

**Certificates and Bonds to
Lease-Leaseback Documents**

And

**Division 1 Documents to
Lease-Leaseback Documents**

MT. DIABLO UNIFIED SCHOOL DISTRICT

Portable Replacement/Middle School Science Classrooms AT:

**BEL AIR ELEMENTARY SCHOOL
EL DORADO MIDDLE SCHOOL
FOOTHILL MIDDLE SCHOOL
RIVERVIEW MIDDLE SCHOOL/GATEWAY NECESSARY SMALL HIGH SCHOOL
HIDDEN VALLEY ELEMENTARY SCHOOL
MT. DIABLO ELEMENTARY SCHOOL
OAK GROVE MIDDLE SCHOOL
OLYMPIC HIGH SCHOOL
YGNACIO VALLEY ELEMENTARY SCHOOL**

**Mt. Diablo Unified School District
and
Taber Construction, Inc.**

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY DEVELOPER

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

_____ being first duly sworn

deposes and says that he or she is _____

of _____.

the Developer making the foregoing Contract or previous proposals related to the Contract, that the Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Contract is genuine and not collusive or sham; that the Developer has not directly or indirectly induced or solicited any other contractor to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the Developer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix its proposal or the Contract price of the Developer or any other contractor, or to fix any overhead, profit, or cost element of the proposal or the Contract price, or of that of any other contractor, or to secure any advantage against the District of anyone interested in the proposed Contract; that all statements contained in its proposal and Contract are true; and, further, that the Developer has not, directly or indirectly, submitted his or her proposal or the Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal or Contract.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information in this Noncollusion Affidavit is true and correct.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

- 1 By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- 2 By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

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

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under the Contract.)

END OF DOCUMENT

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the Project including, without limitation, the labor compliance program, if in use on this Project.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FORM

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district on projects that receive state funding.

1. **Disabled Veteran Business Enterprise.** A DVBE is a business enterprise certified by the California Office of Small Business as a DVBE.
2. **DVBE Participation Policy.** The District is committed to achieving this DVBE participation goal. The District encourages Developer to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract.
3. **DVBE Participation Goal.** The three percent (3%) participation goal is not a quota, set-aside or rigid proportion.
4. **Certification of Participation.** At the time of execution of the Contract, the Developer will provide a statement to the District of anticipated participation of DVBEs in the contract.
5. **Submission of Report.** During performance of the Contract, Developer shall monitor the Work of the Contract, award of subcontracts and contracts for materials, equipment and supplies for the purpose of determining DVBE participation in the Work of the Contract.
 - a) Developer shall report on a monthly basis all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - b) Upon completion of the Work of the Contract, Developer shall submit a report to the District in the form attached hereto identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each DVBE, and the dollar value of the Work performed by each DVBE.
 - i) The submission to the District of this report is a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of this report shall be in addition to, and not in lieu of, any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment.
 - ii) The District reserves the right to request additional information or documentation from the Developer evidencing efforts to comply with the three percent (3%) DVBE participation goal.

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is required from the Developer pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Developer shall certify that it will provide a drug-free workplace by doing all of the following:

- 1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- 2 Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
- 3 Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FORM

TOBACCO-FREE ENVIRONMENT CERTIFICATION

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

I acknowledge that I am aware of the District’s policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm’s employees, agents, subcontractors, or my firm’s subcontractors’ employees or agents to use tobacco and/or smoke on the Project site.

Date: _____

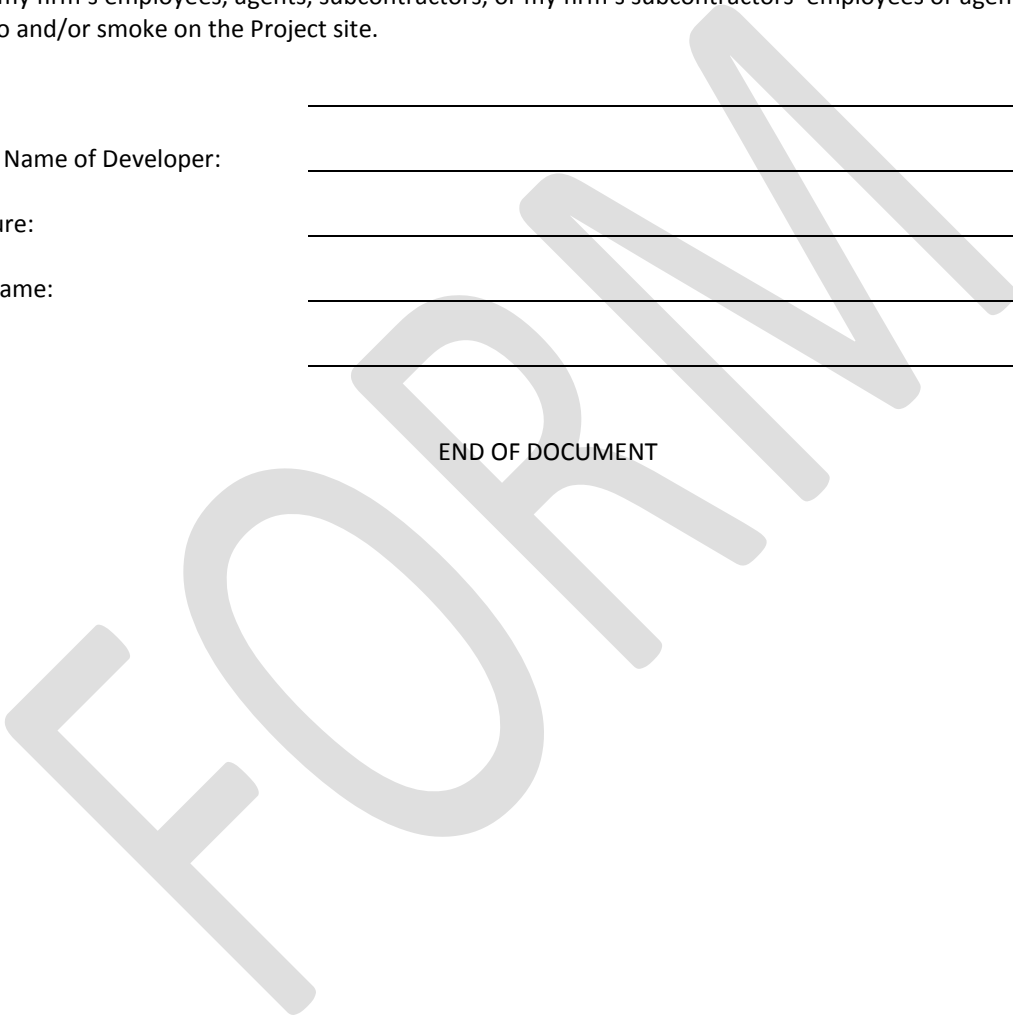
Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT



HAZARDOUS MATERIALS CERTIFICATION

1. Developer hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations (“New Hazardous Material”), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Developer's work on the Project for District.
2. Developer further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District’s determination. The costs of any such tests shall be paid by Developer if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing “New Hazardous Material” will be immediately rejected and this Work will be removed at Developer's expense at no additional cost to the District.
6. Developer has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

In addition to the requirement to provide this certification, Developer agrees that it shall provide all documentation requested by the District to confirm compliance with the requirements herein.

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to the Developer that:

- (1) The Developer's work may disturb lead-containing building materials.
- (2) The Developer must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Developer and its employees will be providing services for the District, and because the Developer's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 3224 1.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to that regulation. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. It includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;

- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Developer, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

The Developer must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Developer, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The requirements apply to all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Developer's Liability

If the Developer fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Developer will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Developer to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Developer to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Developer shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Developer.

The Developer hereby acknowledges, under penalty of perjury, that it:

1. Has received notification of potential lead-based materials on the District's property;
2. Is knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

The undersigned warrants that he/she has the authority to sign on behalf of and bind the Developer. The District may require proof of such authority.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

This form shall be executed by Developer and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and the requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

To the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of: Delivery Firm/Transporter Supplier Manufacturer
 Wholesaler Broker Retailer
 Distributor Other _____

Type of Entity: Corporation General Partnership
 Limited Partnership Limited Liability Company
 Sole Proprietorship Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

In addition to the requirement to provide this certification, Developer agrees that it shall provide all documentation requested by the District to confirm compliance with the requirements herein.

