must be submitted to the Owner no later than one day after the end of the payment period.
- F. With the submission of the formal request for payment, Contractor must provide two (2) copies of an updated Cost Breakdown, showing the total value, percentage completed, and earned value of each item. The updated Cost Breakdown must be submitted to Owner on Owner-furnished or Owner Approved forms.
- G. Payment will be due to Contractor thirty (30) Days after receipt by Owner of a properly prepared progress payment request from the Contractor.

1.07 PAYMENT APPLICATION FORM AND SUBMISSION

- A. Use forms as furnished or Approved by the Owner.
- B. Complete every entry on form.
- C. All amounts billed must be submitted as whole dollar amounts.
- D. A person authorized to sign legal documents for Contractor must sign the formal payment application.
- E. The Owner will return incomplete applications "Returned Without Action."
- F. Entries must match data on the Approved Cost Breakdown
- G. Include amounts of executed Change Orders as separate line items in the Cost Breakdown
- H. Submit the signed original and one (1) copy of each application for payment to the Owner by a method ensuring receipt by Owner within 24 hours.

1.08 ADMINISTRATIVE SUBMITTALS COINCIDING WITH PAYMENT APPLICATIONS

- A. Administrative actions and submittals that must coincide with submittal of each application for payment include the following:
 - 1. Certified Payroll (Must be submitted within 10 Days from payment period end date.)
 - 2. Updated (As-Built) Record Documents (Must be updated prior to payment period end date)
 - 3. Updated Official Progress Schedule (Must be submitted with request for Progress Payment)
 - 4. Earned Value statement based on Updated Official Progress Schedule and approved Cost Breakdown (Must be submitted with request for Progress Payment)
 - 5. Updated Procurement Status Log (Must be submitted with request for Progress Payment)
 - 6. Updated Submittal Log (Must be submitted with request for Progress Payment)
 - 7. Monthly Report (Must be submitted within 3 days from payment period end date.)
- B. Final payment application

1. Submit, on forms furnished or Approved by the Owner, final application for payment with supporting documentation not previously submitted and accepted, including, but not limited, to the following:
 - a. Evidence of completion of Project closeout requirements.
 - b. Evidence that claims have been settled.
 - c. Other documents as required by the Owner.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

COST BREAKDOWN FORM 012900F-1

CONTRACTOR:

ADDRESS:

BID PACKAGE:

CONTRACT NUMBER:

CONTRACTOR/ SUBCONTRACTOR	*ACTIVITY NUMBER	ACTIVITY DESCRIPTION	LABOR \$	MATERIAL \$	EQUIPMENT \$	**SUBCONTRACTOR OVERHEAD & PROFIT @ FIXED %	**CONTRACTOR OVERHEAD & PROFIT @ FIXED %

*Activity Number from Official Progress Schedule

**Overhead (including general requirements costs), and profit must be proportionally prorated overall cost loaded activities as a fixed percentage of the value of each activity.

END OF DOCUMENT 01 29 00

DOCUMENT 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 - Related Documents
 - c. 1.03 – Definitions (Not Used)
 - d. 1.04 - Qualifications, Experience and References
 - e. 1.05 – Coordination
 - f. 1.06 – Pre-work Verification
 - g. 1.07 – Administrative Actions
 - h. 1.08 – Conservation
 2. Part 2 – Products (Not Used)
 3. Part 3 – Execution (Not Used)
 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 31 50, "Project Meetings"
B. Document 01 32 00, "Contractor Progress Documentation"
C. Document 01 45 00, "Contractor's Quality Control (QC)"

1.03 DEFINITIONS (NOT USED)

1.04 QUALIFICATIONS, EXPERIENCE AND REFERENCES

- A. SUBMIT with THE BID** evidence demonstrating the Bidder's overall prior experience in successfully completing similar projects within schedule and budget (i.e., by listing prior projects on the attached Project List Form and completing the attached Project Reference Data Form for each project listed).

- Required
 Not Required

- B. SUBMIT with THE BID** evidence demonstrating the degree to which the Bidder's size and financial resources are adequate to ensure successful completion of the Work within twelve (12) months of time (i.e., staffing and other required resources to perform the Work together with any other work Bidder will be performing concurrently, and overall bonding capacity with current and planned obligations against it).

PROJECT LIST FORM

Re: [Corp Yard Engineering Building Tenant Improvements](#)

Projects Completed

Construction Project Name	Customer/Owner Name	Construction Dates		Cost \$
		Start	Complete	

Note: Submit Separate Project Reference Data Form for Each Project Listed.

PROJECT REFERENCE DATA FORM

Information submitted by:

Name and Title: _____ Date: _____

Bidder Name: _____

Project Name: _____

Project Description:

Project Start Date: _____ Completion Date: _____

Completed On Time: Yes ___ No ___ Late? Yes ___ No ___ Days Late: _____

Construction Cost: \$ _____

Customer Organization: _____

Address: _____

Customer Reference #1 Name: _____

Title: _____

Phone: _____

Customer Reference #1 Name: _____

Title: _____

Phone: _____

May we contact customer: Yes ___ No ___

Which members of your proposed project team worked on this project and what were their duties:

1.05 COORDINATION

- A. Contractor must not delegate Contractor's responsibility for coordination of the Work to any Subcontractor.
- B. Contractor must provide a General Superintendent whose sole responsibility is administration of the Contractor's Work and the coordination of the Work of the Contractor's Subcontractors and suppliers.
- C. Contractor must provide administrative and supervisory personnel as needed or required for timely compliance with all administrative requirements of the Contract Documents and proper coordination of the performance of the Work.
- D. Contractor must ensure that each Subcontractor provides personnel as reasonably required for management and coordination of the Subcontractor's Work and for coordination of the Subcontractor's Work with the Work of the entire Project.
- E. Contractor must coordinate the Work to ensure efficient and orderly installation of each part of the Work of the entire Project including but not limited to:
 - 1. Coordinating all aspects of the Work as required to provide the Owner with a complete and operable facility.
 - 2. Coordinating the Work with the work of other contractors and entities to ensure efficient and orderly installation of each part of the Work of the entire Project.
 - 3. Coordinating installation of different components and systems of the Work to ensure maximum accessibility for required maintenance, service, and repair.
 - 4. Coordinating the Work included in different Documents of the Project Manual that depend on each other for proper installation, connection, and operation.
 - 5. Coordinating the Work of all Subcontractors and suppliers.
 - 6. Coordinating the Work in such a manner to avoid delays and permit proper and efficient installation of the Work by all Subcontractors.
 - 7. Coordinating electrical/mechanical Work, particularly between general trades and mechanical/electrical trades, including the work of Owner and other contractors, so that sleeves, hangers, chases, openings, etc., required for pipe, conduit, and other installations of like character are duly and properly Provided and Installed as Work progresses.
 - 8. Coordinating all cutting, fitting and patching that may be required to make the parts of the Work come together properly for the completed Project as shown or as reasonably implied by the Contract Documents.
 - 9. Coordinating for future installation of work by others that is not included in the Contractor's Work but is shown or specified in the Contract Documents.
 - 10. Coordinating delivery of materials in accordance with the Official Progress Schedule
 - 11. Coordinating and cooperating in the timing and sequencing of Contractor's Work with the work of other contractors or the Owner.
 - 12. Sequencing the Work to obtain the best results where installation of one component of the Work depends on installation of other components, before or after its own installation.
 - 13. Making adequate provisions to accommodate items scheduled for later installation by Contractor, Owner, or other contractors.

14. Checking the drawings of the Owner or other contractors for interferences with Contractor's Work and promptly reporting to Owner, in writing, any potential interferences between the Contractor's Work and the work of Owner or the work of other contractors.
15. Utilizing the Contract Documents and Owner accepted Submittals to check and coordinate the Work so that no interferences or conflicts between trades occur. This checking and coordination must be performed and completed before construction is commenced in each affected area and may require the preparation and submission of Coordination Drawings.
16. Furnishing to other contractors, whose work is fitted to Contractor's Work, Record Documents, Coordination Drawings, details, and erection drawings giving full information regarding the Fabrication, assembly, and installation of Contractor's Work.
17. Preparing memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings. Prepare similar memoranda for the Owner and separate contractors if coordination of their Work is required.
18. Resolving disputes between Subcontractors.

1.06 PRE-WORK VERIFICATION

- A. Prior to starting a particular type or kind of Work:
 1. Review all Contract Documents and other relevant data related to the type or kind of Work to be performed;
 2. Check Owner accepted Submittals and verify dimensions at Project Site;
 3. Review manufacturer's instructions applicable to conditions under which Work is to be installed;
 4. Inspect areas, surfaces or construction receiving the Work;
 5. Report to Owner in writing and concerns, issues, or problems observed during Contractor's Pre-Work verification.
- B. Start of Work shall signify compliance with the above requirements and acceptance of previously placed construction or substrates as being in satisfactory condition to achieve proper installations and first quality workmanship as intended under these Contract Documents. Failure to so inspect and report to Owner shall constitute an acceptance of the previously placed construction or substrates.

1.07 ADMINISTRATIVE ACTIONS

- A. Administrative actions include, but are not limited to, the following:
 1. Preparation, update, and revision of Contractor's Official Progress Schedule (See Document 01 32 00, "Construction Progress Documentation".)
 2. Delivery and review of Submittals. (See Document 01 33 00, "Submittal Procedures")
 3. Project Meetings. (See Document 01 31 50, "Project Meetings")
 4. Project closeout activities. (See Document 01 77 00, "Closeout Procedures")
- B. Coordinate timing of required administrative actions with construction activities and activities of Owner and other contractors to avoid conflicts and ensure orderly progress of the Work.

1.08 CONSERVATION

- A. Coordinate Work to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.
- B. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 31 00

DOCUMENT 01 31 05**PROJECT MEETINGS****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Document includes:
1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 – Definitions
 - d. 1.04 – Project Meetings
 2. Part 2 – Products (Not Used)
 3. Part 3 – Execution (Not Used)
 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 32 00, "Construction Progress Documentation"
- B. Document 01 45 00, "Contractor's Quality Control (QC) Process"
- C. Document 01 51 50, "Solid Waste Management and Recycling Plan"
- D. Document 01 77 00, "Closeout Procedures"

1.03 DEFINITIONS

- A. **Decision/Action Tracking Report** – A report prepared by the Construction Manager recording all actions, commitments, and decisions (items) made at various Project Meetings and conferences. At a minimum, the report must track the name of the person responsible for the item, a description of the required action or decision, the initiation date of the item, the due date for the item, actual completion date of the item, and the current status of the item. Copies of the Decision/Action tracking report must be provided to the owner and all attendees within twenty-four (24) hours of the meetings.

1.04 PROJECT MEETINGS**A. General**

1. CM must inform participants of date and time of each meeting and preside at all required meetings throughout progress the Work unless otherwise directed by Owner.
2. CM must prepare agenda for all meetings and provide to all attendees prior to the meetings.
3. Contractor must attend all meetings as required by the Contract Documents.
4. Contractor must attend and/or conduct additional meetings as Directed by the Owner's Project Manager.
5. CM must conduct meetings and conferences at the Project Site in the Contractor's on-site temporary job trailer, unless otherwise indicated or required by Owner.
6. Contractor's job trailer must contain a conference table and sufficient seating to accommodate eight (8) meeting participants.
7. CM must prepare and distribute meeting minutes.
8. Whether or not Contractor is responsible for the meeting minutes, CM must maintain notes from all meetings and conferences in the form of a Decision/Action Tracking Report.

B. Preconstruction Conference

1. The Owner will schedule and conduct a Preconstruction Conference before starting construction but no later than 21 Days after execution of the Agreement.
2. Conference will be held at Project Site or another convenient location designated by Owner.
3. Participants:
 - a. Owner's Project Manager (Mandatory Attendance Required)
 - b. Designer of Record (Mandatory Attendance Required)
 - c. Contractor's Authorized Representative (Mandatory Attendance Required)
 - d. Contractor's QC Manager (Mandatory Attendance Required) (See Document 01 45 00)
 - e. Major Subcontractors (Mandatory Attendance Required)
 - f. Testing Laboratory Representative
 - g. Appropriate Manufacturers
 - h. Appropriate Suppliers
 - i. Other interested parties
4. All participants at the conference must be familiar with Project and authorized to conclude matters relating to the Work.
5. Agenda: Items of significance to be discussed at the meeting include:
 - a. Introductions
 - b. Notice To Proceed (NTP)
 - c. Direction From The Owner
 - d. Emergencies
 - e. Infection Control
 - f. Interim Life Safety
 - g. Required Notifications
 - h. Contractor Quality Control (QC) System
 - i. Testing and Inspection Laboratory
 - j. Coordination
 - k. Normal Hours Of Work
 - l. Workplace Environment
 - m. Use of Project Site
 - n. Security
 - o. Disruption of Owner's Normal Operations
 - p. Use Of Owner's Facilities
 - q. Temporary Facilities and Controls
 - r. Accepting Material Deliveries
 - s. General Correspondence
 - t. Additional Detailed Instructions
 - u. Field Modifications
 - v. Requests For Information (RFI)
 - w. Change Orders
 - x. Progress Payments
 - y. Submittals (List of Owner's Submittal reviewers) (Ref 01 33 20)
 - z. Record Documents
 - aa. Owner Furnished Contractor Installed (OFCI) Equipment
 - bb. Procurement Issues
 - cc. Project Meetings
 - dd. Permits
 - ee. Fire Marshal Issues
 - ff. Subcontractor Issues
 - gg. Waste Management and Recycling Requirements
 - hh. Permanent Utilities
 - ii. Progress Cleaning
 - jj. Environmental Issues
 - kk. Schedule
 - ll. Liquidated Damages

6. The Owner will prepare meeting minutes of the Preconstruction Conference and distribute minutes to the attendees.

C. Schedule Orientation Meeting (See Document 01 32 00, "Schedule Orientation Meeting")

D. Solid Waste Management Plan Meeting (See Document 01 51 50, "Solid Waste Management and Recycling Plan")

E. Quality Control Meetings

1. CM must conduct and take minutes of all meetings required by Document 01 45 00, "Contractor's Quality Control (QC) Process", including but not limited to:
 - a. Coordination and Mutual Understanding Meeting (See Document 01 45 00, "Coordination and Mutual Understanding Meeting")
 - b. Preparatory Phase Meetings (See Document 01 45 00)
 - c. Work Phase Meetings ((See Document 01 45 00)