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

The undersigned does hereby certify to the governing board of the District that (1) he/she is a representative of the Developer, (2) he/she is familiar with the facts herein certified, (3) he/she is authorized and qualified to execute this certificate on behalf of Developer; and (4) that the following is true and correct:

1. **Education Code.** Developer has taken at least one of the following actions with respect to the Project (check all that apply):

_____ The Developer has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Developer's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Developer's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Developer has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Developer's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Developer certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Developer who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Developer's employees and its subcontractors' employees is: **Name:** _____
Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Developer that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

Developer's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Developer.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING CONTRACT FINANCIAL INTEREST CERTIFICATION (Public Contract Code § 3006)

I, _____, _____
Name Name of Developer

certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I _____, _____
Name Name of Developer

certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____
Name Name of Developer

have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____

Proper Name of Developer: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LABOR COMPLIANCE PROGRAM
INFORMATION AND FORMS

The Developer shall comply with the labor compliance program (LCP) that is in effect on this Project which shall either be a District-operated program or the DIR's CMU (see below).

Effective January 1, 2012, the California Department of Industrial Relations (DIR) began operating a labor Compliance Monitoring Unit or "CMU" to monitor and enforce prevailing wage requirements on public works projects that receive state bond funding and on other projects that are legally required to use the CMU. (More information available at: <https://www.dir.ca.gov/dlse/cmu/cmu.html>.)

1. To monitor prevailing wage requirements on District projects, all contractors (including all subcontractors of every tier) must submit their certified payroll data directly to the DIR. The DIR has utilized a third party vendor to provide the electronic certified payroll service – "My LCM". Contractor payroll data can be entered manually or uploaded from major construction accounting and payroll programs into the electronic certified payroll reporting (My LCM) service at the DIR.
2. The service must be used by all awarding bodies and contractors for projects subject to CMU monitoring and enforcement for contracts awarded on or after January 1, 2012. A link is established for electronic certified payroll at <https://app.mylcm.com>. The site includes step-by-step instructions on how to assign contractors, manage employee profiles and submit payroll reports. (More information available at: [https://www.dir.ca.gov/dlse/cmu/How do I file electronic payroll reports.html](https://www.dir.ca.gov/dlse/cmu/How_do_I_file_electronic_payroll_reports.html).)

END OF DOCUMENT

PERFORMANCE BOND (100% of Contract Price)
(Note: Developer must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Mt. Diablo Unified School District** ("District") and _____
_____, ("Principal") have entered into a contract for the furnishing of all materials
and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and
firmly bound unto the Board of the District in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, for the payment of which sum well and
truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and
severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the
Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors,
administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform
the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided,
on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual
guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its
trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it
shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a
period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall
continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the
District from loss or damage resulting from or caused by defective materials or faulty workmanship. The
obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein
shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity,
including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or
addition to the terms of the Contract or to the Work to be performed thereunder 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 Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Attention: _____

Telephone No.: (____) _____ - _____

Fax No.: (____) _____ - _____

E-mail Address: _____

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

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)
(Note: Developer must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Mt. Diablo Unified School District** (or "District") and _____
_____, ("Principal") have entered into a contract for the furnishing of all materials and labor,
services and transportation, necessary, convenient, and proper to

_____ (Project Name)
("Project" or "Contract")

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

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

NOW, THEREFORE, the Principal and _____, ("Surety") are held and
firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

_____ DOLLARS

(\$ _____), lawful money of the United States, being a sum not less than the total
amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or
addition to the terms of the Contract or to the Work to be performed thereunder 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 Contract Documents or to the Work.

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

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

END OF DOCUMENT

**Division 1 Documents
to
Lease-Leaseback Documents**

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COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

- 1.1.1. Coordination Responsibilities of the Developer
- 1.1.2. Field Engineering Responsibilities of the Developer
- 1.1.3. Preconstruction Conference.
- 1.1.4. Progress Meetings.
- 1.1.5. Pre-Installation Conferences.
- 1.1.6. Post Construction Dedication.

1.2. COORDINATION RESPONSIBILITIES OF THE CONTRACTOR

- 1.2.1. Coordinate scheduling, submittals, and Work of the Specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- 1.2.2. Prior to commencement of a particular type or kind of work examine relevant information, contract documents, and subsequent data issued to the Project.
- 1.2.3. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- 1.2.4. Closing up of holes, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.5. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- 1.2.6. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- 1.2.7. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating, or installing any of the elements required to be coordinated.
- 1.2.8. Closing up of walls, partitions or furred spaces, backfilling, and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.
- 1.2.9. Coordinate completion and clean up of Work of separate sections in preparation for completion and for portions of work designated for District's occupancy.
- 1.2.10. After District occupancy of Project, coordinate access to Site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of District's activities.
- 1.2.11. Coordinate all utility company work in accordance with the Contract Documents.

1.3. FIELD ENGINEERING RESPONSIBILITIES OF THE CONTRACTOR

- 1.3.1. Developer shall employ a Land Surveyor registered in the State of California and acceptable to the Construction Manager.
- 1.3.2. Control datum for survey is that established by District provided survey. Developer to locate and protect survey control and reference points.
- 1.3.3. Replace dislocated survey control points based on original survey control.
- 1.3.4. Provide field engineering services. Establish elevations, lines, and levels utilizing recognized engineering survey practices.
- 1.3.5. Upon completion of Work, submit certificate signed by the Land Surveyor, that

elevations and locations of Work are in conformance with Contract Documents. Record deviations on Record Drawings.

1.4. PRECONSTRUCTION CONFERENCE

- 1.4.1. Construction Manager or Project Engineer will schedule a conference immediately after receipt of fully executed Contract Documents prior to Project mobilization.
- 1.4.2. Mandatory Attendance: Construction Manager, Project Engineer, Inspector of Record, Architect of Record, Developer, Developer's Project Manager, and Developer's Job/Project Superintendent.
- 1.4.3. Optional Attendance: Architect's consultants, subcontractors, and utility company representatives.
- 1.4.4. Construction Manager shall preside at conference and shall prepare and record minutes and distribute copies.
- 1.4.5. Agenda:
 - 1.4.5.1. Execution of District-Developer Agreement.
 - 1.4.5.2. Issue Notice to Proceed.
 - 1.4.5.3. Submission of executed bonds and insurance certificates.
 - 1.4.5.4. Distribution of Contract Documents.
 - 1.4.5.5. Submission of list of Subcontractors, list of Products, Schedule of Values, and Progress Schedule.
 - 1.4.5.6. Designation of responsible personnel representing the parties.
 - 1.4.5.7. Procedures for processing Construction Directives and Change Orders.
 - 1.4.5.8. Procedures for Request for Information.
 - 1.4.5.9. Procedures for testing and inspecting.
 - 1.4.5.10. Procedures for processing applications for payment.
 - 1.4.5.11. Procedures for Project closeout.
 - 1.4.5.12. Use of Premises.
 - 1.4.5.13. Work restrictions.
 - 1.4.5.14. District's occupancy requirements or options.
 - 1.4.5.15. Responsibility for temporary facilities and controls.
 - 1.4.5.16. Construction waste management and recycling.
 - 1.4.5.17. Parking availability.
 - 1.4.5.18. Office, work and storage areas.
 - 1.4.5.19. Equipment deliveries and priority.
 - 1.4.5.20. Security.
 - 1.4.5.21. Progress cleaning.

1.5. PROGRESS MEETINGS

- 1.5.1. Construction Manager shall schedule and administer meetings throughout progress of the Work at a minimum of every week.
- 1.5.2. Construction Manager or Project Engineer will make arrangements for meetings, prepare agenda, and preside at meetings. Construction Manager shall record minutes (Field Reports), and distribute copies.
- 1.5.3. Attendance Required: Project Manager, Job Superintendent, Construction Manager, Project Engineer, Project Inspector (Inspector of Record), Architect of Record, Subcontractors, and suppliers as appropriate to agenda topics for each meeting.
- 1.5.4. Agenda:
 - 1.5.4.1. Review minutes of previous meetings. (Field Reports)
 - 1.5.4.2. Safety, and jobsite visits
 - 1.5.4.3. Review of Work progress.
 - 1.5.4.4. Field observations, problems, and decisions.
 - 1.5.4.5. Identification of problems which impede planned progress.
 - 1.5.4.6. Review of submittals schedule and status of submittals.
 - 1.5.4.7. Review of off-site fabrication and delivery schedules.