F. Progress Meetings

1. Owner's Project Manager will establish a schedule of construction Progress Meetings. The frequency of these Progress Meetings shall be at the discretion of Owner's Project Manager, and shall be no more often than once each week. Contractor must attend Progress Meetings at the times and locations scheduled. The progress meetings will be located at the Contractor's on-site field office unless the Owner's Project Manager approves an alternate location.
2. Attendees:
 - a. Owner's Project Manager
 - b. Designer of Record
 - c. Contractor Authorized Representative
 - d. QC Manager (See Document 01 45 00)
 - e. Appropriate Subcontractor(s)
 - f. Appropriate Suppliers
 - g. Testing Laboratory Representative
 - h. Other entities concerned with current progress or involved in planning, coordination, or performance of future activities must be represented at these meetings.
3. Agenda:
 - a. Review and update Contractor's Decision/Action Tracking Report from previous Progress Meeting
 - b. Schedule Review
 - (1) Review progress since the last meeting
 - (2) Compare current progress against Official Progress Schedule
 - (3) Determine how construction behind schedule will be expedited
 - (4) Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - c. Review present and future needs of each entity present, including the following:
 - (1) Interface requirements
 - (2) Sequence of operations
 - (3) Status of Submittals
 - (4) Status of key deliveries
 - (5) Status of off-site fabrication
 - (6) Site access issues
 - (7) Site utilization
 - (8) Temporary facilities and controls
 - (9) Infection Control
 - (10) Interim Life Safety
 - (11) Normal Hours of Work
 - d. Progress cleaning

- e. Change Orders.
- 4. At a minimum, the Contractor must maintain notes for all Progress Meetings in the form of a Decision/Action Tracking Report. Copies of the Decision/Action tracking report must be provided to the Owner and all attendees within twenty-four (24) hours of the meetings.
- 5. Closeout Conference (See Document 01 77 00, "Closeout Conference")

G. Commissioning Meetings

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 31 05

DOCUMENT 01 32 00**CONSTRUCTION PROGRESS DOCUMENTATION****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - a. 1.03 - Definitions
 - 2. Part 2 – Products
 - a. 2.01 - Scheduling Software
 - 3. Part 3 – Execution
 - a. 3.01 - Basic Progress Schedule Requirements
 - b. 3.02 - Schedule Orientation Meeting
 - c. 3.03 - Preliminary Contract Schedule
 - d. 3.04 - Baseline Schedule
 - e. 3.05 - Official Progress Schedule
 - f. 3.06 - Monthly Update of Official Progress Schedule
 - g. 3.07 - Revised Official Progress Schedule
 - h. 3.08 - Short Interval Schedule
 - i. 3.09 - Recovery Schedule
 - j. 3.10 - Submittal Logs
 - k. 3.11 - Project Reports
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Division 1 Document 01 29 00, "Payment Procedures"
- B. Division 1 Document 01 31 00, "Project Management and Coordination"
- C. Division 1 Document 01 31 50, "Project Meetings"
- D. Division 1 Document 01 33 00, "Submittal Procedures"

1.03 DEFINITIONS

- A. Baseline Schedule - The Contractor's initial CPM Progress Schedule presenting an orderly and realistic plan for completion of the entire Work of the Project. When accepted by the Owner's Project Manager, the Contractor's Baseline Schedule becomes the initial version of the Official Progress Schedule.
- B. Basic Progress Schedule - The Basic Progress Schedule is the Contractor's Progress Schedule prepared in chart or graph format, consistent in all respects with the Contract Time(s) and order of Work, presented in sufficient detail to show the chronological relationship of all activities of the Project including but not limited to planned starting and completion dates of various activities, submittal of Shop Drawings, procurement of materials and equipment, and deliveries of materials and equipment.
- C. CPM Progress Schedule – The Contractor's Progress Schedule prepared in CPM Precedence format using the scheduling software required by Document 013200.2.01, "Scheduling Software."

-
- D. Official Progress Schedule - The Contractor's Progress Schedule and all revisions and updates thereto, accepted by the Owner, in accordance with the requirements of the Contract Documents.
 - E. Preliminary Contract Schedule - The Contractor's CPM Progress Schedule presenting its detailed sequence of early operations including procurement of materials and equipment for a minimum of ninety (90) Days from the official Contract start date stated in the Notice to Proceed. The Preliminary Contract Schedule must also present all Milestones, sequences, and activities occurring during the entire Contract Time that are specifically required by the Contract Documents to be shown on the Contractor's Preliminary Contract Schedule.
 - F. Revised Official Progress Schedule – Contractor's written request to revise the current version of the Official Progress Schedule. If the Owner accepts the Contractor's request to revise the Official Progress Schedule, it becomes the new current version of the Official Progress Schedule.
 - G. Short Interval Schedule - The Contractor's four-week schedule showing the past week, the week submitted, and two weeks thereafter. The Short Interval Schedule must correlate with the current version of the Official Progress Schedule and reference the appropriate activity numbers.
 - H. Updated Official Progress Schedule – The current version of the Official Progress Schedule updated to include the actual start and finish dates of activities and the percentage of completion of each activity.

PART 2 - PRODUCTS**2.01 SCHEDULING SOFTWARE**

- A. Contractor may use any commercially available scheduling software.

PART 3 - EXECUTION**3.01 BASIC PROGRESS SCHEDULE REQUIREMENTS**

- A. Contractor must submit a Basic Progress Schedule within Ten (10) Days of the start date for the Work stated in the Notice to Proceed.
- B. Owner will review the Basic Progress Schedule for conformance with the requirements of the Contract Documents. Within seven (7) days after receipt, Owner's Project Manager will accept the Basic Progress Schedule or return it with comments, in which case Contractor must revise and resubmit the Basic Progress Schedule.
- C. After acceptance of the Basic Progress Schedule by Owner, it will become the initial version of the Official Progress Schedule.
- D. With the Basic Progress Schedule submission, Contractor must submit an anticipated monthly billings report indicating Contractor's estimated per month billings over the life of the Project. The report must show the anticipated monthly billing and estimated cumulative billed to date value for each month of the Contract Time. Submit two (2) paper copies and corresponding electronic data files on Compact Disks (CDs). The CDs must be permanently labeled to indicate the contents of the CD and include the submittal number and data date.

3.02 SCHEDULE ORIENTATION MEETING

Within fourteen (14) Days of the official Contract start date stated in the Notice to Proceed, Owner's Project Manager will conduct a Schedule Orientation Meeting to review the requirements of the Contract Documents for preparing, submitting, updating, and revising the various Project schedules. This is a separate meeting from the Preconstruction Conference and is dedicated exclusively to discussions about the scheduling requirements for the Project.

- A. Contractor must review the requirements of the Contract Documents related to scheduling prior to the meeting and be prepared to discuss its general approach to meeting the requirements. This meeting must be attended by:
 - 1. Owner's Project Manager or designee.
 - 2. Contractor's Authorized Representative and scheduler.
 - 3. Representatives from Subcontractors
 - 4. Any other personnel deem advisable to attend by Owner or Contractor.

- B. The following items will be reviewed and discussed during the meeting:
 - 1. Qualifications of Contractor's scheduler
 - 2. Schedule preparation and submission requirements
 - 3. Level of involvement of Subcontractors in the schedule development effort
 - 4. Resource loading
 - 5. Schedule updates.
 - 6. Schedule revisions.
 - 7. Recovery Schedules
 - 8. Short Interval Schedules (SIS)
 - 9. Cost Breakdown and activity cost loading
 - 10. Payment for Mobilization
 - 11. Establishing the time element of Change Orders.
 - 12. Monthly Earnings Forecast
 - 13. Interface Flags
 - 14. County Holidays and Hours of Work
 - 15. Technical Scheduling Requirements
 - 16. Data exchange and communication.

3.03 PRELIMINARY CONTRACT SCHEDULE

- A. No later than ten (10) Days after the start date for the Work stated in the Notice to Proceed, Contractor must submit Preliminary Contract Schedule and corresponding schedule data files in electronic version in PDF format.

3.04 BASELINE SCHEDULE

- A. Within twenty (20) Days from the official Contract start date stated in the Notice to Proceed, Contractor must submit a detailed Baseline Schedule presenting an orderly and realistic plan for completion of the entire Work of the Project including consideration of and compliance with all Milestones, activity sequencing, activity durations, and other scheduling restrictions imposed by the requirements of the Contract Documents.

- B. Owner will review the Baseline Schedule submission for conformance with the requirements of the Contract Documents. Within seven (7) Days after receipt, Owner's Project Manager will accept the Baseline Schedule or will return it with comments. If the Baseline Schedule is returned with comments, Contractor must revise the schedule to incorporate the comments and resubmit within seven (7) Days.

3.05 OFFICIAL PROGRESS SCHEDULE

- A. The Owner accepted Baseline Schedule becomes the initial version of the Official Progress Schedule.
- B. The Official Progress Schedule must not be revised without the prior written Approval of the Owner's Project Manager.

3.06 MONTHLY UPDATE OF THE OFFICIAL PROGRESS SCHEDULE

- A. Contractor must submit a monthly update to the Official Progress Schedule.
- B. The submission of the Updated Official Progress Schedule must coincide with the end date of the monthly progress payment period.
- C. The Updated Official Progress Schedule must include:
 - 1. Contractor's estimated percentage complete for each activity not yet complete.
 - 2. Actual start/finish dates for each activity.
- D. The Updated Official Progress Schedule must **not** include:
 - 1. Added or deleted activities
 - 2. Changes to the network logic
 - 3. Changes to the cost or resource loading
 - 4. Any other changes, revisions or modifications of any kind
- E. Owner's Project Manager will meet with Contractor at the Project Site to verify the Contractor's estimate of the percentage complete for each activity not yet complete. If agreement cannot be reached on the actual progress for any activity, Owner's determination will be used.
- F. If, during the updating process, it is discovered that actual progress is posted against out of sequence activities, before submission of the next Updated Official Progress Schedule, Contractor must submit a Revision Request to the Owner, revising the schedule logic to be consistent with the actual progress and sequence of the Work.

3.07 REVISED OFFICIAL PROGRESS SCHEDULE

- A. A Revised Official Progress Schedule must be submitted by the Contractor whenever the Contractor desires to change its sequence or method of construction, add or delete activities, change logic ties or restraints, change activity durations, modify cost or resource loading, incorporate Approved Change Orders into the schedule, or whenever Directed by Owner's Project Manager.
- B. All revision requests must be in writing, must explain in narrative why each activity change or revision is being requested, and must be based on the most recent Owner accepted Updated Official Progress Schedule.

3.08 SHORT INTERVAL SCHEDULE

- A. An updated Short Interval Schedule (SIS) must be submitted to the Owner at each Progress Meeting. Each attendee at the Progress Meeting must be provided One (1) copy of the SIS.

- B. The Short Interval Schedule must be submitted throughout the entire Contract Time.
- C. The Short Interval Schedule must be a four-week schedule and include the past week, the week submitted, and two weeks thereafter.
- D. The Short Interval Schedule must contain sufficient detail to evaluate daily progress and manpower/equipment loading and must correlate with the current version of the Official Progress Schedule and reference the appropriate activity numbers.
- E. The Short Interval Schedule must indicate all planned and actual tests and inspections.

3.09 RECOVERY SCHEDULE

- A. If any activity falls more than twenty-one (21) Days behind schedule, upon Owner's request, Contractor must submit a Recovery Schedule within seven (7) Days indicating how Contractor intends to make up the lost time. Form and detail of the Recovery Schedule must be appropriate to explain and display how Contractor intends to reschedule delinquent activities to regain compliance with the Contract Time(s). Submit three (3) copies (plots) and corresponding electronic data files.
- B. If the Owner's Authorized Representative accepts the Contractor's Recovery Schedule, Contractor must submit a Revised Official Progress Schedule revision request as required by Document 01 32 00 above. The Revised Official Progress Schedule must be based on and limited to the modifications indicated in the Recovery Schedule and accepted by the Owner's Authorized Representative.

3.10 SUBMITTAL LOG

- A. Within twenty-eight (28) Days after the Contract start date stated in the Notice to Proceed, Contractor must Submit Submittal Log and corresponding electronic data files.
- B. Unless otherwise specifically stated in the Contract Documents, no Submittal shall show an Owner's review and return duration of less than ten (10) Days. (See Document 01 33 00, "Scheduling").
- C. Owner may refuse to take action on any Submittal without prior receipt and acceptance of the Submittal Log.
- D. Submittals must indicate the corresponding activity numbers on the Contractor's Preliminary Contract Schedule.
- E. Each week, on a day agreed to between Contractor and Owner's Project Manager, Contractor must review the Submittal Log with the Owner's Project Manager. If requested by the Owner's Project Manager prior to the weekly meeting, Contractor must provide the Owner's Project Manager with two (2) copies of an updated Submittal Log indicating the current status of all required Submittals.
- F. The updated Submittal Log must be grouped by Definable Feature of Work and include, at a minimum, the following information for all Submittals and resubmittals:
 - 1) A unique Submittal tracking number
 - 2) Description of the Submittal
 - 3) Date required by Contract Documents for submission of Submittal to Owner
 - 4) Date approval by owner required to maintain project schedule.
 - 5) Owner's Distribution Group (Owner's parallel reviewers)
 - 6) Total number of Copies of Submittal required to be Submitted to Owner's reviewers

- 7) Anticipated date Contractor will receive Submittal information from Subcontractor/Supplier.
- 8) Actual date Contractor received Submittal information from Subcontractor/ Supplier.
- 9) Anticipated Date for Submission to Owner
- 10) Actual Date Transmitted to Owner
- 11) Owner Review Time allowed by Contract Documents (No less than 15 Days)
- 12) Cross reference to corresponding activity number on Contractor's Progress Schedule
- 13) Project Manual document(s) requiring submission of Submittal
- 14) Actual date when Contractor received Submittal(s) back from Owner
- 15) Owner's action on Submittal (No Exceptions Taken, Make Corrections Noted, Revise and Resubmit, or Rejected)
- 16) Submittal Type (Type 1 or Type 2)
- 17) Definable Feature of Work (DFOW) (Ref. Section 01 45 00)
- 18) Comments/Remarks

G. After acceptance of the Contractor's Submittal Log by the Owner, Contractor must make all Submittals in accordance with the "Anticipated Date for Submission to Owner" indicated in the Log. Owner has the right to return all Submittals to the Contractor "Returned Without Review," if the Submittal is submitted prior to the "Anticipated Date for Submission to Owner" indicated in the accepted Contractor's Submittal Log.

3.11 PROJECT REPORTS

A. Contractor's Daily Report

1. Contractor must submit a Contractor's Daily Report, in a form prescribed or accepted by Owner, for each day worked. At a minimum the report must indicate:
 - a. All workers by trade
 - b. Subcontractor activity
 - c. Activity identification number(s)
 - d. Cost Breakdown number(s) if a Basic Project Schedule is required
 - e. Equipment on site
 - f. Material deliveries
 - g. Tests and Inspections performed
 - h. Infection Control
 - i. Interim Life Safety
 - j. Weather conditions
 - k. Other significant items
2. Each Contractor's Daily Report must be submitted to Owner's Project Manager or designee at the jobsite on the next workday.

B. Other Reports

1. Contractor must submit to Owner, as specified or Directed, copies of all other reports required by the Contract Documents or other Governmental Agencies including but not limited to:
 - a. Certified Payroll
 - b. Hazardous Materials list(s)
 - c. Copies of incident or accident and injury reports
 - d. Force Account Reports and Documentation
 - e. Monthly Progress Payment Requests

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 32 00

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DOCUMENT 01 32 50

RECORD DOCUMENTS (As-Builts)

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 – Record Documents
 - e. 1.05 – Concealed Work
 - f. 1.06 – Maintenance of documents and samples
 - g. 1.07 – Record Set
 - h. 1.08 – Progress Payments
 - i. 1.09 – Closeout and Acceptance of the Work
 - j. 1.10 – Submittals
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 29 00, “Payment Procedures”

1.03 DEFINITIONS

- A. As-Builts - A set of the Contract Documents including Drawings and Project Manual updated on a continuous basis to indicate conditions encountered and the final configuration of a Project as it was constructed. As-Builts include any change or clarification to the Contract Documents and dimensional information showing the actual locations of Installed components of the Work. (Also known as “Record Documents” or “As-Built Documents”).
- B. Record Set – Project Manual, Drawings, Addenda, Change Orders, Field Modifications, Requests for Information (RFI), Submittals, Product Data, Samples, Shop Drawings, Field Test and inspection records, and Coordination Drawings located at the Project Site.

1.04 RECORD DOCUMENTS

- A. As-Builts Drawings
 - 1. Contractor must maintain at the Project Site at least one set of As-Built Drawings indicating the actual configuration of the Project as it is constructed.
 - 2. The Contractor must maintain the As-Built Drawings in good and current condition and post all changes and clarifications to the As-Built Documents on a daily basis.
 - 3. Contractor must handle the As-Built Drawings with great care, must not use the As-Built Drawings for any other purpose, and must keep them clean and readable.
 - 4. The As-Built Drawings must provide sufficient detail to make it possible to correctly and easily locate, identify, and establish sizes and routing of all piping and the like, as well as other features of concealed Work.

5. The As-Built Drawings must indicate, by appropriate notations in the As-Built Drawings, all modifications or changes made to the Drawings by Addenda, Change Order, RFI, or Field Modification.
 6. If Work is installed differently from, or in a location other than that shown on the Drawings, or if Contractor finds existing conditions to be different than indicated on the Drawings, Contractor must accurately note such variations on the As-Builts Drawings in red pencil on a daily basis as the Work progresses.
 7. Label each page of the field set of the As-Built Drawings, "As Built Record Drawings" in neat large printed letters in the lower right-hand corner.
 8. Contractor must post to the As-Built Drawings on a daily basis all:
 - a. Addenda
 - b. Changer Orders
 - c. Field Modifications
 - d. Requests for Information
 - e. Approved Product Substitutions
 - f. All other details and dimensions not on the Bid Documents
- B. As-Built Project Manual
1. Contractor must post to the As-Built Project Manual on a daily basis:
 - a. All modifications or changes made to the Project Manual by:
 - (1) Addenda
 - (2) Change Order
 - (3) Field Modification
 - (4) Request for Information (RFI)
 - (5) Approved Product Substitutions
 - (6) All other information not in the Bid Documents
 - b. The Products selected and used in the Work of the Project
 - (1) For each Product actually Provided and/or Installed, legibly mark each Document of the Project Manual to record:
 - a. Manufacturer
 - b. Trade name
 - c. Catalog number
 - d. Supplier

1.05 CONCEALED WORK

- A. The As-Built Documents must indicate the locations of underground Work and Work concealed inside any construction.
- B. Do not conceal any Work until required information is recorded in the As-Built Documents.
- C. The specific location of all turns, centerline, invert elevations and rates of fall in underground and concealed Work must be indicated.
- D. Dimensions to column lines, walls or other prominent features must be used for proper reference.
- E. Legibly mark to record actual construction:
 1. Depths of various elements of foundation in relation to finish first floor datum.
 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
 - b. Accurately locate each capped, plugged or stubbed line.

3. Location of internal utilities and appurtenances concealed in the Work, referenced to visible and accessible features of the structure.
 - a. Give sufficient horizontal and vertical dimensions to accurately trace route and invert of each concealed line or item.
 - b. Accurately locate each capped, plugged or stubbed line.

1.06 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store As-Built Documents in Contractor's field office apart from documents used for construction.
- B. Provide files and racks for storage of As-Built Documents.
- C. File Record Set documents in accordance with CSI format.
- D. Maintain all documents in a clean, dry, legible condition and in good order.
- E. Do not use As-Built Documents for construction purposes.
- F. Make As-Built and Record Set documents available at all times for inspection by Owner's Project Manager.

1.07 RECORD SET

- A. Contractor must maintain at the Project Site at least one (1) copy of the Record Set including but not limited to:
 1. Project Manual (Bid Documents)
 2. Drawings (Bid Documents)
 3. Addenda
 4. Change Orders
 5. Field Modifications
 6. Requests for Information (RFI)
 7. Submittals
 8. Product Data
 9. Samples
 10. Shop Drawings
 11. Test and inspection records
 12. Coordination Drawings
 13. Approvals from Government Agencies and regulatory authorities
 14. All Correspondence
- B. Record Product Data:
 1. Maintain one copy of each Owner accepted Product Data Submittal at the Project Site.
 2. Mark-up changes in actual Work in comparison with submitted information.
 - a. Include both variations in product as delivered to Project Site and variations from manufacturer's instructions and recommendations for installation.
 - b. Give particular attention to concealed products and portions of the Work which cannot otherwise be readily discerned at a later date by direct observation.
 3. Note Related Change Orders, if any.

1.08 PROGRESS PAYMENTS

- A. The Inspector shall review the As-Built Documents prior to and as a condition of approving each progress payment.

1.09 CLOSEOUT AND ACCEPTANCE OF THE WORK

- A. Contractor must transfer all entries from the As-Built Documents that were maintained at the Project Site to a complete set of Record Documents consisting of reproducible copies of the As-Built Drawings and hard copies of the As-Built Project Manual.
- B. Contractor must mark the drawings "As-Built Record Drawings" and mark the As-Built Project Manual "As-Built Record Project Manual."
- C. Contractor must sign each drawing in the final set of As-Built Drawings and sign the cover of the final As-Built Project Manual.
- D. The Work shall not be recommended for Acceptance until Owner's Project Manager receives satisfactory Record Documents from Contractor.

1.10 SUBMITTALS

- A. Submit one (1) paper copy and electronic copies of all Record Documents (As-Builts)
- B. Accompany submittal with a transmittal letter, in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each Record Document (As-Built)
 - 5. Signature of QC Manager or Contractor's Authorized Representative.
- C. Samples
 - 1. Within fourteen (14) Days of Contractors of the certification of completion and request for Final Inspection, Owner's Project Manager will meet with Contractor at Project Site to determine which, if any, of submitted samples maintained by Contractor during progress of the Work shall be transmitted to Owner for record purposes.
 - 2. Comply with Owner's instructions for packaging, identification marking, and delivery to Owner's sample storage space.
- D. Submit evidence of compliance with the requirements of Governing Agencies and regulatory authorities:
 - 1. Certificates of Inspection:
 - a. Building Inspector
 - b. Fire Marshal
 - 2. Other Certificates:
 - a. Occupancy Certificate from local building department
 - 3. SWPPP Notice of Termination (NOT)

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 32 50

DOCUMENT 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 - Summary
 - b. 1.02 - Related Documents
 - a. 1.03 - Definitions
 - b. 1.04 - Scheduling
 - c. 1.05 - Deviations
 - d. 1.06 - Action Submittals
 - e. 1.07 - Informational Submittals
 - f. 1.08 - Identification
 - g. 1.09 - Certification
 - h. 1.10 - Packaging, Transmittal and Distribution
 - i. 1.11 - Owner or Designer of Record's Action
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 31 00, "Project Management and Coordination"
- B. Document 01 32 00, "Contractor Progress Documentation"
- C. Document 01 45 00, "Contractor's Quality Control (QC) Process"

1.03 DEFINITIONS

- A. **Action Submittals** - Submittals requiring Owner or Designer of Record's written response.
- B. **Informational Submittals** - Submittals not requiring Owner or Designer of Record's written response. (Survey notes, CM Daily Report, Laboratory test reports, etc.)
- C. **Preconstruction Submittals** - Action Submittals and Informational Submittals requiring Owner's acceptance before Contractor may proceed with the installation of Work or the procurement of the materials and/or equipment covered by the Submittal.

1.04 SCHEDULING

- A. Schedule preparation and processing of Submittals in accordance with other Documents of the Contract Documents and the specific Submittal deadlines and timeframes stated below.
 - 1. Unless otherwise specifically stated in the Contract Documents, or specifically Approved in writing by the Owner's Project Manager, all Preconstruction Submittals are due no later than 28 Days from the Official Start Date stated in the Notice to Proceed. General acceptance of the Contractor's Progress Schedule, Submittal Log, or other related submittals by the Owner does not constitute specific Approval by the Owner's Project Manager for deviation from the 30 Day cut-off date for Preconstruction Submittals. Contractor must make a specific request in writing for each proposed deviation and the Owner's Project Manager must grant specific written Approval for each proposed deviation to the cut-off date.

2. Unless a longer period is specifically stated in the Contract Documents, allow at least 10 Days for Owner's review and return of all Submittals and resubmittals.

1.05 DEVIATIONS

- A. Specifically identify each proposed deviation from the requirements of the Contract Documents.
 1. Only making notations on the Submittal is not sufficient to satisfy this requirement.
 2. Each proposed deviation must be clearly highlighted, encircled, noted, or otherwise clearly identified on the Submittal **and** individually explained in writing in the transmittal accompanying the Submittal.
 3. Making notations on the Submittal without the attached written explanation will not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents.
 4. Unless specific deviations have been noted in writing by the Contractor and specifically accepted in writing by the Owner or Designer of Record, no deviations from the requirements of the Contract Documents are permitted.
- B. If a Submittal contains no proposed deviation(s) from the requirements of the Contract Documents, the Contractor must indicate on the transmittal accompanying the Submittal that the Submittal contains "**No Deviations**" from the requirements of the Contract Documents.

1.06 ACTION SUBMITTALS

- A. Prepare and submit Action Submittals required by individual Documents of the Project Manual.
- B. Product Data
 1. Collect information into a single Complete Submittal for each Definable Feature of Work and type of product or equipment.
 2. If information must be specially prepared for Submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 3. Mark each copy of each Submittal to show which Products and options are applicable.
 4. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Diagrams showing factory-installed wiring, controls and piping diagrams.
 - g. Printed performance curves, performance characteristics and capacities.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 - o. Show wiring, piping diagrams, controls.
- C. Shop Drawings
 1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of Products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.

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- e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 - m. Identify details by reference to Drawing and detail, schedule, or room numbers shown and specified.
2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" (215 by 280 mm) but no larger than 36" x 48" (914 mm x 1219 mm).
 4. Contractor must review and coordinate all Subcontractors' Shop Drawings before submission to Owner. If required or needed, Contractor must prepare and submit Coordination Drawings.
 5. Submittals must be complete for each item of Work and must not be submitted piecemeal.
 6. Present Shop Drawings in a clear and thorough manner. Identify details by reference to sheet and detail, schedule, and room numbers shown on Drawings.
- D. Samples
1. Each Sample must clearly note the manufacturer, trade name, product, lot style, color, model, etc., locations of use, and Contract Document reference.
- E. Coordination Drawings (See also Document 01 33 50, "Coordination Drawings")
1. Contractor must prepare and submit drawings to demonstrate the coordination of methods, materials, equipment, plans, or sequence the Contractor proposes to use when:
 - a. Coordination Drawings are specifically required by other Documents of the Project Manual
 - b. Limited space is available for installation of different components
 - c. Coordination is required for installation of Products and materials Fabricated by separate entities
 - d. The relationship of components is shown on separate Shop Drawings or Submittals.
 2. Coordination Drawings must be submitted in the format required for Shop Drawings.

1.07 INFORMATIONAL SUBMITTALS

- A. Prepare and submit Informational Submittals required by other Documents of the Project Manual.
1. Number of Copies
 - a. Number of copies to be submitted to be determined.
 - b. Owner will not return copies.
- B. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with the requirements of the Contract Documents. An officer or other individual authorized to sign documents on behalf of that entity must sign certificates and certifications.

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- C. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with the requirements of the Contract Documents.
 - D. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
 - E. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with the requirements of the Contract Documents.
 - F. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of Products and equipment.
 - 1. Comply with requirements in Document 01 77 00, "Closeout Procedures."
 - 2. Comply with the requirements of Document 01 78 20, "Operation and Maintenance Data"
 - 3. Comply with the requirements of the Technical Specifications.
 - G. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment.
 - 1. Include name of product and name, address, and telephone number of the manufacturer.
 - 2. Include the following, as applicable:
 - a. Preparation of substrates.
 - b. Required substrate tolerances.
 - c. Sequence of installation or erection.
 - d. Required installation tolerances.
 - e. Required adjustments.
 - f. Recommendations for cleaning and protection.
 - H. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Name, address, and telephone number of factory-authorized service representative making report.
 - 2. Statement on condition of substrates and their acceptability for installation of product.
 - 3. Statement that Products at Project Site comply with the requirements of the Contract Documents.
 - 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 - 6. Statement whether conditions, Products, and installation will affect Warranty/Guarantee.
 - 7. Other required items indicated in individual Documents of the Contract Documents.

1.08 IDENTIFICATION

- A. Place a permanent label, or title block on each Submittal for identification.
 - 1. The label or title block must include:
 - a. Project name and number
 - b. Date
 - c. Name of Contractor
 - d. Unique Submittal identifier, including revision number
 - e. As appropriate:
 - (1) Name of Subcontractor

- (2) Name of Supplier
 - (3) Name of Manufacturer
 - (4) Name of Fabricator
 - f. Number and title of appropriate Document of the Project Manual
 - g. Drawing number and detail references, as appropriate
 - h. Name of firm or entity that prepared each Submittal.
- B. Contractor must provide a space approximately 3" x 3" on label or beside title block of each page of each Submittal to record review markings and action taken by Owner or Designer of Record.
- C. Contractor must number all Submittals serially and continue in sequence. Resubmittals must have suffix letter A, B, C, etc. following the original Submittal number.

1.09 CERTIFICATION (See also Document 01 45 00, "Submittal Certification")

- A. After Contractor's review of each Submittal for compliance with the requirements of the Contract Documents:
- 1. Mark with certification stamp before submitting to Owner or Designer of Record.
 - 2. Include Project name, Specification Document, Contractor's signature, and date of certification.
 - 3. The Contractor's Authorized Representative must wet sign and date the certification.