- 1.5.4.8. Maintenance of construction schedule.
- 1.5.4.9. Corrective measures to regain projected schedules.
- 1.5.4.10. Planned progress during succeeding work period.
- 1.5.4.11. Coordination of projected progress.
- 1.5.4.12. Maintenance of quality and work standards.
- 1.5.4.13. Effect of proposed changes on progress schedule and coordination.
- 1.5.4.14. Other business relating to Work.

1.5.5. District has authority to schedule meetings other than those listed, as necessary.

1.6. PRE-INSTALLATION CONFERENCES

When required in individual specification section, or requested by the District Developer shall convene a pre-installation conference prior to commencing work of the section. Refer to individual specification section for timing requirements of conference.

- 1.6.1. Developer shall require his/her subcontractors and suppliers directly affecting, or affected by, work of the specific section to attend.
- 1.6.2. Notify the Construction Manager, Project Engineer, Inspector of Record, and Architect of Record four (4) days in advance of meeting date.
- 1.6.3. The pre-installation conference may coincide with a regularly scheduled progress meeting.
- 1.6.4. Developer shall prepare agenda, preside at conference, record minutes, and distribute copies within two (2) days after conference to participants.
- 1.6.5. The purpose of the meeting will be to review Contract Documents, conditions of installation, preparation and installation procedures, and coordination with related work and manufacturer's recommendations.
- 1.6.6. Pre-installation Schedule: As a minimum, Work being installed under the Contract Documents technical sections will require pre-installation conferences. Developer shall review the technical specifications and add all additional requirements for pre-installation meetings contained in those sections.

1.7. POST CONSTRUCTION DEDICATION

- 1.7.1. Attendance Required: Project Superintendent, Developer, Project Manager, major subcontractors, Construction Manager, Project Engineer, Inspector of Record, and Architect of Record.
- 1.7.2. Preparation prior to Dedication: Developer and appropriate subcontractors and suppliers shall:
- 1.7.3. Assist District in operation of mechanical devices and systems.
 - 1.7.3.1. Verify operation and adjust controls for communication systems.
 - 1.7.3.2. Assist District in operation of lighting systems.

END OF DOCUMENT

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

- 1.1.1. Construction Planning and Scheduling Manual - A Manual for General Developers and the Construction Industry, The Associated General Developers of America (AGC).
- 1.1.2. CSI - Construction Specifications Institute MP-2-1 Master Format.
- 1.1.3. U.S. National Weather Service - Local Climatological Data.

1.2. PERFORMANCE REQUIREMENTS

- 1.2.1. All Developer's schedules shall comply with the baseline and milestones as indicated in the draft "Program Schedule" the District provided as a draft **Exhibit "F"** to the Facilities Lease.
- 1.2.2. Ensure adequate scheduling during construction activities so Work may be prosecuted in an orderly and expeditious manner within stipulated Contract Time.
- 1.2.3. Ensure coordination of Developer and subcontractors at all levels.
- 1.2.4. Ensure coordination of submittals, fabrication, delivery, erection, installation, and testing of Products, materials and equipment.
- 1.2.5. Ensure on-time delivery of District furnished Products, materials and equipment.
- 1.2.6. Ensure coordination of jurisdictional reviews.
- 1.2.7. Prepare applications for payment.
- 1.2.8. Monitor progress of Work.
- 1.2.9. Prepare proper requests for changes to Contract Time.
- 1.2.10. Prepare proper requests for changes to Construction Schedule.
- 1.2.11. Assist in detection of schedule delays and identification of corrective actions.

1.3. QUALITY ASSURANCE

- 1.3.1. Perform scheduling work in accordance with Construction Planning and Scheduling Manual published by the AGC.
- 1.3.2. Maintain one copy of Construction Planning and Scheduling Manual on Site.
- 1.3.3. In the event of discrepancy between the AGC publication and the Contract Documents, provisions of the Contract Documents shall govern.

1.4. QUALIFICATIONS

- 1.4.1. **Scheduler:**
 - 1.4.1.1. Developer shall retain a construction scheduler to work in enough capacity to perform all of the Developer's requirements to prepare the Construction Schedule. The Scheduler shall plan, coordinate, execute, and monitor a cost/resource loaded critical path method (CPM) schedule as required for Project and have a minimum of five (5) years direct experience using CPM.
 - 1.4.1.2. Scheduler will cooperate with District and shall be available on site for monitoring, maintaining and updating schedules in a timely manner.
 - 1.4.1.3. District has the right to reject the Scheduler based upon a lack of experience as required by this Document or based on lack of performance and timeliness of schedule submittals/fragnets on past projects. Developer shall within seven (7) calendar days of District's rejection, propose another scheduler who meets the experience requirements stated above.
- 1.4.2. **Administrative Personnel:** Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

- 1.5.1. Submission of submittals pursuant to "Developer's Submittals And Schedules" in Exhibit "D." Adobe "PDF" files are not acceptable.
- 1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.

- 1.5.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed delay.
- 1.5.4. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.
- 1.5.5. Submit job cost reports when demanded by the District.
- 1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.
- 1.5.7. Submit large format plotted schedules monthly or at the request of the District or Construction Manager.

1.6. REVIEW AND EVALUATION

- 1.6.1. Developer shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.
- 1.6.2. Within seven (7) days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
- 1.6.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
- 1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any progress payments.
- 1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.
- 1.6.6. Review and acceptance by District and Construction Manager of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.

1.7. FORMAT

- 1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
- 1.7.2. **Listings:** Reading from left to right, in ascending order for each activity.
- 1.7.3. **Diagram Size:** 42 inches maximum height x width required.
- 1.7.4. **Scale and Spacing:** To allow for legible notations and revisions.
- 1.7.5. Illustrate order and interdependence of activities and sequence of Work.
- 1.7.6. Illustrate complete sequence of construction by activity.
- 1.7.7. Provide legend of symbols and abbreviations used.

1.8. COST AND SCHEDULE REPORTS

- 1.8.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity:
 - 1.8.1.1. Description.
 - 1.8.1.2. Interface with outside contractors or agencies.
 - 1.8.1.3. Number.
 - 1.8.1.4. Preceding and following number.
 - 1.8.1.5. Duration.
 - 1.8.1.6. Earliest start date, earliest finish date.
 - 1.8.1.7. Actual start date, actual finish date.
 - 1.8.1.8. Latest start date, latest finish date.
 - 1.8.1.9. Total and free float.
 - 1.8.1.10. Identification of critical path activity.
 - 1.8.1.11. Monetary value keyed to Schedule of Values.
 - 1.8.1.12. Manpower requirements.
 - 1.8.1.13. Responsibility.

- 1.8.1.14. Percentage complete.
- 1.8.1.15. Variance positive or negative.
- 1.8.2. **Cost Report:** Tabulate each activity of network diagram and identify for each activity:
 - 1.8.2.1. Description.
 - 1.8.2.2. Number.
 - 1.8.2.3. Total cost.
 - 1.8.2.4. Percentage complete.
 - 1.8.2.5. Value prior to current period.
 - 1.8.2.6. Value this period.
 - 1.8.2.7. Value to date.
- 1.8.3. **Required Sorts:** List activities in sorts or groups:
 - 1.8.3.1. By activity number.
 - 1.8.3.2. By amount of float time in order of early start.
 - 1.8.3.3. By responsibility in order of earliest start date.
 - 1.8.3.4. In order of latest start dates.
 - 1.8.3.5. In order of latest finish dates.
 - 1.8.3.6. Application for payment sorted by Schedule of Values.
 - 1.8.3.7. Listing of activities on critical path.
- 1.8.4. Listing of basic input data which generates schedule.