1.10 PACKAGING, TRANSMITTAL AND DISTRIBUTION

- A. Packaging:
- 1. Collect individual Submittals into a Complete Submittal for each Definable Feature of Work
 - 2. Individual Submittals and Complete Submittal must be adequately wrapped or packaged to prevent damage during delivery.
 - 3. All reproducible drawings must be rolled and not folded.
- B. Transmittal
- 1. Transmit each Complete Submittal using Contractor's transmittal form.
 - a. Owner and Designer of Record may discard Submittals received from sources other than Contractor.
 - b. Owner and Designer of Record will not review Submittals that are not accompanied by Contractor's transmittal and will return them "Returned Without Action."
 - 2. On the transmittal, or a separate sheet attached to the transmittal prepared on Contractor's letterhead, record relevant information, requests for data, revisions, and each deviation from requirements of the Contract Documents, including minor variations and limitations.
 - 3. Transmittal Form: Provide the following information:
 - a. Project name and location.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Subcontractor's, Supplier's and/or manufacturer's name, address, and telephone number.
 - f. Submittal Distribution Group
 - g. Submittal Type (Type 1 or Type 2)
 - h. Reference to applicable Documents or parts of the Contract Documents.
 - i. Reference to the appropriate Definable Feature of Work
 - j. Unique Submittal identifier, including revision number. Contractor must number all Submittals serially and continue in sequence. Resubmittals must have suffix letter A, B, C, etc. following the Submittal
 - k. Product identification or Shop Drawing title, number, revision and date as

- applicable.
 - l. Submittal and transmittal distribution record.
 - m. Itemize each proposed deviation from the requirements of the Contract Documents. If a Submittal contains no proposed deviation(s), indicate that the Submittal contains “**No Deviations.**” Owner and Designer of Record may return Submittals “Returned Without Action” that do not list proposed deviations or state that Submittal contains “No Deviations” from the Contract Documents.
 - n. Remarks.
 - o. Signature of transmitter.
- C. Parallel Distribution of Submittals
1. Contractor is required to make parallel distribution of Submittals to multiple Submittal reviewers.
 2. Contractor must, at its own expense, make parallel distribution of all Submittals.
 3. Submittals must be concurrently transmitted to all parallel reviewers.

1.11 OWNER OR DESIGNER OF RECORD'S ACTION

- A. General
1. Owner will not review Submittals that do not bear the Contractor's certification stamp and will return them “Returned Without Action.”
- B. Action Submittals: Owner or Designer of Record will review each Submittal, make marks to indicate corrections or modifications required, and return it.
1. Owner or Designer of Record will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - a. Final Unrestricted Release: When “No Exceptions Taken” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents. Final acceptance will depend on that compliance.
 - b. Final-but-Restricted-Release: When “Make Corrections Noted” is indicated, Contractor may proceed with Fabrication, Manufacture, or construction, providing such Work complies with the requirements of the Contract Documents and the corrections noted. Final acceptance will depend on that compliance.
 - c. When stamped “No Exceptions Taken” or “Make Corrections Noted” the Submittal is considered “acceptable.”
 - d. Returned for Resubmittal: Where the Submittal is marked “Revise and Resubmit,” do not proceed with the Work covered by the Submittal, including purchasing, Fabrication, delivery, or other activity for the product Submitted. Revise or prepare a new submittal according to the Owner's or Designer of Record's notations and corrections.
 - e. Rejected: Where the submittal is marked “Rejected,” do not proceed with the Work covered by the submittal, including purchasing, Fabrication, delivery, or other activity for the product Submitted. Prepare a new Submittal for a product that complies with the requirements of the Contract Documents.
 - f. Incomplete: Where the submittal is marked “Submit Additional Information,” do not proceed with the Work covered by the Submittal. Prepare additional information requested, or required by the Contract Documents, that indicates compliance.
 - g. Returned Without Action: Where the submittal is marked “Returned Without Action,” it was not reviewed and Contractor must not proceed with the Work covered by the Submittal. Prepare a new Submittal that complies with the requirements of the Contract Documents.
- C. Resubmittals: Contractor must make all required corrections and submit corrected resubmittals until achieving final acceptance.

- D. Information Submittals: Information Submittals, on which Owner is not required to take action, will not be returned to the Contractor.

- E. Submittals received from sources other than through Contractor's office will be "Returned Without Action" or may be discarded.

PART 2 - PRODUCTS (Not used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 33 00

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DOCUMENT 01 42 00**REFERENCES****PART 1 - GENERAL****1.01 SUMMARY**

- A. Document Includes: Requirements for reference standards, abbreviations and definitions of certain terms which may be used in the Contract Documents.
- B. Related Information: Abbreviations and symbols shown on Drawings.

1.02 REFERENCE STANDARDS

- A. Any material specified by reference to the number, symbol, or title of a specific standard, such as Commercial Standard, Federal Specifications, ASTM standard, a trade association standard, or other similar standard, shall comply with the requirements in the latest revision thereof and any amendments or supplements thereto in effect on the date of Contract Documents, unless otherwise noted.
- B. The standard referred to, except as modified in the Contract Documents, shall have full force and effect as though printed in these Specifications. These standards are not furnished to Contractor, since manufacturers and trades involved are assumed to be familiar with their requirements. The Contractor shall obtain copies of referenced standards direct from publication sources as needed for proper performance and completion of the Work. Upon written request, the Architect/Engineer will furnish information as to how copies of the standards may be obtained.
- C. The Contractor shall furnish and maintain referenced standards at the jobsite field office as needed for proper performance and completion of the Work. The Architect/Engineer may require to see or refer to such applicable standards at the jobsite.

1.03 MANUFACTURER'S INSTRUCTIONS

- A. Where it is required in the Contract Documents that materials, products, processes, equipment, or the like to be installed or applied in accordance with manufacturer's instructions, directions, or specifications or words to this effect, it shall be construed to mean that said application by the manufacturer of the material concerned for use under conditions similar to those at the jobsite. Copies of such instructions shall be submitted in accordance with Document 01 33 00 - Submittal Procedures, to the Architect/Engineer for review before work is begun.

1.04 ABBREVIATIONS AND ACRONYMS

- A. In addition to the abbreviations indicated on the Drawings, references in the Contract Documents to trade associations, technical societies, recognized authorities, and other institutions may include the following organizations which are sometimes referred to by only the corresponding abbreviations:

AA	Aluminum Association
AAMA	Architectural Aluminum Manufacturers' Association

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AIA	American Institute of Architects
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ANSI	American National Standards Institute
APA	American Plywood Association
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
ASME	American Society of Mechanical Engineers
ASTM	ASTM International
AWI	Architectural Woodwork Institute
AWPI	American Wood Preservers Institute
AWS	American Welding Society, Inc.
BHMA	Builders Hardware Manufacturers' Association
CBC	California Building Code
CCR	California Code of Regulations
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standard or National Bureau of Standards, US Department of Commerce
DHI	Door and Hardware Institute
FGMA	Flat Glass Marketing Association
FM	Factory Mutual System, Factory Mutual Engineering Corporation
FS	Federal Specification of General Services Administration
ICBO	International Conference of Building Officials
MIL	Military Specification of U.S. Department of Defense
NAAMM	The National Association of Architectural Metal Manufacturers
NEC	National Electric Code
NEMA	National Electrical Manufacturers' Association
NFPA	National Fire Protection Association
PCI	Precast/Prestressed Concrete Institute
PG&E	Pacific Gas and Electric Company
PS	Product Standard of National Bureau of Standards
RIS	Redwood Inspection Service (Grading Rules)
SDI	Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association, Inc.
SSPC	SSPC: The Society for Protective Coatings
TCA	Tile Council of America, Inc.
UBC	Uniform Building Code
UL	Underwriters Laboratories Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
WCLA	West Coast Lumbermen's Association
WCLIB	West Coast Lumber Inspection Bureau (Grading Rules)
WI	Woodwork Institute (formerly Woodwork Institute of California)
WWPA	Western Wood Products Association (Grading Rules)

B. References to other organizations are included in some sections of the Specifications.

1.05 DEFINITIONS

A. General Explanation: Certain terms used in Contract Documents are defined in this article. Definitions and explanations contained in this Document are not necessarily

complete, but are general for the Work to the extent that they are not stated more explicitly in another element of the Contract Documents.

B. Terms:

1. **Approve:** Wherever in the Specifications or Drawings the words "directed", "approved", "designated", or words of like import are used, it shall be understood that the direction, approval, or designation of the Architect/Engineer is intended, unless otherwise expressly stated. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import, shall mean approved by, acceptable to, or satisfactory to the Architect/Engineer, unless expressly stated otherwise. When used in conjunction with the Architect/Engineer's response to submittals, requests, applications, inquiries, reports and claims by the Contractor, the term "approved" will be held to limitations of the Architect/Engineer's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will the Architect/Engineer's approval be interpreted as a release of the Contractor from responsibilities to fulfill requirements of Contract Documents or acceptance of the Work.
2. **Architect/Engineer:** The entity or entities identified as such in the Contract Documents, and licensed to practice in the state.
3. **Concealed:** Work not exposed to view in the finished Work, including within or behind various construction elements.
4. **Directed, Requested, etc.:** Terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by the Architect/Engineer", "requested by the Architect/Engineer", and similar phrases. However, no such implied meaning will be interpreted to extend the Architect/Engineer's responsibility into the Contractor's area of construction supervision.
5. **Equal, Approved Equal:** Accepted or approved in writing as being of equivalent quality, utility, and appearance, in the opinion of the Architect/Engineer. The burden of proof of equality is the responsibility of the Contractor.
6. **Furnish, Supply:** Contractor to purchase and deliver to the Project site, including proper storage only, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance. No installation is included.
7. **Indicated:** Shown or noted on the Drawings. The term "indicated" is a cross-reference to graphic representations, notes or schedules on the Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled", and "specified" are used instead of "indicated", it is for the purpose of helping the reader locate the cross-reference, and no limitation of location is intended except as specifically noted.
8. **Install:** Contractor to construct, erect, or set in place for the intended use, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations as applicable in each instance. Furnishing or supplying is not included.

-
9. **Installer:** The entity (person or firm) engaged by the Contractor, subcontractor, or sub-subcontractor for performance of a particular unit of Work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.
 10. **Not In Contract (NIC):** Items noted NIC will be furnished and installed by the Owner, or under separate contract.
 11. **Owner:** The entity named as such in the Agreement.
 12. **Plans:** Same as "Drawings". The Plans consist of drawing sheets as identified on the "Sheet Index" after the Cover Sheet of the Drawings.
 13. **Project Site:** The space available to the Contractor for performance of the Work, either exclusively or in conjunction with others performing other construction as part of the Project. The extent of the Project site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
 14. **Provide:** Contractor to furnish and install, or supply and install, complete in place and ready for the intended use, as applicable in each instance.
 15. **Relocate:** To reinstall existing item(s) in new location complete and ready for intended use.
 16. **Remove:** To remove item(s) completely from Project Site and dispose of in accordance with requirement of authorities having jurisdiction.
 17. **Remain:** To retain item(s) in existing condition.
 18. **Shown:** Same as "Indicated".
 19. **Specifications:** The provisions within Divisions 1 through 16 of the Specifications.
 20. **Specified:** As written in the Contract Documents.
 21. **Specifications Language:** In the interests of clarity and reducing verbiage, these specifications are written in the imperative mood wherever possible. This language is directed at the Contractor, unless specifically noted otherwise. Incomplete sentences shall be completed by inserting "shall", "the Contractor shall", and "shall be", and similar mandatory phrases by inference. Except as worded otherwise, perform all indicated requirements whether stated imperatively or otherwise.
 22. **Work:** The demolition and construction required by the Contract Documents, whether fully or partially completed, provided, and performed by the Contractor to fulfill his/her obligations under the Contract. The Work may constitute the whole or a part of the Project.

23. References to "Contractors": Wherever in these specifications reference is made to Mechanical Contractor, Electrical Contractor, or other specific contractor, such reference shall be construed to mean the Prime Contractor for this Project as defined in the Agreement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF DOCUMENT 01 42 00

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DOCUMENT 01 45 00-3

QUALITY CONTROL (QC) PROCESS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 - Summary
 - b. 1.02 - Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 - References
 - e. 1.05 - Owner's Quality Control (QC) Program
 - f. 1.06 - Project QC Plan Organization
 - g. 1.07- Notification of Non-Compliance
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 29 00, "Payment Procedures"
- B. Document 01 31 00, "Project Management and Coordination"
- C. Document 01 31 50, "Project Meetings"
- D. Document 01 32 00, "Construction Progress Documentation"
- E. Document 01 33 00, "Submittal Procedures"
- F. Document 01 74 00, "Cleaning"
- G. Document 01 77 00, "Closeout Procedures"

1.03 DEFINITIONS

- A. The following definitions as used in this Document mean:
 - 1. Authority Having Jurisdiction (AHJ), typically the Agency issuing permits and providing governmental oversight.
 - 2. Corrective Action Plan – A written document submitted by the Contractor to the Owner stating the Contractor's plan to correct an item of Work that fails to conform to the requirements of the Contract Documents. The Corrective Action Plans must be submitted with the Report of Test Results, inspection report, or Owner's Deficiency Notice no later than 10 a.m. the third workday after each failed test, inspection, or receipt by Contractor of a Deficiency Notice from the Owner.
 - 3. Deficiency Notice – A Report issued by the Project Inspector identifying work, which is not in compliance with the requirements of the Contract Documents, Submittals, AHJ requirements and Codes. Correction by the Contractor and a request for re-inspection is required to clear the notice.
 - 4. Quality - Conformance to the requirements established by the Contract Documents.

5. Quality Control (QC) - The Contractor's system in place during execution of the Work, to manage and control its own, and its Supplier's and Subcontractor's activities to comply with the requirements of the Contract Documents.
6. Quality Level - The degree of excellence, basic nature, character, or kind of performance of a particular type of Work set forth in the Contract Documents.
7. Quality Management - Quality Control and assurance activities instituted to achieve the Quality Levels established by the Contract Documents.
8. **Deficiency List** - A written list of Work that does not comply with the requirements of the Contract Documents (Deficiency Notice), maintained by the Project Inspector, identifying the items of Work requiring correction, the date the item was originally discovered, the anticipated date for correction of the item, and the actual date of correction.
9. **Submittal Log** - A written list in a format furnished by or accepted by the Owner, indicating the status of all Submittals required by the Contract Documents, grouped by Definable Feature of Work (DFOW), and prepared and maintained by the Contractor.

1.04 REFERENCES

- A. The publications listed below are part of the requirements of the Contract Documents to the extent referenced:
 1. ASTM A 880 (current edition) Criteria for Use in Evaluation of Testing Laboratories and Organization for Examination and Inspection of Steel, Stainless Steel, and Related Alloys
 2. ASTM C 1077 (current edition) Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation
 3. ASTM D 3666 (current edition) Minimum Requirements for Agencies Testing and Inspecting Road and Paving Materials
 4. ASTM D 3740 (current edition) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
 5. ASTM E 329 (current edition) Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction
 6. ASTM E 543 (current edition) Agencies Performing Nondestructive Testing

1.05 OWNER'S QUALITY CONTROL (QC) PROGRAM

- A. The Owner's Quality Control Program is separate, but coordinated and integrated with the Contractor's QC System, which is the means by which Contractor ensures the Quality Level required by the Contract Documents. The Owner's QC Program incorporates the Project Inspector, Testing Lab and other QC consultant's necessary for the obligations to the AHJ and Owner's Project Goals. The Contractor maintains the responsibility for the coordination and implementation necessary for both systems to be successful by calling for the Owner's QC Program to be used in the appropriate timing and completion to maintain the Schedule, including re-inspections.
- B. Contractor must establish and maintain a QC System, performing sufficient inspections and tests of all items of Work, including Work of its Subcontractors and Suppliers, to ensure conformance with the requirements of the Contract Documents. Contractor's Quality Control measures must be adequate to cover all construction operations and must be correlated with the Official Progress Schedule.
- C. Contractor must closely inspect all materials upon delivery, and all Work in progress for compliance with the requirements of the Contract Documents. Contractor must promptly

reject and return all defective materials and rework any substandard Work without waiting for rejection by Owner or its' Project Inspector.