1.9. CONSTRUCTION SCHEDULE

- 1.9.1. Developer shall develop and submit a cost loaded preliminary schedule of construction (or Preliminary Construction Schedule) as required by this Document and the Contract Documents. It shall be submitted in computer generated network format and shall be organized by Activity Codes representing the Developer's intended sequencing of the Work, and with time scaled network diagrams of activities. The Preliminary Construction Schedule shall include activities such as mobilization, preparation of submittals, specified review periods, procurement items, fabrication items, milestones, and all detailed construction activities.
- 1.9.2. Upon District's acceptance of the Preliminary Construction Schedule, Developer shall update the accepted Preliminary Construction Schedule until Developer's Construction Schedule is fully developed and accepted. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task, all contract milestones and each milestone's completion date(s) as may be required by the District, and the date of Project Completion. Since updates to the Construction Schedule are the basis for payment to Developer, submittal and acceptance of the Construction Schedule and updates shall be a condition precedent to making of monthly payments, as indicated in the General Construction Provisions (Exhibit "D" to the Facilities Lease).
- 1.9.3. Failure to submit an adequate or accurate Preliminary Construction Schedule, Construction Schedule, updates thereto or failure to submit on established dates, will be considered a breach of Contract.
- 1.9.4. Failure to include any activity shall not be an excuse for completing all Work by required Completion Date.
- 1.9.5. Activities of long intervals shall be broken into increments no longer than fourteen (14) days or a value over \$20,000.00 unless approved by the District or it is non-construction activity for procurement and delivery.
- 1.9.6. The Construction Schedule shall comply with the following and include the following:
 - 1.9.6.1. Provide a written narrative describing Developer's approach to mobilization, procurement, and construction during the first thirty (30) calendar days including crew sizes, equipment and material delivery, Site access, submittals, and permits.

- 1.9.6.2. Shall designate critical path or paths.
- 1.9.6.3. Procurement activities to include mobilization, shop drawings and sample submittals.
- 1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.
- 1.9.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction, procurement and delivery.
- 1.9.6.6. Approximate cost and duration of each activity.
- 1.9.6.7. Shall contain seasonal weather considerations.
- 1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
- 1.9.6.9. Conform to mandatory dates specified in the Contract Documents.
- 1.9.6.10. Developer shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Contract Documents, including "Computation of Time / Adverse Weather" in Exhibit "D" , and will be calculated from the Notice to Proceed until the Completion.
- 1.9.6.11. Level of detail shall correspond to complexity of work involved.
- 1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
- 1.9.6.13. Designate critical path or paths.
- 1.9.6.14. Subcontractor work at all levels shall be included in schedule.
- 1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.
- 1.9.6.16. Shall be logical and show a coordinated plan of Work.
- 1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.
- 1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- 1.9.6.19. Shall show description, duration and float for each activity.
- 1.9.7. **Activity.** An activity shall meet the following criteria:
 - 1.9.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 1.9.7.3. Responsibility shall be identified with a single performing entity.
 - 1.9.7.4. Additional codes shall identify building, floor, and CSI classification.
 - 1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
 - 1.9.7.6. Each activity shall have manpower-loading assigned.
 - 1.9.7.7. Major construction equipment shall be assigned to each activity.
 - 1.9.7.8. Activities labeled start, continue or completion are not allowed.
- 1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:
 - 1.9.8.1. Preparation of shop drawings and sample submissions.
 - 1.9.8.2. Review of shop drawings and samples.
 - 1.9.8.3. Finish and color selection.
 - 1.9.8.4. Fabrication and delivery.

- 1.9.8.5. Erection or installation.
- 1.9.8.6. Testing.
- 1.9.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.

1.10. SHORT INTERVAL SCHEDULE

- 1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Developer shall ensure that it accurately reflects the current progress of the Work.
- 1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- 1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.
- 1.10.4. Provide continuous heavy vertical line identifying first day of week.
- 1.10.5. Provide continuous subordinate vertical line identifying each day of week.
- 1.10.6. Identify activities by same activity number and description as Construction Schedule.
- 1.10.7. Show each activity in proper sequence.
- 1.10.8. Indicate graphically sequences necessary for related activities.
- 1.10.9. Indicate activities completed or in progress for previous two (2) week period.
- 1.10.10. Indicate activities scheduled for succeeding two (2) week period.
- 1.10.11. Further detail may be added if necessary to monitor schedule.

1.11. REQUESTED TIME ADJUSTMENT SCHEDULE

- 1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
- 1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Architect.
- 1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
- 1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
- 1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
- 1.11.6. Schedule shall be a time-scaled network analysis.
- 1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
- 1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
- 1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.
- 1.11.10. Failure of subcontractors shall not be justification for an extension of time.
- 1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.
- 1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall **not** be allowed without the prior written permission of the District.
- 1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
- 1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
- 1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification

requirements of Contract for time extension requests.

- 1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.

1.12. RECOVERY SCHEDULE

- 1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule shall be submitted.
- 1.12.2. Developer shall prepare and submit to the District a Recovery Schedule at any time requested by the District, at no cost to the District.
- 1.12.3. Form and detail shall be sufficient to explain and display how activities will be rescheduled to regain compliance with Construction Schedule and to complete the Work by the Completion Date.
- 1.12.4. Maximum duration shall be one (1) month and shall coincide with payment period.
- 1.12.5. Ten (10) days prior to expiration of Recovery Schedule, Developer shall have to show verification to determine if activities have regained compliance with Construction Schedule. Based upon this verification the following will occur:
 - 1.12.5.1. Supplemental Recovery Schedule will be submitted to address subsequent payment period
 - 1.12.5.2. Construction Schedule will be resumed.

1.13. UPDATING SCHEDULES

- 1.13.1. Review and update schedule at least ten (10) days prior to submitting an Application for Payment.
- 1.13.2. Maintain schedule to record actual prosecution and progress.
- 1.13.3. Identify approved Change Orders which affect schedule as separate new activities.
- 1.13.4. No other revisions shall be made to schedule unless authorized by District.
- 1.13.5. **Written Narrative Report:** Developer shall include a written report to explain the Monthly Schedule Update. The narrative shall, at a minimum include the following headings with appropriate discussions of each topic:
 - 1.13.5.1. Activities or portions of activities completed during previous reporting period.
 - 1.13.5.2. Actual start dates for activities currently in progress.
 - 1.13.5.3. Deviations from critical path in days ahead or behind.
 - 1.13.5.4. List of major construction equipment used and any equipment idle.
 - 1.13.5.5. Number of personnel by craft engaged on Work during reporting period.
 - 1.13.5.6. Progress analysis describing problem areas.
 - 1.13.5.7. Current and anticipated delay factors and their impact.
 - 1.13.5.8. Proposed corrective actions and logic revisions for Recovery Schedule.
 - 1.13.5.9. Proposed modifications, additions, deletions and changes in logic of Construction Schedule.
 - 1.13.5.10. In updating the Schedule, Developer shall not modify Activity ID numbers, schedule calculation rules/criteria, or the Activity Coding Structure required.
- 1.13.6. Schedule update will form basis upon which progress payments will be made.
- 1.13.7. District will not be obligated to review or process Application for Payment until schedule and Progress Report have been submitted.

1.14. DISTRIBUTION

- 1.14.1. Following joint review and acceptance of updated schedules distribute copies to District, Architect, and all other concerned parties.
- 1.14.2. Instruct recipients to promptly report in writing any problem anticipated by projections shown in schedule.

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

Developer shall utilize District approved software for scheduling software and shall employ the Critical Path Method (CPM) in the development and maintenance of the Construction Schedule. The scheduling software shall be capable of being resource loaded with manpower, costs and materials. It shall also be capable of generating time-scaled logic diagrams, resource histograms and profiles, bar charts, layouts and reports with any and/or all activity detail.

2.2. ELECTRONIC DATA

Provide compact disk(s) that contain a back-up of the Proposed Baseline Schedule data on it. The electronic P6 files shall be saved in “.XER” type format.

END OF DOCUMENT

FORM

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF PRIMAVERA

1.1.1. DEVELOPER SHALL UTILIZE DISTRICT APPROVED SOFTWARE FOR THE SUBMITTAL PROCESS.

- 1.1.2. Developer shall transmit each submittal in conformance with requirements of this Document. For each submittal, Developer shall:
 - 1.1.2.1. Sequentially number the transmittal forms. Resubmitted submittals must have the original number with an alphabetic suffix;
 - 1.1.2.2. Identify Project and Architect's project number, Developer, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate;
 - 1.1.2.3. Apply Developer's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. Submittals without Developer's stamp and signature will be returned without review.
- 1.1.3. Coordinate preparation and processing of submittals with performance of Work. Transmit each submittal sufficiently in advance of performance of Work to avoid delay.
 - 1.1.3.1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 1.1.3.2. Coordinate transmittal of different types of submittals for related parts of Work so processing will not be delayed because of the need to review submittals concurrently for coordination.
 - 1.1.3.3. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- 1.1.4. Comply with Contract Documents for list of submittals and time requirements for scheduled performance of Work.
- 1.1.5. No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.
- 1.1.6. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.
- 1.1.7. Provide space for Developer and Architect review stamps.
- 1.1.8. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- 1.1.9. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- 1.1.10. Submittals not requested will not be recognized or processed. Submittals not requested will be returned without review.

1.2. SHOP DRAWINGS

- 1.2.1. Do not reproduce Contract Documents or copy standard information as the basis of shop drawings. Standard information prepared without specific reference to the Project is not a shop drawing.
- 1.2.2. Do not use or allow others to use Shop Drawings which have been submitted and have been rejected.

1.3. ELECTRONIC SUBMITTAL PROCESS

1.3.1. Submittal Procedure for Large Format shop drawings.

- 1.3.1.1. Developer shall provide six (6) paper copies and of the large format Shop Drawings directly to the District and the Construction Manager (CM) and

Developer will provide an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) using the District approved software/program.

- 1.3.1.2. Developer shall verify that the Schedule of Submittals and all submittal log(s) are accurate and up to date.
- 1.3.1.3. The District and Architect will review and markup each Submittal and provide changes to Developer for Developer's incorporation into the Submittal.
- 1.3.1.4. This process will continue until the Developer has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.1.5. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Developer and the Developer will closeout that one Submittal.
- 1.3.1.6. Developer shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) and using the District approved software/program.

1.3.2. Product Data, Calculations and Small Format Drawings

- 1.3.2.1. Developer shall upload/post one (1) electronic copy (from manufacturer's website or pre-scanned) of the product literature, data, calculations, and/or small format shop drawings using the District approved software/program with a Transmittal (with a detailed description of the submittal) directly to the CM.
- 1.3.2.2. The District and Architect will review and markup each Submittal and provide changes to Developer for Developer's incorporation into the Submittal.
- 1.3.2.3. This process will continue until the Developer has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.2.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Developer and the Developer will closeout that one Submittal.
- 1.3.2.5. Developer shall send one (1) copy of the completed record submittal of the large format documents to a vendor for scanning and posting using the District approved software/program.

1.3.3. Sample Submittal Procedure – (Product / Assembly Samples)

- 1.3.3.1. Developer shall provide four (4) physical samples directly to the District and the CM and Developer will provide an electronic transmittal (with a detailed description of the submittal including the subject, specification number and number of drawings) using the District approved software/program.
- 1.3.3.2. The District and Architect will review and markup each Submittal and provide changes to Developer for Developer's incorporation into the Submittal.
- 1.3.3.3. This process will continue until the Developer has provided a Submittal that is acceptable to the District and the Architect.
- 1.3.3.4. Once a Submittal is accepted, the District will provide a final accepted Submittal to the Developer and the Developer will closeout that one Submittal.
- 1.3.3.5. Developer shall send one (1) copy of the completed record submittal of the large format documents to a vendor (Ford Graphics is suggested) for using the District approved software/program.

1.4. PRODUCT DATA

In addition to the above requirements, mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

1.5. SAMPLES

- 1.5.1. In addition to the above requirements, submit samples to illustrate functional and aesthetic characteristics of the Product in accordance with this Document, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- 1.5.2. Where specific colors or patterns are not indicated, provide materials and products specified in the full range of color, texture and pattern for selection by District. Range shall include standard stocked color/texture/pattern, standard color/texture/pattern

not stocked, but available from manufacturer, and special color/ texture/pattern available from manufacturer as advertised in product data and brochures. Unless otherwise indicated in individual specification sections, District may select from any range at no additional cost to District.

- 1.5.3. Include identification on each sample, with full Project information.
- 1.5.4. Submit the number of samples that Developer requires, plus one that will be retained by Architect and one by District.
- 1.5.5. Reviewed samples which may be used in the Work are indicated in individual specification Sections.

1.6. MANUFACTURER'S INSTRUCTION

- 1.6.1. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- 1.6.2. Identify conflicts between manufacturers' instructions and Contract Documents.

1.7. MANUFACTURER'S CERTIFICATES

- 1.7.1. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- 1.7.2. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.
- 1.7.3. Certificates may be recent or previous test results on material or Product, but must be acceptable to District.

1.8. MOCK-UP

- 1.8.1. Where indicated, provide mock-ups as required. Mock-ups shall be prepared per the specifications and shall accurately and reasonably represent the quality of construction the Developer will provide. If the mock-up or portions thereof do not adequately represent the quality of the work specified, the Developer shall modify it as needed.
- 1.8.2. Once completed to the District's satisfaction, the mock-up shall serve as the standard of quality for the work.
- 1.8.3. All mock-ups, at District's option, shall remain the property of the District. If not required by the District, Developer shall remove and dispose of the mock-up.
- 1.8.4. Where indicated, on-site mock-ups, if accepted, may be integrated into the Work.

1.9. DEFERRED APPROVAL REQUIREMENTS

- 1.9.1. Installation of deferred approval items shall not be started until detailed plans, specifications, and engineering calculations have been accepted and signed by the Architect or Engineer in general responsible charge of design and signed by a California registered Architect or professional engineer who has been delegated responsibility covering the work shown on a particular plan or specification and approved by the Division of the State Architect (DSA). Deferred approval items for this Project are as indicated in the Contract Documents.
- 1.9.2. Deferred approval drawings and specifications become part of the approved documents for the Project when they are submitted to and approved by DSA.
- 1.9.3. Submit material using electronic submittal process as defined above.
- 1.9.4. Identify and specify all supports, fasteners, spacing, penetrations, etc., for each of the deferred approval items, including calculations for each and all fasteners.
- 1.9.5. Submit documents to Architect for review prior to requesting that the Architect forward it to the DSA.
- 1.9.6. Documents shall bear the stamp and signature of the Structural, Mechanical, or Electrical Engineer licensed in California who is responsible for that work.
- 1.9.7. Architect and its subconsultants will review the documents only for conformance with design concept. The Architect will then forward the Submittal to DSA for approval.
- 1.9.8. Developer shall respond to review comments made by DSA and revise and resubmit submittal to the Architect for re-submittal to DSA for final approval.

END OF DOCUMENT

FORM

REGULATORY REQUIREMENTS

1. GENERAL

1.1. DESCRIPTION

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.2. REQUIREMENTS OF REGULATORY AGENCIES

- 1.2.1. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into the Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Developer shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations (C.C.R.).
- 1.2.2. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, C.C.R., and the most current version on the date the Contract is executed and as it pertains to school construction including, without limitation:
 - 1.2.2.1. Test and testing laboratory pursuant to Section 4-335 (District shall pay for the testing laboratory).
 - 1.2.2.2. All special inspections pursuant to Section 4-333(d).
 - 1.2.2.3. Developer shall submit verified reports pursuant to Section 4-336 & 4-343(c).
 - 1.2.2.4. Administration
 - 1.2.2.4.1. Duties of the Architect and Engineers shall be pursuant to Section and 4-341.
 - 1.2.2.4.2. Duties of Developer shall be pursuant Section 4-343.
 - 1.2.2.4.3. Verified Reports shall be pursuant to Section 4-336.
 - 1.2.2.5. Developer shall keep and make available a copy of Part 1 and 2 of the most current version of C.C.R., Title 24 at the Site during construction.
 - 1.2.2.6. Developer shall notify the Division of State Architect (DSA) upon the start of construction pursuant to Section 4-331.
 - 1.2.2.7. Addenda and Change Orders shall be pursuant to Section 4-338.
- 1.2.3. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be pursuant to Title 24 requirements to the DSA.
 - 1.2.3.1. Building Standards Administrative Code, C.C.R., Title 24, Part 1..
 - 1.2.3.2. California Building Code (CBC), C.C.R., Title 24, Part 2.; (Uniform Building code volumes 1-3 and California Amendments).
 - 1.2.3.3. California Electrical Code (CEC), C.C.R., Title 24, Part 3 ; (National Electrical Code and California Amendments).
 - 1.2.3.4. California Mechanical Code (CMC), C.C.R., Title 24, Part 4 ; (Uniform Mechanical Code and California Amendments).
 - 1.2.3.5. California Plumbing Code (CPC), C.C.R., Title 24, Part 5; (Uniform Plumbing Code and California Amendments).
 - 1.2.3.6. California Fire Code (CFC), C.C.R., Title 24, Part 9; (Fire Plumbing Code and California Amendments).
 - 1.2.3.7. California Referenced Standards Code, C.C.R., Title 24, Part 12.
 - 1.2.3.8. State Fire Marshal Regulations, C.C.R., Title 19, Public Safety.
 - 1.2.3.9. Partial List of Applicable NFPA Standards:

- 1.2.3.9.1. NFPA 13 - Automatic Sprinkler System.
- 1.2.3.9.2. NFPA 14 - Standpipes Systems.
- 1.2.3.9.3. NFPA 17A - Wet Chemical System
- 1.2.3.9.4. NFPA 24 - Private Fire Mains.
- 1.2.3.9.5. (California Amended) NFPA 72 - National Fire Alarm Codes.
- 1.2.3.9.6. NFPA 253 - Critical Radiant Flux of Floor Covering System.
- 1.2.3.9.7. FPA 2001 - Clean Agent Fire Extinguishing Systems.
- 1.2.3.10. California Division of the State Architect Interpretation of Regulations Manual.