1.06 PROJECT QC PLAN ORGANIZATION

A. Project Inspector:

1. Owner will provide a Project Inspector at the Work site to provide for the inspection of the work by contractor. Contractor's QC Plan should coordinate with and integrate with the Owner's Project Inspector and testing agency outlined in Document 01 43 00, et al.
2. Duties: The Project Inspector shall have personal knowledge, obtained by continuous inspection of all parts of the work of construction in all stages of its' progress to assure that the work is in accordance with the approved contract documents. Continuous inspection means complete inspection of every part of the work.
 - a. Immediately report to the contractor, owner and AHJ any work that does not comply with requirements of the Contract Documents
 - b. Conduct inspections of Work performed to ensure compliance with requirements of the Contract Documents and codes.
 - c. Certify that all Work performed, on and off the construction site, conforms to requirements of the Contract Documents; certify that all materials and equipment delivered or installed in the Work comply with the requirements of the Contract Documents. Report any deficiencies to the owner, contractor and AHJ.
 - d. Supervise and coordinate the inspections and tests made by the Owner's Testing Laboratory as defined in Document 01 43 00.
 - e. Ensure that all required tests are performed and results are reported. Indicate whether test results do or do not conform to requirements of the Contract Documents.
 - f. Certify each payment invoice.
 - g. Verify completion prior to Contractor requesting Final Inspection from AHJ.
 - h. Attend all key Project Meetings including Preconstruction Conference, Schedule Orientation Meeting, Progress Meetings, Demonstration and Training Meetings, and Closeout Conference.

B. Testing Inspection and Observation Program (TI&O)

1. The TI&O will be used to assist the contractor establish his schedule and the construction schedule will reflect, in sequence, the required inspection line item. Appropriate time will be afforded for each inspection on the contractor's schedule, including the three-week look ahead schedule.
2. Although the TI&O calls for specific inspections and tests to be performed, at varying stages of construction, continuous and ongoing inspections and tests will be conducted during the entirety of the project.
3. Contractor is required to provide an Inspection Request.
 1. Contractor is responsible to keep track of all inspections and tests, their results and any re-inspection required that is subject to the TI&O.
 2. Meetings to discuss the inspection process, upcoming inspections and personnel necessary for those inspections as well as any outstanding deficiencies will be held at an interval set at the commencement of the project, however, the interval shall, at a minimum, be once per week during the entirety of the project.

C. Contractor's QC Management(s) Duties and Qualifications:

1. As a minimum, Contractor shall provide personnel at the Project Site to coordinate with and oversee the work being performed. No work may be performed without the Contractor's appropriate qualified personnel on site.
2. The Contractor's QC personnel will assist and request directly to the Project Inspector for regular inspections for all required inspections.

- D. Invoice Certification
1. Furnish the following certification with each payment request, signed by the QC Personnel:
 - a. *"The Work for which payment is requested, including Materials On Hand, is in compliance with the requirements of the Contract Documents. Record Documents ('as-built' Drawings and Project Manual) are current, accurate, and correctly show Work installed as of the date of the payment request.*
 - b. Certified by QC Personnel _____, Date _____ "
(Signature)
- E. Project Completion Certification
1. Prior to requesting Final Inspection of the entire Work of the Project, the QC Personnel must furnish the following Project Completion Certification to Owner:
 - a. *"The entire Work of the Project has been completed, inspected, tested and is in full compliance with the requirements of the Contract Documents except for the minor deficiencies listed in the attached Deficiency List.*
 - b. Certified by QC Personnel _____, Date _____ "
(Signature)
- F. Record Document Certification
1. Accompanying submission of the final Record Documents, and prior to requesting Final Payment, the QC Personnel must furnish the following Certification to Owner:
 - a. *"The attached Record Documents ('as-built' Drawings and Project Manual) for (Contract Name and Number) were prepared in accordance with the requirements of the Contract Documents, are accurate and complete, and may be relied on by the Owner to locate installed Work.*
 - b. Certified by QC Personnel _____, Date _____ "
(Signature)

1.07 NOTIFICATION OF NONCOMPLIANCE

- A. If Owner or Project Inspector notifies Contractor of any observed non-compliance with the requirements of the Contract Documents, Contractor must take immediate corrective action upon receipt of such notice. Such notice, when delivered to Contractor at the Project Site, is sufficient for the purpose of notification.
- B. If Contractor fails or refuses to promptly comply with any notice of noncompliance, Owner may, in addition to other remedies provided by law and/or the Contract Documents, issue an Order to the Contractor to suspend part or all of the Work until Contractor has taken satisfactory corrective action. No part of the cost or time expended by Contractor or its Subcontractors due to such Order to suspend Work shall be made the subject of a Dispute or Claim against Owner for extension of the Contract Time, Contract Sum, or for excess costs or damages of any kind. Contractor maintains the responsibility to perform according to the contract documents, plans, specifications and at the minimum, the code.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF DOCUMENT 01 45 00-3

DOCUMENT 01 51 50**SOLID WASTE MANAGEMENT AND RECYCLING PLAN****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 - Intent
 - e. 1.05 - Submittals
 - f. 1.06 - Recycling Requirements
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms
 - a. Form 01515-F1 “Summary of Solid Waste Disposal and Diversion”

1.02 RELATED DOCUMENTS

- A. Division 1 Document 01 33 00, “Submittal Procedures”
- B. Division 1 Document 01 7 400, “Cleaning”

1.03 DEFINITIONS

- A. Inert Fill - A permitted facility that accepts inert waste such as asphalt and concrete exclusively.
 - 1. Inert Solids/Inert Waste: Non-liquid solid waste including, but not limited to, soil and concrete, that does not contain hazardous waste or soluble pollutants at concentrations in excess of water-quality objectives established by a regional water board and does not contain significant quantities of decomposable solid waste.
- B. Class III Landfill - A landfill that accepts non-hazardous waste such as household, commercial and industrial waste, including construction, remodeling, repair and demolition operations.
- C. Construction and Demolition Waste - Includes solid wastes, such as building materials, packaging, rubbish, debris and rubble resulting from construction, remodeling, repair and demolition operations.
 - 1. Rubbish: Includes both combustible and noncombustible wastes, such as paper, boxes, glass, crockery, metal and lumber scrap, tin cans, and bones.
 - 2. Debris: Includes both combustible and noncombustible wastes, such as leaves and tree trimmings that result from construction or maintenance and repair work.
- D. Chemical Waste - Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, organic chemicals and inorganic wastes.
- E. Sanitary Wastes – Includes:
 - 1. Garbage: Refuse and scraps resulting from preparation, cooking, distribution or consumption of food.
 - 2. Sewage: Domestic sanitary sewage.

1.04 INTENT

- A. Owner is committed to promoting efforts to have the Work performed in an environmentally sensitive manner.
- B. To promote this effort the Contractor is required to:
 - 1. Make reasonable efforts to affect optimum control of solid wastes.
 - 2. Prepare and comply with a Project specific Solid Waste Management Plan.

1.05 SUBMITTALS

- A. Submit the following according to the requirements of the Contract Documents:
 - 1. Solid Waste Management Plan
 - a. No later than ten (10) Days after the start date for the Work stated in the Notice to Proceed, Contractor must schedule and conduct a meeting with Owner to discuss Contractor's proposed Solid Waste Management Plan.
 - b. No later than fifteen (15) Days after the start date for the Work stated in the Notice to Proceed, prepare and submit written and/or graphic Solid Waste Management Plan including, but not limited to, the following:
 - (1) Permit or license and the location of the solid waste disposal area(s).
 - (2) Procedures for Recycling/Re-Use Program.
 - c. Revise and resubmit Solid Waste Management Plan as required by Owner.
 - 2. Review of the Contractor's Solid Waste Management Plan will not relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.
- B. No later than 15 Days after Contractor's request for Final Inspection, Contractor must submit in writing, a summary of solid waste generated by the Contractor's operations.
 - 1. Submit on Form 01515-F1 or other form acceptable to Owner.
 - 2. Include manifests, weight tickets, receipts, and invoices specifically identifying the Project and waste material from:
 - a. Recycling Centers.
 - b. Class III Landfills.
 - c. Inert Fills.

1.06 RECYCLING REQUIREMENTS

- A. Recycling: Implement a recycling program that includes separate collection of waste materials of the following types:
 - 1. Concrete.
 - 2. Metal:
 - a. Ferrous.
 - b. Non-ferrous.
 - 3. Wood.
 - 4. Debris.
 - 5. Glass.
 - 6. Fluorescent light tubes
 - 7. Paper:
 - a. Bond.
 - b. Newsprint.
 - c. Cardboard and paper packaging materials.
 - 8. Others as appropriate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS

Form 015150-F1

SUMMARY OF SOLID WASTE DISPOSAL AND DIVERSION

Project Name: _____

Project Number: _____

Contractor Name: _____

Address: _____

License Number: _____

Enter the weight and cubic yardage of each Type of Material diverted or disposed of in the appropriate column.

Type of Material	Disposed in Class III Landfill	Disposed in Inert Fill	Diverted from Landfill by Recycling
Asphalt			
Concrete			
Porcelain			
Ferrous metal			
Non-ferrous metal			
Wood			
Debris			
Glass			
Red clay brick			
Bond paper			
Newsprint			
Cardboard			
Others			

END OF DOCUMENT 01 51 50

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DOCUMENT 01 52 50

FIRE PROTECTION PLAN

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents And Standards
 - c. 1.03 - Definitions
 - d. 1.04 - Fire Protection Plan Requirements
 - e. 1.05 - Implementation
 - f. 1.06 - Submission
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND STANDARDS

- A. California Fire Code - Article 87
- B. National Fire Protection Association - Standard #1
- C. Fire Marshal Standard Details & Specifications - SI-7

1.03 DEFINITIONS

- A. Hot Work - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.
- B. Fire Marshal – Office of the Fire Marshal, Santa Clara County
- C. SD&S No. SI-7 – Fire Marshal Standard Details & Specifications Number SI-7 (Construction Site Fire Safety)

1.04 FIRE PROTECTION PLAN REQUIREMENTS

- A. Contractor must prepare and submit a written Fire Protection Plan.
- B. The written Fire Protection Plan must meet the requirements of the Contract Documents and be consistent with the fire safety precautions specified in SD&S No. SI-7.
- C. At a minimum, the fire protection plan must include:
 - 1. The name and contact phone number of the person(s) responsible for compliance with the Fire Protection Plan.
 - 2. Procedures for:
 - a. Reporting emergencies to the fire department.
 - b. Emergency notification, evacuation and/or relocation of all persons in the building under construction and on the Project Site.
 - c. Hot Work operations

- d. Management of hazardous materials
- e. Removal of combustible debris
- f. Maintenance of emergency access roads.
- 3. Floor plans identifying the locations of:
 - a. Exits
 - b. Exit stairs
 - c. Exit routes
 - d. Portable fire extinguishers.
- 4. Site plans identifying:
 - a. Designated exterior assembly areas for each evacuation route.
 - b. Fire apparatus access roadways
 - c. On-site fire hydrants

1.05 IMPLEMENTATION

- A. Contractor is responsible for implementation of the requirements and provisions of the approved Fire Protection Plan.
- B. Contractor is responsible for communicating the requirements of the Fire Protection Plan to all Subcontractors and other personnel working at the Project Site.

1.06 SUBMISSION

- A. Submit four (4) copies of a Fire Protection Plan.
- B. Fire Marshal must approve the Fire Protection Plan prior to Contractor performing Work at the Project Site.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 52 50

DOCUMENT 01 53 20

TREE CARE AND PROTECTION

PART 1 GENERAL

1.01 SUMMARY

A. Related Documents:

1. Review the Contract Documents for additional requirements that apply to work under this Document.

B. Document Includes:

1. Requirements for protection of existing trees to remain apply to all Documents performing work in the area of existing trees.
2. Tree care work to be performed by a qualified Tree Surgeon or Arborist.

1.02 REFERENCES

A. Reference Data:

1. If the year of the adoption or latest revision is omitted from the designation, it shall mean the specification, manual, or test designation in effect the date the Notice to Proceed with the Work is given.

1.03 SUBMITTALS

- A. Statement of Qualification for Tree Care Work.
- B. List of materials to be used by Tree Surgeon for Tree Care Work.
- C. Tree Surgeon's Field Reports.

1.04 QUALITY ASSURANCE

- A. Tree Surgeon must have minimum supervisory experience of five (5) years, crew experience of two (2) years average in work similar to that required for this Project, and be listed by at least two (2) cities in Santa Clara County as approved for tree care work.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturers:

1. Manufacturers of materials are listed to set a standard for product performance.
2. Products of manufacturers not listed may be proposed for substitution, provided that they are equal in product performance. It is the responsibility of the contractor to provide supporting evidence that product is equal.

2.02 FERTILIZER: Romeo 6-25-25, and/or 22-14-14

PART 3 EXECUTION

3.01 OPERATIONS

- A. Notify VMC Project Representative 48 hours before excavating within the driplines of trees scheduled to remain and to verify the Contractor has met all tree protection requirements.
- B. Provide: install 6' chain link temporary protective fencing at drip-lines of existing trees to remain, or as directed by the Arborist.
 - 1. Where in close proximity to existing sidewalks it will be necessary to protect tree trunks from equipment with 2x4x8' studs attached with plastic snow fencing wrapped around the trunks.
 - 2. At sidewalk conditions, temporary fencing is to be set in as large a triangle as possible along the sidewalk with the point set away from the street.
 - 3. Fence posts shall be surface mounted in precast concrete blocks specifically made for this function. No drilling or excavation of posts holes shall be allowed.
 - 4. All trunk protection and temporary protection fencing to be reviewed and approved by the Arborist prior to start of construction.
- C. Continuously supervise excavating, grading, filling and subsequent construction operations of all Documents to protect trees.
- D. Trenching within tree drip-line not permitted without approval. Route pipes and utilities around drip-line areas when possible.
- E. All excavation, including trenching for utilities within drip-lines of trees shall be by hand only. Tunnel under roots 2" and larger, cleanly cut roots 3/4" diameter to 2".
- F. Operate no machinery, including trucks, etc., which may compact soils at planting areas.
- G. Construct fills so as to prevent disturbance to root zones of existing trees.
- H. Store no materials, including topsoil, under tree canopies.
- I. Park no vehicles under trees; do not allow construction access or roads under tree canopies.
- J. Washing of equipment such as paint sprayers, concrete chutes or pumping equipment, hand tools for concrete work, paint brushes, etc. shall NOT be allowed within drip-lines of, or uphill from trees.
- K. The Contractor shall provide adequate protection for all existing trees "to remain" and is responsible for the maintenance of tree protection barriers during construction. Tree trunks' damage will result in fines based on square inches of damaged bark to be paid by the Contractor. Any repairable damage done to a tree shall be treated by a qualified tree surgeon at no cost to owner. The death of a tree due to damage during construction shall result in the Contractor replacing the tree with another of comparable size. In the event

the tree is, due to large size or unique structure, unable to be duplicated, a fair value as determined by a certified arborist or the "Guide for Establishing Value of Trees" (Council of Tree and Landscape Appraisers) will be charged to the Contractor.