END OF DOCUMENT

FORM

TESTING LABORATORY SERVICES

1. GENERAL

1.1. REFERENCES

- 1.1.1. ASTM D3740 - Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- 1.1.2. ASTM E329 - Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction.
- 1.1.3. CBC - California Building Code.
- 1.1.4. UBC - Uniform Building Code.
- 1.1.5. Title 24, Parts 1 and 2, of the California Code of Regulations. Developer shall keep a copy of these available at the job Site for ready reference during construction
- 1.1.6. DSA - Division of the State Architect, Office of Regulation Services, Structural Safety Section. DSA shall be notified at or before the start of construction.

1.2. OBSERVATION AND SUPERVISION

- 1.2.1. The District and Construction Manager or their appointed representatives will review the Work and the Developer shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, 24 C.C.R. §4-341.
- 1.2.2. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District("Project Inspector"), will observe the Work in accordance with 24 C.C.R. §§4-333(b) and 4-342:
- 1.2.3. Project Inspector shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. Developer shall provide facilities and access as required and shall provide assistance for sampling or measuring materials.
 - 1.2.3.1. Project Inspector will notify District and Architect and inform Developer of any observed failure of Work or material to conform to Contract Documents.
 - 1.2.3.2. The Project Inspector shall observe and monitor all testing and inspection activities required.
- 1.2.4. Developer shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to 24 C.C.R. §4-343. Developer shall supervise and direct the Work and maintain a competent superintendent on the Project who is authorized to act in all matters pertaining to the Work. The Developer shall inspect all materials, as they arrive, for compliance with the Contract Documents. Developer shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Developer shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by 24 C.C.R. §4-336.

1.3. TESTING LABORATORIES AND AGENCIES

- 1.3.1. Testing agencies and tests shall be in conformance with the Contract Documents and the requirements of 24 C.C.R. §4-335.
- 1.3.2. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer ("Soils Engineer").
- 1.3.3. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory ("Testing Laboratory" or "Laboratory"). The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.4. TESTS AND INSPECTIONS

- 1.4.1. Developer shall be responsible for notifying District and Project Inspector of all required tests and inspections. Developer shall notify District and Project Inspector forty-eight (48) hours in advance of performing any Work requiring testing or inspection.
- 1.4.2. Developer shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- 1.4.3. District will pay for first inspections and tests required by the Title 24 and other inspections or tests that District and/or Architect may direct to have made, including, but not limited to, the following principal items:
 - 1.4.3.1. Tests and observations for earthwork and pavings.
 - 1.4.3.2. Tests for concrete mix designs, including tests of trial batches.
 - 1.4.3.3. Tests and inspections for structural steel work.
 - 1.4.3.4. Field tests for framing lumber moisture content.
 - 1.4.3.5. Additional tests directed by District that establish that materials and installation comply with the Contract Documents.
 - 1.4.3.6. Test and observation of welding and expansion anchors.
 - 1.4.3.7. Factory observation of components and assembly of modular prefabrication structures and buildings.
- 1.4.4. District may at its discretion, pay and back charge Developer for:
 - 1.4.4.1. Retests or reinspections, if required, and tests or inspection required due to Developer error or lack of required identifications of material.
 - 1.4.4.2. Uncovering of work in accordance with Contract Documents.
 - 1.4.4.3. Testing done on weekends, holidays, and overtime will be chargeable to Developer for the overtime portion.
 - 1.4.4.4. Testing done off site.
- 1.4.5. Testing and inspection reports and certifications:
 - 1.4.5.1. If initially received by Developer, Developer shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification: District; Construction Manager, if any; Architect; Consulting Engineer, if any; Other Engineers on the Project, as appropriate; and; Project Inspector.
 - 1.4.5.2. When the test or inspection is one required by the Title 24, a copy of the report shall also be provided to the DSA.

1.5. SELECTION AND PAYMENT

- 1.5.1. District will hire and pay for services of an independent Testing Laboratory to perform specified inspection and testing as specified by District's Testing Laboratory.
- 1.5.2. District's hiring of Testing Laboratory shall in no way relieve Developer of its obligation to perform work in accordance with requirements of Contract Documents.

1.6. DISTRICT'S TESTING LABORATORY RESPONSIBILITIES

- 1.6.1. Test samples of mixes submitted by Inspector.
- 1.6.2. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.
- 1.6.3. Notify Architect and Developer of observed irregularities or non-conformance of Work or Products.
- 1.6.4. Attend preconstruction conferences and progress meetings when requested by Architect.

1.7. LABORATORY REPORTS

- 1.7.1. After each inspection and test, District shall then submit one copy of laboratory report to Developer Reports of test results of materials and inspections found not to be in compliance with the requirements of the Contract Documents shall be forwarded immediately.
- 1.7.2. Each Testing Laboratory shall submit a verified report covering all of the tests which were required to be made by that agency during the progress of the Project. Such report

shall be furnished each time that Work is suspended, covering the tests up to that time and at the Completion of the Project, covering all tests.

1.8. LIMITS ON TESTING LABORATORY AUTHORITY

- 1.8.1. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- 1.8.2. Laboratory may not approve or accept any portion of the Work.
- 1.8.3. Laboratory may not assume any duties of Developer
- 1.8.4. Laboratory has no authority to stop the Work.

1.9. CONTRACTOR RESPONSIBILITIES

- 1.9.1. Submit proposed items for testing as required herein and/or as further required in the Contract Documents to Architect for review in accordance with applicable specifications.
- 1.9.2. Cooperate with Laboratory personnel, and provide access to the Work and to manufacturer's facilities.
- 1.9.3. Notify Architect, District, and Testing Laboratory 48 hours prior to expected time for operations requiring inspection and testing services.
- 1.9.4. When tests or inspections cannot be performed after such notice, reimburse District for Laboratory personnel and travel expenses incurred due to the Developer's negligence.
- 1.9.5. Developer shall notify District a sufficient time in advance of the manufacture of material to be supplied by Developer pursuant to the Contract Documents, which must by terms of the Contract be tested, in order that the District may arrange for the testing of same at the source of supply.
 - 1.9.5.1. Any material shipped by the Developer from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice that such testing and inspection will not be required shall not be incorporated in the Work.
- 1.9.6. Contract and pay for services of District's Testing Laboratory to perform additional inspections, sampling and testing required when initial tests indicate Developer's work and/or materials does not comply with Contract Documents.

1.10. SCHEDULE OF INSPECTIONS AND TESTS

The Testing Laboratory shall perform tests and inspections for the following in conformance with the (CBC) California Building Code (International Building Code with State of California Amendments), California Code of Regulations, Title 24, Part 2:

- Structural Tests and Special Inspections (Chapter 17A)
 - Special Inspections (§ 1704A)
- Soils and Foundations (Chapter 18A)
 - Geotechnical Investigations (§ 1803A)
- Concrete (Chapter 19A)
 - Specifications for Tests and Materials (§)
 - Concrete Quality, Mixing and Placing (§)
 - Concrete Reinforcement and Anchor Testing Inspection (§ 1916A)
- Masonry (Chapter 21A)
 - Masonry Construction Materials (§ 2103A)
 - Masonry Quality (§ 2103A)
 - Quality Assurance (§ 2105A)
- Structural Steel (Chapter 22A)
 - Structural Steel (§ 2205A)
 - Identification & Protection of Steel for Structural Purposes (§ 2203A)
 - Inspection and Tests of Structural Steel (§ 2212A)
- Wood (Chapter 23)
 - Minimum Standards and Quality (§ 2303)
 - Wood Construction (§ 1704A.6)

- Exterior Walls (Chapter 14)
 - Masonry Units (§ 1404.4)
 - Masonry Construction Materials (§ 2103A)
 - Exterior Insulation and Finish Systems (§ 1408)
- Roof Assemblies and Roofing Structures (Chapter 15)
 - Materials (§ 1506)
- Aluminum (Chapter 20)
 - Materials (§ 2002.1)
 - Inspection (§ 2003.1)
- 1.10.1. **Plumbing**
Testing as specified in the Specifications including, but not limited to: Sterilization, soil waste and vent, water piping, source of water, gas piping, downspouts and storm drains.
- 1.10.2. **Automatic Fire Sprinklers (where applicable)**
Testing as specified in the Specifications including, but not limited to: hydrostatic pressure.
- 1.10.3. **Heating, Ventilating and Air Conditioning:**
Testing as specified in the Specifications including, but not limited to: Ductwork tests, cooling tower tests, boiler tests, controls testing, piping tests, water and air systems, and test and balance of heating and air conditioning systems.
- 1.10.4. **Electrical**
Testing as specified in the Specifications including, but not limited to: Equipment testing, all electrical system operations, grounding system and checking insulation after cable is pulled.
- 1.11. **PROJECT INSPECTOR'S ACCESS TO SITE**
 - 1.11.1. A Project Inspector employed by the District in accordance with the requirement of State of California Code of Regulations, Title 24, Part 1 will be assigned to the Work. Project Inspector's duties are specifically defined in 24. C.C.R. §4-342, and as indicated in the General Construction Provisions (Exhibit "D" to the Facilities Lease).
 - 1.11.2. District and Construction Manager shall at all times have access for the purpose of inspection to all parts of the Work and to the shops wherein the Work is in preparation, and Developer shall at all times maintain proper facilities and provide safe access for such inspection.
 - 1.11.3. The Work in all stages of progress shall be subject to the personal continuous observation of the Inspector. Inspector shall have free access to any or all parts of the Work at any time. Developer shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep Inspector fully informed respecting the progress and manner of the Work and the character of the materials. Inspection of the Work shall not relieve the Developer from any obligation set forth in the Contract Documents.
 - 1.11.4. The Inspector is not authorized to change, revoke, alter, enlarge or decrease in any way any requirement of the Contract Documents, drawings, specifications or subsequent change orders.
 - 1.11.5. Whenever there is insufficient evidence of compliance with any of the provisions of Title 24 or evidence that any material or construction does not conform to the requirements of Title 24, the Division of the State Architect may require tests as proof of compliance. Test methods shall be as specified herein or by other recognized and accepted test methods determined by the Division of the State Architect. All tests shall be performed by a testing laboratory accepted by the Division of the State Architect.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

1. GENERAL

1.1. LOGISTICS PLAN

Developer shall provide to the District for prior approval the Developer's mobilization and logistics plan for the Site which shall include, at a minimum, the provisions herein.

1.2. TEMPORARY UTILITIES

1.2.1. Electric Power and Lighting

1.2.1.1. Developer will furnish and pay for power during the course of the work to the extent power is not in the building(s) or on the Site. Developer shall be responsible for providing temporary facilities required on the Site to point of intended use.

1.2.1.2. Developer shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

1.2.1.3. Developer shall be responsible for maintaining existing lighting levels in the Project vicinity should temporary outages or service interruptions occur.

1.2.2. Heat and Ventilation

1.2.2.1. Developer shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

1.2.2.2. Developer shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent accumulations of dust, fumes, vapors, and gases.

1.2.2.3. Developer shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

1.2.3. Water

1.2.3.1. Developer will furnish and pay for water during the course of the work. Developer shall be responsible for providing temporary facilities required.

1.2.3.2. Developer shall make potable water available for human consumption.

1.2.4. Sanitary Facilities

1.2.4.1. Developer shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Project Inspector or Developer completes all Work.

1.2.4.2. Use of toilet facilities in the Work shall not be permitted except by consent of the Project Inspector and District.

1.2.5. Telephone and Internet Service

1.2.5.1. Developer shall arrange with local telephone and internet service company(ies) for service for the performance of the Work. Developer shall, at a minimum, provide in its field office one line for telephone, internet and one line for fax machine.

1.2.5.2. Developer shall pay the costs for internet, telephone, and fax lines installation, maintenance, service, and removal; for Construction Site Office, Construction Manager's Office and Inspector's Office.

1.2.6. Fire Protection:

1.2.6.1. Developer shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

1.2.6.2. Where on-site welding and burning of steel is unavoidable, Developer shall provide protection for adjacent surfaces.

1.2.7. Trash Removal:

Developer shall provide trash removal on a timely basis, not less than weekly from all Site Offices and the Site.

1.2.8. Temporary Facilities:

1.2.8.1. Developer shall provide the following facilities, trailers, offices, and services, fully furnished for the intended uses including desks, chairs, plan tables, etc.:

1.2.8.1.1. One (1) 12X60 office trailer with two (2) offices for two (2) Construction Managers;

1.2.8.1.2. One (1) 12X60 Project Inspector's Trailer with two (2) offices; and

1.2.8.1.3. One (1) 12X60 trailer with conference room table and chairs for meetings.

1.3. CONSTRUCTION AIDS

1.3.1. Plant and Equipment:

1.3.1.1. Developer shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

1.3.1.2. Developer shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Developer at no expense to the District.

1.3.2. No District tools or equipment shall be used by Developer for the performance of the Work.

1.4. BARRIERS AND ENCLOSURES

1.4.1. Developer shall obtain District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

1.4.2. Developer shall provide a six (6) foot high, chain link perimeter fence with post driven into the ground and fabric screen as a temporary barrier around construction area. Developer shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises. Developer shall remove temporary fence, barriers and enclosure upon Completion of the Work.

1.4.3. Developer shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

1.5. SECURITY

1.5.1. Developer shall secure all construction equipment, machinery and vehicles, park and store only within fenced area, and render inoperable during non-work hours. Developer is responsible for insuring that no construction materials, tools, equipment, machinery or vehicles can be used for unauthorized entry or other damage or interference to activities and security of existing facilities adjacent to and in the vicinity of the Project Site.

1.5.2. Developer shall provide a security guard located on the Project Site during non-working hours.

1.6. TEMPORARY CONTROLS

1.6.1. Noise Control

- 1.6.1.1. Developer acknowledges that adjacent facilities may remain in operation during all or a portion of the Work, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
- 1.6.1.2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to District a minimum of forty-eight (48) hours in advance of their performance.

1.6.2. Noise and Vibration

- 1.6.2.1. Equipment and impact tools shall have intake and exhaust mufflers.
- 1.6.2.2. Developer shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

1.6.3. Dust and Dirt

- 1.6.3.1. Developer shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- 1.6.3.2. Developer shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- 1.6.3.3. Developer shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- 1.6.3.4. Developer shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

1.6.4. Water

Developer shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Developer shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

1.6.5. Pollution

- 1.6.5.1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
- 1.6.5.2. Developer shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.6.6. Lighting

If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.7. JOB SIGN(S)

1.7.1. General:

- 1.7.1.1. Developer shall provide and maintain and locate a Project identification sign with the design, text, and colors designated by District and/or the Architect. Sign shall be protected in place and maintained by the Developer.
- 1.7.1.2. Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

1.7.2. Materials:

- 1.7.2.1. Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- 1.7.2.2. Sign Surface: Minimum 3/4-inch exterior grade plywood.
- 1.7.2.3. Sign shall be mounted on 4"x4" wooden posts embedded at least thirty six (36)

inches into the soil or placed in concrete.

1.7.2.4. Paint: Exterior quality, of type and colors selected by the District and/or the Architect.

1.7.3. Fabrication:

1.7.3.1. Developer shall fabricate to provide smooth, even surface for painting.

1.7.3.2. Size: 4'-0" x 8'-0", unless otherwise indicated.

1.7.3.3. Developer shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.

1.7.3.4. Text and Graphics: As indicated.

1.8. PUBLICITY RELEASES

Developer shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s). Developer shall not bring anyone onto the project site during or after construction for the purpose of publicity or marketing without prior written permission of the District.