3.02 TREE CARE:

Arrange and pay for the following tree care work to be performed by a qualified tree surgeon on all trees impacted by construction.

- A. Under Arborist's observation, trim and remove tree limbs to ISA standards to provide for continuing health, and to maintain adequate clearance for equipment during construction operations. Guywire trees if needed.
- B. Prior to beginning of construction and weekly thereafter inspect field conditions, health of trees and note any adverse impact to trees by construction operations. Perform pesticide spraying when needed, and watering and foliar feeding as stated below. Submit report to City Arborist at each inspection.
- C. Spray water on all trees in construction area minimum once per week between start of work and onset of rainy season to remove dust from leaves.
- C. Foliar feed each protected tree in construction area as follows. If in Fall: Fertilize trees with spray of Romeo's or equal 6-25-25 fertilizer at five pounds per 100 gallons of water. If in Spring: Romeo's 22-14-14 at five pounds per 100 gallons.

END OF DOCUMENT 01 53 20

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DOCUMENT 01 57 00**STORM WATER POLLUTION PREVENTION PLAN (SWPPP)****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 - SWPPP Requirements
 - e. 1.05 - Submittals
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 33 00, "Submittal Procedures."
- B. Document 01 45 00, "Contractor's Quality Control (QC) System"

1.03 DEFINITIONS

- A. **NOI** - Notice of Intent
- B. **SWPPP** - Storm Water Pollution Prevention Plan
- C. **NOT** - Notice of Termination

1.04 SWPPP REQUIREMENTS

- A. The project will comply with the NPDES General Construction Activity Storm Water Permit administered by the Regional Water Quality Control Board.
- B. Prior to construction grading for the proposed land uses, the Owner will file a "Notice of Intent" (NOI) to comply with the General Permit.
- C. The Contractor must prepare and maintain for the entire construction period a Storm Water Pollution Prevention Plan (SWPPP) which addresses measures Contractor will implement to minimize and control construction and post-construction storm water runoff.
- D. At a minimum, the following measures must be included in the SWPPP:
 - 1. Burlap bags filled with drain rock will be installed around storm drains to route sediment and other debris away from the drains.
 - 2. Earthmoving or other dust-producing activities will be suspended during periods of high winds.
 - 3. All exposed or disturbed soil surfaces will be watered at least twice daily to control dust.
 - 4. Stockpiles of soil or other materials that can be blown by the wind will be watered or

- covered.
- 5. All trucks hauling soil, sand, and other loose materials will be covered and maintain at least two feet of freeboard
- 6. All paved access roads, parking areas, staging areas and residential streets adjacent to the construction sites will be swept daily (with water sweepers).

- E. Contractor must submit one (1) reproducible copy and two (2) copies of the draft SWPPP to the Owner for review and acceptance prior to construction.

- F. The certified SWPPP must be available at the Project Site and must be updated to reflect current site conditions.

- G. When the construction phase is complete, Contractor must file a Notice of Termination (NOT) for the General Permit for Construction with the Regional Water Quality Control Board and applicable Governmental Agency. The NOT must document that all elements of the SWPPP have been executed, construction materials and waste have been properly disposed of, and a post-construction storm water management plan is in place as described in the SWPPP for the site. Submit three (3) copies of the NOT to the Owner.

1.05 SUBMITTALS

- A. Submit the Storm Water Pollution Prevention Plan (SWPPP) in accordance with Document 01 30 00, "Submittal Procedures."

- B. Submit required copies of the Notice of Termination (NOT) to the Owner

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 57 00

DOCUMENT 01 60 00

PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 - Product Delivery, Storage, and Handling
 - e. 1.05 - Packaging
 - 2. Part 2 – Products
 - a. 2.01 - Unauthorized Products
 - b. 2.02 - Product Availability
 - c. 2.03 - Product Requirements
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Division 1 Document 01 33 00, "Submittal Procedures"
- B. Division 1 Document 01 63 00, "Product Substitution Procedures"

1.03 DEFINITIONS

- A. Products - Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock.
 - 1. The term "Product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 2. Product means New Products including material, machinery, components, equipment, fixtures, and systems forming the Work.
 - a. Product does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
 - b. Products may also include existing materials or components required for reuse.
- B. Named Products - Products identified in the Contract Documents by Manufacturer's product name. Named Products may include Manufacturer's make or model number or other designation.
- C. New Products - Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered New Products.
- D. Manufacturer's Warranty - Preprinted written Warranty published by individual Manufacturer for a particular Product and specifically endorsed by Manufacturer to Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Delivery
 - 1. Deliver Products using means and methods that will prevent damage, deterioration, and loss, including theft.

-
2. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of Project or Work areas.
 3. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 4. Deliver products to Project Site in an undamaged condition in Manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 5. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that Products are undamaged and properly protected.
- B. Storage
1. Store Products using means and methods that will prevent damage, deterioration, and loss, including theft.
 2. Comply with Manufacturer's written instructions for storage.
 3. Store Products to allow for inspection and measurement of quantity or counting of units.
 4. Store materials in a manner that will not endanger Project premises or personnel.
 5. Store Products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
 6. Comply with product Manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 7. Protect stored products from damage.
 8. For exterior storage of fabricated products, place on sloped supports above ground.
 - a. Cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
 - b. Store loose granular materials on solid surfaces in well-drained area; prevent mixing with foreign matter.
- C. Handling
1. Handle Products using means and methods that will prevent damage, deterioration, and loss, including theft.
 2. Comply with Manufacturer's written instructions for handling.
 3. Provide equipment and personnel to handle products by methods to prevent soiling or damage.

1.05 PACKAGING

- A. Provide reusable or recyclable packaging for items delivered to the Project Site such as construction materials, operations and maintenance materials, furniture, equipment and other large objects.
- B. For items over 75 pounds or larger than 120 cubic feet, polystyrene "peanuts" shall not be used with packaging.
- C. Use products with natural or recycled content.
 1. Plastic sheets or films will be allowed only if labeled with recycling symbol-indicating type of plastic.
 2. Reusable Packaging: Items such as blankets, skids and crates must be returned to the manufacturer or transportation company for future reuse as packaging materials.
 3. Recyclable Packaging: Items such as boxes, cardboard and paper that will be delivered to a recycling center after use.
- D. Properly dispose of packaging materials and clean surrounding areas of packaging debris immediately after unpacking of Products.

PART 2 - PRODUCTS**2.01 UNAUTHORIZED PRODUCTS**

- A. Products required for Work must not contain asbestos or polychlorinated biphenyls (PCB)
- B. If the Contract Documents name a Product, Provide the Named Product unless the Owner's Authorized Representative, through the Substitution process, accepts an equal Product. (See Document 01 63 00, "Product Substitution Procedures")

2.02 PRODUCT AVAILABILITY

- A. Prior to Bid, Contractor must verify that Named Products, including sole source Products can be obtained, delivered, and installed within the Time Period(s) stated in the Bid Documents.
- B. Owner does not warrant that Named Products including sole source Products are available within the Time Period(s) required by the Bid Documents. Contractor must verify availability of Named Products before submitting a Bid.
- C. By submitting a Bid, Contractor represents to the Owner that Contractor has verified the availability of Named Products, the Named Products including sole source Products are currently available, and the Work or designated portion of the Work can be completed within the Contract Time(s).

2.03 PRODUCT REQUIREMENTS

- A. Provide Products that:
 - 1. Comply with the requirements of the Contract Documents
 - 2. Have been accepted by the Owner for incorporation into the Work
 - 3. Are undamaged
 - 4. Are new at time of installation, unless otherwise indicated in the Contract Documents.
- B. Provide products complete with:
 - 1. Accessories
 - 2. Trim
 - 3. Finish
 - 4. Fasteners
 - 5. Gauges
 - 6. All other items needed for a complete installation.
- C. Standard Products
 - 1. If available, and unless custom products or nonstandard options are specified, Provide standard products of types that have been produced and used successfully in similar situations on other projects.
- D. Owner has the right to reject Products with Manufacturer's Warranties that are in conflict with requirements of the Contract Documents.
- E. Products required to be supplied in quantity must be interchangeable.

PART 3 - EXECUTION (Not Used)**PART 4 - FORMS (Not Used)****END OF DOCUMENT 01 60 00**

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DOCUMENT 01 63 00**PRODUCT SUBSTITUTION PROCEDURES****PART 1 - GENERAL****1.01 SUMMARY**

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions (Not Used)
 - d. 1.04 - General
 - e. 1.05 - Submission Requirements
 - f. 1.06 - Owner’s Action
 - 2. Part 2 – Products
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)
 - a. Form 01630-F1 (Substitution Request Form)

1.02 RELATED DOCUMENTS

- A. Division 1 Document 01 33 00, “Submittal Procedures”

1.03 DEFINITIONS (Not Used)**1.04 GENERAL**

- A. Owner’s Authorized Representative will consider proposals for Substitution of a service, product, material, process or article only when such proposals are:
 - 1. Submitted within the time periods stated in the Contract Documents
 - 2. Accompanied by full and complete technical data
 - 3. All supporting information requested by Owner’s Authorized Representative to substantiate or prove quality, delivery time, and cost are submitted
 - 4. Substitution request is accompanied by Substitution Request Form (Form 016300-F1) at the end of this Document 01 63 00, “Product Substitution Procedures”, properly completed by Contractor, and properly certified by the Contractor’s Authorized Representative. If the Substitution request is a pass through request from a Subcontractor, both Contractor’s Authorized Representative and an officer of the Subcontractor must certify the Substitution requests.
- B. The burden of proof as to the equality of any service, product, material, process or article Contractor proposes for Substitution rests with Contractor.
- C. The Contractor must not order substitute services, products, materials, or articles without prior written acceptance of the Substitution by Owner’s Authorized Representative.
- D. The Owner has the right to reject proposals due to insufficient information.
- E. Contractor must certify that proposed Substitution meets or exceed all the requirements of the Contract Documents.

- F. Contractor must assume responsibility for Owner's additional costs related to the redesign and/or modifications to any parts of the Work and/or Contract Documents caused by the Substitutions.
- G. Contractor's Substitution requests that do not comply with the requirements of the Contract Documents may be returned to Contractor without review.
- H. If Contractor's Substitution request is returned without review or returned rejected, Contractor must furnish the originally specified items

1.05 SUBMISSION REQUIREMENTS

- A. Limit each request to one proposed Product Substitution.
- B. Submit one (1) copy of each request for Substitution.
- C. Identify product or fabrication or installation method to be replaced including specification Document number and title and Drawing numbers and titles.
- D. Include one (1) copy of completed and signed Substitution Request Form 016300-F1, furnished at the end of this Document 01 63 00, "Product Substitution Procedures."
- E. Submit the following documentation:
 - 1. Statement indicating why specified material or product cannot be provided.
 - 2. Coordination information including:
 - a. A list of changes or modifications needed to other parts of the Work that are necessary to accommodate proposed Substitution.
 - b. A list of changes or modifications to work performed by Owner and/or separate contractors that are necessary to accommodate proposed Substitution.
 - 3. Detailed comparison including:
 - a. Comparison of significant qualities of proposed Substitution with those of the Work specified. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - 4. Drawings to same (or larger) scale as pertinent portions of Contract Documents, marked to show:
 - a. How differences will be accommodated.
 - b. Complete system/assembly as revised
 - c. Difference(s) in size, configuration, connections, service, accessibility, or any other significant characteristics.
 - 5. Contractor must show complete layout of system unless it is identical to the layout shown in the Contract Documents. Show unchanged portion to indicate clearances, etc. relative to changed portion.
 - 6. Wherever applicable, include complete detail drawings of supports for all Substitute equipment and complete load calculations for adequacy of support prepared and signed by a California Registered Engineer.
 - 7. Product Data, including drawings and descriptions of Products and fabrication and installation procedures.
 - 8. Samples, where applicable or requested.
 - 9. List of similar installations for completed projects with project names and addresses and names and addresses of Architects and Owners.
 - 10. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - 11. Research/evaluation reports evidencing compliance with building codes in effect for Project from a model code organization acceptable to authorities having jurisdiction.
 - 12. Evidence that proposed product provides specified Warranty
 - 13. Cost information, including a proposal of change, if any, in the Contract Sum.

- F. Submit a detailed comparison of Contractor's Progress Schedule with and without using proposed Substitution showing effect on the Contract Time(s).
- G. If specified product cannot be provided within the Contract Time(s), include letter from Manufacturer, on Manufacturer's letterhead, stating the reason(s) for the lack of availability or delays in delivery.
- H. Provide Contractor's certification that proposed Substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
- I. Provide Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed Substitution to produce indicated results.

1.06 OWNER'S ACTION

- A. If necessary, Owner will request additional information or documentation within fourteen (14) Days of receipt of a request for Substitution.
- B. Owner will notify Contractor of acceptance or rejection of proposed substitution within five (5) Days of receipt of request, or seven (7) Days of receipt of additional information or documentation, whichever is later.

PART 2 - PRODUCTS (NOT USED)**PART 3 - EXECUTION (NOT USED)**

PART 4 - FORMS

FORM 016300-F1

“SUBSTITUTION REQUEST FORM”

All Substitution requests must be accompanied by the following form, completed by the Contractor, and properly certified.

PROJECT: _____

OWNER'S PROJECT NUMBER: _____

TO: _____

FROM: _____ DATE: _____

RE: _____

SPECIFICATION TITLE: _____

DESCRIPTION: _____

DOCUMENT: _____ PAGE: _____ DOCUMENT/PARAGRAPH: _____

PROPOSED SUBSTITUTION: _____

MANUFACTURER: _____

ADDRESS: _____

PHONE: _____

TRADE NAME: _____ MODEL NUMBER: _____

INSTALLER: _____

ADDRESS: _____

PHONE: _____

HISTORY: New Product 2-5 Years Old 5-10 Years Old More Than 10 Years Old

SIMILAR INSTALLATION:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Differences between proposed substitution and specified product: _____

Required point-by-point comparative data attached. Yes No

The supporting data attached consists of Drawings Product Data Samples Tests Reports Other

Proposed substitution affects other parts of Work: No If Yes, please explain: _____

Reason for not providing specified item: _____

Savings Cost to Owner for accepting substitution: \$ _____

Proposed Substitution changes Contract Time. No Yes _____ Days

THE UNDERSIGNED CERTIFIES:

1. Proposed Substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
2. Same Warranty will be provided for proposed Substitution as for specified product.
3. Same maintenance service and source of replacement parts, as applicable, is available.
4. Proposed Substitution will have no adverse effect on other trades and will not affect or delay progress as indicated on the current version of the Official Progress Schedule.
5. Cost and time data as stated above is complete and accurate
6. Contractor and, if applicable, Subcontractor waives right to Claim for additional costs and time related to accepted Substitution, which may subsequently become apparent.
7. Proposed Substitution does not affect dimensions and functional clearances.
8. Coordination, installation, and changes in the Work as necessary for accepted Substitution have been or will be performed in all respects.

Contractor's Certification:

Submitted by: _____ Signed by: _____

Firm: _____ Phone: _____

Address: _____

Subcontractor's Certification:

Submitted by: _____ Signed by: _____

Firm: _____ Phone: _____

Address: _____

List Attachments:

DESIGNER OF RECORD REVIEW AND ACTION

Substitution Recommended - Make Submittals in accordance with Document 01 3 300, "Submittal Procedures".

Substitution Recommended as Noted - Make submittals in accordance with Document 01 33 00, "Submittal Procedures".

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: _____ Date: _____

Additional Comments: Contractor Subcontractor Supplier Manufacturer Architect _____

OWNER ACCEPTANCE

Substitution Accepted - Make submittals in accordance with Document 01 33 00, "Submittal Procedures".

Substitution Accepted as Noted - Make submittals in accordance with Document 01 33 00, "Submittal Procedures".

Substitution Rejected - Use specified Products.

Substitution Request Received too late - Use specified Products.

Signed by: _____ Date: _____

Owner's Authorized Representative

END OF DOCUMENT 01 63 00

DOCUMENT 01 73 10

CUTTING AND PATCHING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 - General
 - e. 1.05 - Interface with work of Others
 - f. 1.06 - Submittals
 - g. 1.07 - Quality Control
 - 2. Part 2 – Products
 - a. 2.01 - Materials
 - 3. Part 3 – Execution
 - a. 3.01 - Examination
 - b. 3.02 - Preparation
 - c. 3.03 - Cutting
 - d. 3.04 - Patching
 - e. 3.05 - Performance
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 33 00, “Submittal Procedures.”

1.03 DEFINITIONS

- A. CUTTING-AND-PATCHING - Includes, but is not necessarily limited to, demolition and repair of nominally completed and previously existing work in order to accommodate coordination of Work, installation of Work, uncovering Work for access or inspection, and to obtain samples for testing or similar purposes. It also includes integral cutting and patching during manufacturing, fabricating, erecting, and installing processes for individual items of the Work.
- B. HOT WORK - Hot work includes any operations capable of initiating fires or explosions, including cutting, welding, brazing, soldering, grinding, thermal spraying, thawing pipe, torch applied roofing, or any other similar activity.

1.04 GENERAL

- A. Contractor is responsible for all cutting, fitting, or patching required to complete the Work and to make its parts fit together properly.
- B. Contractor must rework and patch to match existing surfaces at removed or demolished items.
- C. Patching must achieve security, strength, and weather protection, and must preserve continuity of existing fire ratings.

- D. Patching must successfully duplicate undisturbed adjacent finishes, colors, textures, and profiles. Where there is disagreement as to whether duplication is successful or has been achieved to a reasonable degree, the Owner's judgment shall be final.

1.05 INTERFACE WITH WORK OF OTHERS

- A. The Contractor is responsible for any and all cutting, fitting and patching required to join its Work with the work of others, except as otherwise specifically stated for in the Contract Documents.
- B. Contractor must not cut or otherwise alter the work of Owner or any separate contractor except with the written consent of Owner and such separate contractor.
- C. Contractor must include interface flags in their Progress Schedule indicating points of interface of its Work with the work of others.

1.06 SUBMITTALS

- A. Comply with requirements of Document 01 33 00, "Submittal Procedures."
- B. Submit written request to Owner in advance of cutting or alteration that affects:
 - 1. Structural integrity of any element of Project.
 - 2. Integrity of weather exposed or moisture resistant element.
 - 3. Efficiency, maintenance, or safety of any operational element.
 - 4. Visual qualities of sight exposed elements.
 - 5. Work of Owner or separate contractor.
 - 6. Include in request:
 - a. Identification of Project.
 - b. Location and description of affected work.
 - c. Necessity for cutting or alteration.
 - d. Description of proposed Work and Products to be used.
 - e. Method for keeping existing utilities in service.
 - f. Alternatives to cutting and patching.
 - g. Date and time the Work will be executed.
 - h. Anticipated results in terms of variations from originally completed Work.
 - i. Where applicable include a description of circumstances which led to need for cutting and patching.
- C. Review by Owner or Design Professional prior to proceeding with proposed cutting-and-patching does not negate Owner's right to later require complete removal and replacement of Work found to be cut and patched in an unsatisfactory manner.
- D. Where cutting and patching involves addition of reinforcement to structural elements, obtain details and engineering calculations prepared by California Registered Structural Engineer indicating how reinforcement is to be integrated with the original structure.
- E. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out of service. Indicate how long utility service will be disrupted.

1.07 QUALITY CONTROL

- A. Requirements for Structural Work:
 - 1. Do not cut and patch structural Work in manner resulting in reduction of load-carrying capacity or load/deflection ratio.

2. Obtain Owner's written acceptance of Submittal before proceeding with cutting and patching of structural steel, structural concrete, foundation construction, basement or retaining walls, curtain walls, pressurized piping, vessels, and equipment.
- B. Operational and Safety Limitations:
1. Do not cut and patch operational elements or safety-related components in manner resulting in reduction of capacities to perform as intended or resulting in decreased operational life, increased maintenance, or decreased safety.
 2. Obtain Owner's acceptance of Submittal before proceeding with cutting and patching primary operational systems and equipment; water, moisture, vapor, air, or smoke barriers; membranes and flashings; noise and vibration control elements and systems; control, communication, conveying, and electrical wiring systems; and similar categories.

PART 2 - PRODUCTS**2.01 MATERIALS**

- A. For replacement of Work removed, use only materials that comply with the pertinent requirements of the Contract Documents. (Those required and accepted for original installation.)
- B. For any proposed change in materials, submit request for Substitution as described in Document 01 63 00, "Product Substitution Procedures."

PART 3 - EXECUTION**3.01 EXAMINATION**

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during fitting, cutting and patching.
- B. After uncovering existing Work, assess conditions affecting performance of work.

3.02 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for areas that may be exposed by uncovering work.
- D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- E. Except as otherwise indicated, proceed with cutting and patching at earliest feasible time in each instance, and perform work promptly.

3.03 CUTTING

- A. Cut by methods least likely to damage retained and adjoining Work.
- B. Review proposed procedure with original installer where possible, and comply with installer's recommendations.
- C. Uncover work to install improperly sequenced work.

- D. Remove and replace defective or non-conforming work.
- E. Remove samples of installed work for testing when requested.
- F. Provide openings in the Work for penetration of mechanical and electrical work.
- G. Employ original installer or fabricator where possible to perform cutting for:
 - 1. Weather exposed and moisture resistant elements; or
 - 2. Visually exposed surfaces.
- H. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.
- I. Comply with requirements of The Civil Drawings, where cutting and patching requires excavating and backfilling.

3.04 PATCHING

- A. Execute patching to complement adjacent Work.
- B. Fit Products together to integrate with other Work.
- C. Avoid damage to other Work and provide appropriate surfaces to receive patching and finishing.
- D. Employ original installer where possible to perform patching for weather exposed and moisture resistant elements, and visually exposed surfaces.
- E. Restore patched areas with new Products in accordance with requirements of Contract Documents.
- F. Fit patches tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.

3.05 PERFORMANCE

- A. Performing cutting or patching operations means acceptance of existing conditions by Contractor.
- B. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- C. By-pass utility services such as pipe or conduit, before cutting, where services are required to be removed, relocated or abandoned.
 - 1. Remove pipe or conduit in walls to be relocated, abandoned or removed.
 - 2. Cap, valve or plug, and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and removing.
- D. Where feasible, inspect and test patched areas to demonstrate integrity of installation.
- E. Remove and replace Work judged by Designer of Record to be visually unsatisfactory.
- F. Perform cutting, fitting and patching in a manner to prevent damage to Contractor's Work and work by others and to provide proper surfaces for the installation of materials, equipment, and repairs.
- G. Do not cut nor alter structural members without prior written acceptance of Owner.
- H. Adjust and fit Products to provide a neat installation.

- I. Refinish cut and patched surfaces to match adjacent finish.
 - 1. For continuous surfaces, refinish to nearest intersection or natural break.
 - 2. For an assembly, refinish entire assembly.

- J. Over patched wall or ceiling surfaces, refinish to nearest cut-off line for entire surface, such as intersection with adjacent wall or ceiling, beam, pilasters, or to nearest opening frame, unless otherwise indicated.

- K. Refinished surfaces must not present a spotty, touched-up appearance.

PART 4 - FORMS (Not Used)**END OF DOCUMENT 01 73 10**

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DOCUMENT 01 74 00

CLEANING

PART 1 - GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 – Definitions
 - d. 1.04 - General Cleanup Responsibility
 - e. 1.05 - Immediate Cleanup Activities
 - f. 1.06 - Daily Cleanup Activities
 - g. 1.07 - Weekly Cleanup Activities
 - h. 1.08 - Owner’s Right to Cleanup
 - i. 1.09 - Storage and Disposal
 - j. 1.10 - Sand Blasting
 - k. 1.11 - Final Cleaning
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS

- A. Document 01 45 00, “Contractor’s Quality Control (QC) System”
- B. Document 01 51 50, “Solid Waste and Recycling Plan”
- C. Document 01 60 00, “Product Requirements”
- D. Document 01 77 00, “Closeout Procedures”

1.03 DEFINITIONS (Not Used)

1.04 GENERAL CLEANUP RESPONSIBILITY

- A. Contractor must keep the Work areas, Project Site, and surrounding areas free from waste materials, debris, and/or trash and rubbish caused by its operations.
- B. In addition to trash and rubbish generated by Contractor’s operations, Contractor must keep the Work areas, Project Site, and surrounding areas free from trash and rubbish from any source that accumulates within the Work areas or Project Site or any other area designated by the Owner for use by Contractor.
- C. The Contractor must keep all surface areas (i.e., site roads, off-site streets, and parking areas) clear of dirt, mud, and debris and must clean such surfaces as required, as needed, or as Directed by the Owner’s Project Manager.
- D. Contractor’s and Subcontractors’ tools, scaffolding and surplus materials must be neatly stored in designated storage areas when not in use.

- E. Contractor must maintain the Project Site in a neat and orderly condition at all times.

1.05 IMMEDIATE CLEANUP ACTIVITIES

- A. Properly dispose of packaging materials and clean surrounding areas of packing debris immediately after unpacking of Products, materials, equipment, or other packaged items.
- B. Dispose of waste materials and clean surrounding areas used for worker breaks and lunch immediately after worker break or lunch. Contractor must Provide trash receptacles in break and lunch areas.
- C. Contractor must immediately remove any spillage, dirt and mud, and/or debris resulting from Contractor's hauling or other operations along or across any public traveled way or public area.
- D. Remove debris and rubbish from pipe chases, plenums, down spouts, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- E. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- F. Electric Blowers - The use of gasoline leaf blowers is prohibited. The Contractor shall use electric leaf blowers that shall not exceed 65 decibels in all residential, commercial, and industrial zones or public space, measured 50 feet from the source. The Contractor shall comply with the requirements as set forth in the Town of Los Gatos Ordinance 2231.

1.06 DAILY CLEANUP ACTIVITIES

- A. Wood, cardboard, packing material, form lumber and similar combustible debris must not be accumulated within buildings and such debris, rubbish and waste material must be removed from buildings on a daily basis.
- B. Contractor must leave Work areas "broom clean", or its equivalent, on a daily basis.
- C. Contractor must remove (pick up and place in trash receptacles) rubbish from and about areas of Work and the Project Site on a daily basis.
- D. Contractor must clean the Project Site entrance area(s) of mud, dirt, displaced gravel, and rubbish each day.
- E. Electric Blowers - The use of gasoline leaf blowers is prohibited. The Contractor shall use electric leaf blowers that shall not exceed 65 decibels in all residential, commercial, and industrial zones or public space, measured 50 feet from the source. The Contractor shall comply with the requirements as set forth in the Town of Los Gatos Ordinance 2231.

1.07 WEEKLY CLEANUP ACTIVITIES

- A. Remove rubbish (pick up and place in trash receptacles) from and about the Project Construction Fencing line. This includes areas both inside and outside the of the Project Site along the Temporary and Construction Fencing and/or permanent perimeter fence line.
- B. Place concrete debris in designated areas or remove from Project Site.
- C. Stack unused shipping pallets in designated areas or remove from Project Site.

- D. Repair, replace, or remove damaged and/or torn plastic sheeting used to protect stored materials, Products or Work.
- E. Empty all trash receptacles.
- F. Remove accumulated waste from the Project Site and dispose of in a proper and lawful manner.
- G. Organize and clean storage areas
- H. Electric Blowers - The use of gasoline leaf blowers is prohibited. The Contractor shall use electric leaf blowers that shall not exceed 65 decibels in all residential, commercial, and industrial zones or public space, measured 50 feet from the source. The Contractor shall comply with the requirements as set forth in the Town of Los Gatos Ordinance 2231.

1.08 OWNER'S RIGHT TO CLEAN UP

- A. Deficient cleaning or disposal operations, as determined by the Owner's Project Manager, must be immediately corrected by Contractor.
- B. After proper written notice, in cases where Contractor does not correct deficient cleaning or disposal operations, Owner may remove or cause to have removed waste materials, debris, and/or trash and rubbish, etc., and reduce the Contract Sum by the cost thereof.
- C. If a disagreement or arises between the Contractor and other separate contractors performing work at or adjacent to the Project Site, as to the responsibility pursuant to their respective contracts for maintaining the Project Site and surrounding areas free from waste materials, debris, and/or trash and rubbish, Owner may clean up or cause to be cleaned up the waste materials, debris, and/or trash and rubbish and allocate the costs among those responsible, and reduce the Contract Sum by Contractor's proportionate share of the cost thereof.

1.09 STORAGE AND DISPOSAL

- A. Storage
 - 1. Waste materials, trash, and rubbish must be stored in covered containers.
 - 2. Storage containers must not be allowed to overflow due to excessive waste materials, trash, and rubbish being placed in the storage container.
 - 3. Storage container lids must be unobstructed by waste materials, trash, and rubbish when they are in the closed position.
 - 4. Storage container lids must be closed at all times except when waste materials, trash, and rubbish are being placed into or removed from the storage container.
 - 5. Recyclable materials must be segregated before storage and stored in separate containers or areas.
- B. Disposal
 - 1. Under no circumstances shall rubbish or waste material be disposed of in fills or backfills on the Project Site.
 - 2. Contractor is responsible for making all arrangements and paying all costs for disposal of waste materials, debris, and/or trash and rubbish.
 - 3. Waste materials, debris, and/or trash and rubbish, must be removed from the Project Site at least once each week.
 - 4. When any material is to be disposed of outside the Project area, at other than a public disposal or recycling facility, Contractor must first obtain a written permit from the

- property owner of the proposed disposal site, and furnish Owner said permit or a certified copy thereof together with a written release from the property owner absolving Owner from any and all responsibility in connection with the disposal of said material on said site.
5. Before any material is disposed of on said site, Contractor must obtain written permission from the Owner to dispose of the material at the location designated in said permit.
 6. Disposal of Hazardous Materials must comply with all legal requirements, including but not limited to containerization, labeling, manifesting, transportation, disposal site, and use of properly trained personnel.
 7. No later than 15 Days after Contractor's request for Final Inspection, Contractor must submit two (2) copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities ("TSDF's") and certificates of disposal, to prove that Contractor has legally disposed of such materials.
 8. Contractor must separate and recycle the following waste material types in accordance with Contractor's Solid Waste Management Plan (See Document 01 51 50, "Solid Waste Management and Recycling Plan")
 - a. Concrete
 - b. Metal
 - (1) Ferrous
 - (2) Non-ferrous
 - c. Wood
 - d. Debris
 - e. Glass
 - f. Paper
 - (1) Bond
 - (2) Newsprint
 - (3) Cardboard and paper packaging materials
 - g. Others as appropriate.

1.10 SAND BLASTING

- A. Sand blasting shall be only used upon receipt of written permission of the Project Manager.
- B. Perform sand blasting by experienced mechanics using sound modulated power machinery designed for this use.
 1. Comply with all applicable regulatory agencies.
 2. Use blasting aggregate uniformly graded, free from all animal or vegetable material, and not larger than No. 30 grit.
 3. Air compressor must be capable of providing air at a pressure of 100-110 pounds at 210-300 cfm. Use blast nozzle of 5/16-inch orifice.
- C. Operation
 1. Sand blast by the "flash" method.
 2. Pass continuously over the surface, to provide a uniform cutting of the surface, without pitting or excessive erosion of the base material.
 3. Exercise care to prevent corners or sharp edges from being broken or unduly rounded.
 4. Used aggregate must not be reused.
 5. Protect installed work of others from damage by blast, rebound, or used aggregate.
 6. Cover and protect mechanical work, air intakes, and similar items, as well as finished surfaces.
- D. Replace damaged work.
- E. Secure and pay for necessary permits required by state and local authorities having jurisdiction.

1.11 FINAL CLEANING

- A. Milestone Completion Certification
 - 1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Milestone Completion, perform a Final Cleaning of all Work areas associated with the Milestone.

- B. Project Completion Certification
 - 1. Contractor must, before requesting a Preliminary Walk-Through Inspection for Final Inspection of the entire Work of the Project, perform a Final Cleaning of all Work areas and the Project Site including all areas associated with previously completed Milestones.

- C. Final Cleaning Requirements
 - 1. General
 - a. Cleaning for specific items of Work is specified in Divisions 2 through 16.
 - b. Comply with manufacturer's instructions for cleaning operations.
 - c. Clean interior and exterior surfaces exposed to view
 - d. Remove labels that are not required as permanent labels.
 - e. Dust, dirt, stains, hand marks, paint spots, and like defects must be completely removed from surfaces.
 - f. Metal surfaces must be cleaned, using only non-corrosive and non-abrasive materials.
 - g. Remove debris and surface dust from limited-access spaces including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 2. Transparent Surfaces
 - a. Clean all glass, interior and exterior, affected by Work of this Project; including removal of foreign material from glass.
 - b. Polish transparent and glossy surfaces
 - c. Clean transparent materials, including mirrors and window/door glass, to a polished condition, removing substances that are noticeable as vision-obscuring materials.
 - d. Replace broken glass and damaged transparent materials.
 - 3. Soft Surfaces
 - a. Vacuum carpeted surfaces.
 - b. Vacuum all other soft surfaces.
 - 4. Hard Surfaces
 - a. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of dust, stains, films, and similar noticeable distracting substances.
 - b. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces.
 - c. Restore reflective surfaces to original reflective condition.
 - d. Clean concrete floors in unoccupied spaces broom clean.
 - 5. Equipment and Fixtures
 - a. Clean equipment and fixtures to sanitary condition
 - b. Clean or replace filters of mechanical equipment.
 - c. Wipe surfaces of equipment and fixtures clean, including elevator equipment and similar equipment
 - d. Remove excess lubrication and other substances.
 - e. Clean plumbing fixtures to a sanitary condition, free of stains including those resulting from water exposure.
 - f. Clean food service equipment to a condition of sanitation ready and acceptable for intended food service use.
 - 6. Roofs, gutters, downspouts and drainage systems.

- a. Clean roofs, gutters, downspouts and drainage systems.
- 7. Exterior Grounds
 - a. Clean Project Site (yard and grounds), including landscape development areas, of litter, surplus materials, and foreign substances.
 - b. Sweep and power wash paved areas to clean condition; remove stains, petro-chemical spills, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- 8. Lights and Lamps
 - a. Clean light fixtures and lamps so as to function with full efficiency.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - FORMS (Not Used)

END OF DOCUMENT 01 74 00

DOCUMENT 01 77 00

CLOSEOUT PROCEDURES

PART 1 -GENERAL

1.01 SUMMARY

- A. This Document includes:
 - 1. Part 1 – General
 - a. 1.01 – Summary
 - b. 1.02 – Related Documents
 - c. 1.03 - Definitions
 - d. 1.04 - Closeout Conference
 - e. 1.05 - Contractor's List of Incomplete Work
 - f. 1.06 - Spare Parts
 - g. 1.07 - Operations and Maintenance (O&M) Manuals
 - h. 1.08 - Final Cleaning
 - i. 1.09 - Contractor's Certification that all the Work of the Project is complete
 - j. 1.10 - Preliminary Walk-through Inspection
 - k. 1.11 - Final Inspection
 - l. 1.12 - Project Records
 - m. 1.13 - Final Payment Application
 - n. 1.14 - Recommendation for Acceptance
 - o. 1.15 - Acceptance of the Work
 - p. 1.16 - Final Payment
 - 2. Part 2 – Products (Not Used)
 - 3. Part 3 – Execution (Not Used)
 - 4. Part 4 – Forms (Not Used)

1.02 RELATED DOCUMENTS AND DOCUMENTS

- A. Document 01 29 00, "Payment Procedures"
- B. Document 01 31 00, "Project Management and Coordination"
- C. Document 01 32 50, "Record Documents (As-builts)".
- D. Document 01 33 00, "Submittal Procedures"
- E. Document 01 45 00, "Contractor's Quality Control (QC) System"
- F. Document 01 51 50, "Solid Waste Management and Recycling Plan"
- G. Document 01 74 00, "Cleaning"

1.03 DEFINITIONS

- A. Incomplete Work – Work required by the Contract Documents that is not yet installed.
- B. Deficient Work – Installed Work that does not meet all the requirements of the Contract Documents.

1.04 CLOSEOUT CONFERENCE

-
- A. The Owner's Project Manager will schedule and Closeout Conference approximately 90 Days before scheduled completion of the entire Work of the Project.
 - B. Conference will be held at Project Site or another convenient location designated by Owner's Project Manager.
 - C. Attendees:
 1. Owner's Project Manager (Mandatory Attendance Required)
 2. Contractor's Authorized Representative (Mandatory Attendance Required)
 3. Contractor's QC Manager (Mandatory Attendance Required) (See Document 01 45 00.1.08.A.2.r)
 4. Other interested parties
 - D. Agenda: Items of significance, as appropriate to the Project, to be discussed at the meeting include the following:
 1. Closeout process
 2. Closeout Submittals
 3. Final Cleaning
 4. Project completion certification
 5. Outstanding Change Orders
 6. Contractor Certifications
 7. Warranties/Guarantees
 8. Record Documents (As-Builts)
 9. QC Documents
 10. Spare Parts
 11. Keys
 12. Owner Fixture, Furniture, and Equipment (FF&E) Schedule
 13. Operation and Maintenance Manuals
 14. Building Commissioning
 15. Owner Training
 16. Certificate of Occupancy
 17. Recycled Content Certification
 18. Deficiency List Process (Punch List)
 19. Unresolved Disputes and Claims
 20. Early Release of Retention
 21. Final Payment
 22. Demobilization Schedule
 23. Security
 - E. The Owner will prepare meeting minutes of the Closeout Conference and distribute minutes to the attendees.
 - F. Follow-up closeout meetings will occur at least monthly until Owner's Authorized Representative recommends Acceptance of the Project to the Board of Supervisors.
 - G. At a minimum, the Contractor will maintain notes for the Closeout Conference and all follow-up closeout meetings in the form of a Decision/Action Tracking Report.

1.05 CONTRACTOR'S LIST OF INCOMPLETE WORK

- A. Near the final completion of the entire Work of the Project, but not less than Ten (10) Days prior to anticipated date of Final Inspection, Contractor must conduct a detailed inspection of the Project, and submit a list of Incomplete Work with a schedule for final completion thereof to Owner's Project Manager.

- B. Within Ten (10) Days after receipt of Contractor's list of Incomplete Work and schedule for final completion, Owner's Project Manager will determine approximate dates for a Preliminary Walk-Through inspection and the Final Inspection. The Preliminary Walk-Through Inspection and Final Inspection will not be conducted until the entire Work of the Project is complete.

1.06 SPARE PARTS

- A. All Spare Parts required by the Contract Documents must be submitted to the Owner at least Ten (10) Days before Contractor's request for Final Inspection of the Work.

1.07 OPERATION AND MAINTENANCE DATA

- A. All Operations and Maintenance (O&M) Data required by the Contract Documents must be submitted as follows:
 1. Initial Submittal: Submit two (2) draft copies of each O&M manual at least fifteen (15) Days before certifying completion of the entire Work of the Project.
 2. Final Submittal: Submit four (4) copies of each O&M manual in final form no later than fifteen (15) Days after Contractor's certification that the entire Work of the Project is complete.
 3. Corrected Final Submittal: Correct or modify each O&M manual to comply with Owner's comments. Submit twelve (12) copies of each corrected Final Submittal within fifteen (15) Days of receipt of Owner's comments on the Final Submittal.

1.08 FINAL CLEANING

- A. Contractor must, before requesting the Preliminary Walk-Through Inspection perform a Final Cleaning of all Work areas and the Project Site including all areas associated with previously completed Milestones.

1.09 CONTRACTOR'S CERTIFICATION THAT ALL WORK OF THE PROJECT IS COMPLETE

- A. When the entire Work of the Project is complete and after the Contractor has performed the Final Cleaning, Contractor must so certify and request a Preliminary Walk-Through Inspection.
- B. Contractor's Certification must include a Contractor generated list of Deficient Work.
- C. Unless specifically exempted in writing by Owner's Project Manager, the Contractor's Project Completion Certification will be rejected if Incomplete Work items appear on the Contractor's list of Deficient Work.

1.10 PRELIMINARY WALK-THROUGH INSPECTION

- A. Within seven (7) Days of receipt of Contractor's certification that the entire Work of the Project is complete, Owner's Project Inspector will make a Preliminary Walk-through Inspection with Contractor to verify that the Project is complete and ready for Final Inspection.
- B. If Owner's Project Manager determines that the Work is not complete, Contractor will be notified in writing. Contractor must complete the Work and re-initiate procedures for another Preliminary Walk-Through Inspection. At Owner's discretion, any costs to Owner for additional Preliminary Walk-through Inspections may be changed to the Contractor.

1.11 FINAL INSPECTION

- A. If the Owner's Project Manager agrees with the Contractor's certification, the Final Inspection will occur with twenty-one (21) Days of the Contractor's certification of final completion of the entire Work of the Project.
- B. If Owner's Project Manager determines the completed Work is deficient, Contractor will be furnished with a Punchlist identifying the observed deficiencies in the completed Work. After all deficiencies have been corrected, Contractor must initiate procedures for another Final Inspection. If Contractor requests more than two (2) Final Inspections, at Owner's discretion, any costs to Owner for additional Final Inspections may be charged to the Contractor.

1.12 PROJECT RECORDS

- A. No later than 15 Days after Contractor's request for Final Inspection, Contractor must submit all required Project Records, including but not limited to:
 - 1. Copies of all Hazardous Waste Manifests signed by Toxic Substances Disposal Facilities ("TSDF's") and certificates of disposal .
 - 2. Contractor's certification of the minimum, if not exact, percentage of recycled content used in the performance of the Work. Submit four (4) copies.
 - 3. Summary of solid waste generated by the Contractor's operations. (Form 015150-F1) (See Document 01 51 50.1.05.B)
 - 4. Record Documents (As-Builts) (See Document 01 45 00.1.15.G, "Record Document Certification) (See Document 01 32 50.1.07, "Record Set").
 - 5. Executed Contractor's Warranty/Guarantee.
 - 6. Records of Contractor's Quality Control Plan and its implementation (See Document 01 45 00.1.14.J, "Records of Contractor's Quality Control Plan and its implementation.")
 - 7. Copies of the Contractor's survey records

1.13 FINAL PAYMENT APPLICATION (See Document 01 29 00.1.08.B, Final Payment Application)

- 1. After all Project Records have been submitted, Contractor must submit two (2) copies of their Final Payment Application with supporting Project closeout documentation including, but not limited, to the following:
 - a. Evidence of completion of Project closeout requirements.
 - b. Evidence that claims have been settled.
 - c. Other documents as required by the Owner.

1.14 RECOMMENDATION FOR ACCEPTANCE

- A. Owner's Authorized Representative will recommend that the Board of Supervisors formally Accept the Work if the Contractor has satisfactorily:
 - 1. Corrected all Deficient Work observed during the Final Inspection of the entire Work of the Project.
 - 2. Submitted all required Project Records
 - 3. Submitted satisfactory evidence to Owner that all payrolls, material bills and other indebtedness connected with said Work have been paid
 - 4. Submitted all other required Contract deliverables.

1.15 ACCEPTANCE OF THE WORK

- A. Acceptance of the Work will be made by the Board of Supervisors only in regular session and only after the Owner's Authorized Representative has recommended Acceptance.
- B. Depending on the Boards regular session schedule, Contractor's compliance with the Project closeout timeframes and other factors, Acceptance by the Board may not occur for many

- months after the physical Work of the Project is completed.
- C. Contractor must take special note that, unless otherwise stated in the Contract Documents, without regard to the date(s) items of Work were actually put into service, all Guarantees/Warrantees will commence on the date of Acceptance of the entire Work of the Project by the Board of Supervisors.
 - D. After the Board of Supervisors' formal Acceptance of the Work, the Clerk of the Board will record a Notice of Completion with the County Recorder.

1.16 FINAL PAYMENT

- A. Within thirty-five (35) Days after the date of recording of the Notice of Completion by the County Recorder, Owner's Project Manager will forward a request for Final Payment for the Work to the County Controller for payment.
- B. Owner will withhold from Final Payment such amounts that are in Dispute between Owner and Contractor, amounts subject to offset/setoff, and all other amounts that must be withheld by law (such as Stop Notice sums.)

PART 2 -PRODUCTS (Not Used)

PART 3 -EXECUTION (Not Used)

PART 4 -FORMS (Not Used)

END DOCUMENT 01 77 00