END OF DOCUMENT

FORN

SITE STANDARDS

1. GENERAL

1.1. REQUIREMENTS OF THE DISTRICT

1.1.1. Drug-Free Schools and Safety Requirements:

1.1.1.1. No drugs, alcohol, smoking or the use of tobacco products are allowed at any time in any buildings, Developer-owned vehicles or vehicles owned by others while on District property. No students, staff, visitors, or contractors are to use drugs on these sites.

1.1.1.2. Developer shall post: "Non-Smoking Area" in a highly visible location on Site. Developer may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area must be kept clean at all times.

1.1.1.3. Developer shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Developer shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

1.1.2. **Language:** Unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students or public will not be allowed.

1.1.3. Disturbing the Peace (Noise and Lighting):

1.1.3.1. Developer shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

1.1.3.2. District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios.

1.1.3.3. If portable lights are used after dark, the lights must be located so as not to direct light into neighboring properties.

1.1.4. Traffic:

1.1.4.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require. Developer shall not have any deliveries to the Project during the hour before school begins at the Site and during the half hour after school ends at the Site without prior written permission from the Construction Manager or the District.

1.1.4.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance.

1.1.4.3. District shall designate a construction entry to the Site. If Developer requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Developer's expense.

1.1.4.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

1.1.4.5. All of the above shall be observed and complied with by the Developer and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion

of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

END OF DOCUMENT

FORM

TEMPORARY TREE AND PLANT PROTECTION

WHERE SUBSTANTIAL TREE PROTECTION WILL BE REQUIRED ON THE SITE, OBTAIN AN ARBORIST TO REVIEW THIS DOCUMENT PRIOR TO CONSTRUCTION.

1. GENERAL

1.1. SUMMARY

This Document includes the protection and trimming of existing trees that interfere with, or are affected by, execution of the Work, whether temporary or permanent construction.

1.2. DEFINITIONS

Tree Protection Zone: Area surrounding individual trees or groups of trees to remain during construction, and defined by the drip line of individual trees or the perimeter drip line of groups of trees, unless otherwise indicated.

1.3. SUBMITTALS

- 1.3.1. Product Data: For each type of product indicated.
- 1.3.2. Tree Pruning Schedule: Written schedule from arborist detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- 1.3.3. Qualification Data: For tree service firm and arborist.
- 1.3.4. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- 1.3.5. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.

1.4. QUALITY ASSURANCE

- 1.4.1. Tree Service Firm Qualifications: An experienced tree service firm that has successfully completed tree protection and trimming work similar to that required for this Project and that will assign an experienced, qualified arborist to Project site during execution of tree protection and trimming.
- 1.4.2. Arborist Qualifications: An arborist certified by ISA (International Society of Arboriculture) or licensed in the jurisdiction where Project is located.
- 1.4.3. Tree Pruning Standard: Comply with ANSI A300 (Part 1), "Tree, Shrub, and Other Woody Plant Maintenance--Standard Practices (Pruning)."
 - 1.4.3.1. Before tree protection and trimming operations begin, meet with District to review tree protection and trimming procedures and responsibilities.

2. PRODUCTS

2.1. MATERIALS

- 2.1.1. Drainage Fill: Selected crushed stone, or crushed or uncrushed gravel, washed, ASTM D 448, Size 24, with 90 to 100 percent passing a 2-1/2-inch (63-mm) sieve and not more than 10 percent passing a 3/4-inch (19-mm) sieve.
- 2.1.2. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch (25 mm) in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 - 2.1.2.1. Obtain topsoil only from well-drained sites where topsoil is 4 inches (100 mm) deep or more; do not obtain from bogs or marshes.
- 2.1.3. Filter Fabric: Manufacturer's standard, nonwoven, pervious, geotextile fabric of polypropylene, nylon, or polyester fibers.
- 2.1.4. Chain-Link Fence: Metallic-coated steel chain-link fence fabric of 0.120-inch- (3-mm-) diameter wire; a minimum of 48 inches (1200 mm) high; with 1.9-inch- (48-mm-) diameter line posts; 2-3/8-inch- (60-mm-) diameter terminal and corner posts; 1-5/8-

inch- (41-mm-) diameter top rail; and 0.177-inch- (4.5-mm-) diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.

2.1.5. Select mulch as recommended by arborist or landscape architect.

2.1.6. Organic Mulch: Use shredded hardwood, ground or shredded bark, or wood and bark chips, all free of deleterious materials.

3. EXECUTION

3.1. PREPARATION

3.1.1. Temporary Fencing: Install temporary fencing around tree protection zones to protect remaining trees and vegetation from construction damage. Maintain temporary fence and remove when construction is complete.

3.1.2. Install chain-link fence according to ASTM F 567 and manufacturer's written instructions.

3.1.3. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.1.4. Mulch areas inside tree protection zones and other areas indicated.

3.1.4.1. Select mulch as recommended by arborist or landscape architect.

3.1.4.2. Apply 2-inch (50-mm) to 3-inch (75-mm) average thickness of organic mulch. Do not place mulch within 6 inches (150 mm) of tree trunks.

3.1.5. Do not store construction materials, debris, or excavated material inside tree protection zones. Do not permit vehicles or foot traffic within tree protection zones; prevent soil compaction over root systems.

3.1.6. Maintain tree protection zones free of weeds and trash.

3.1.7. Do not allow fires within tree protection zones.

3.2. EXCAVATION

3.2.1. Install shoring or other protective support systems to minimize sloping or benching of excavations where construction or utility excavation is near trees to be protected.

3.2.2. Do not excavate within tree protection zones, unless otherwise indicated.

3.2.3. Where excavation for new construction is required within tree protection zones, hand clear and excavate to minimize damage to root systems. Use narrow-tine spading forks and comb soil to expose roots.

3.2.3.1. Do not allow exposed roots to dry out before placing permanent backfill.

Provide temporary earth cover or pack with peat moss and wrap with burlap.

Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.2.4. Where utility trenches are required within tree protection zones, tunnel under or around roots by drilling, auger boring, pipe jacking, or digging by hand.

3.2.4.1. Root Pruning: Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots with sharp pruning instruments; do not break or chop.

3.3. REGRADING

3.3.1. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade beyond tree protection zones. Maintain existing grades within tree protection zones.

3.3.2. Grade Lowering: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist, unless otherwise indicated.

3.3.2.1. Root Pruning: Prune tree roots exposed during grade lowering. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots with sharp pruning instruments; do not break or chop.

- 3.3.3. Minor Fill: Where existing grade is 6 inches (150 mm) or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.
- 3.3.4. Moderate Fill: Where existing grade is more than 6 inches (150 mm) but less than 12 inches (300 mm) below elevation of finish grade, place drainage fill, filter fabric, and topsoil on existing grade as follows:
 - 3.3.4.1. Carefully place drainage fill against tree trunk approximately 2 inches (50 mm) above elevation of finish grade and extend not less than 18 inches (450 mm) from tree trunk on all sides. For balance of area within drip-line perimeter, place drainage fill up to 6 inches (150 mm) below elevation of grade.
 - 3.3.4.2. Place filter fabric with edges overlapping 6 inches (150 mm) minimum.
 - 3.3.4.3. Place fill layer of topsoil to finish grade. Do not compact drainage fill or topsoil. Hand grade to required finish elevations.
- 3.4. TREE PRUNING**
 - 3.4.1. Prune trees to remain that are affected by temporary and permanent construction.
 - 3.4.2. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 - 3.4.3. Pruning Standards: Prune trees according to ANSI A300 (Part 1), as recommended by arborist report.
 - 3.4.4. Adjust pruning requirements per arborist's recommendations.
 - 3.4.5. Cut branches with sharp pruning instruments; do not break or chop.
 - 3.4.6. Modify below to specific project requirements.
 - 3.4.7. Chip removed tree branches and dispose of or spread over areas identified by District.
- 3.5. TREE REPAIR AND REPLACEMENT**
 - 3.5.1. Promptly repair trees damaged by construction operations within 24 hours. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 3.5.2. Remove and replace trees indicated to remain that die or are damaged during construction operations or that are incapable of restoring to normal growth pattern.
 - 3.5.2.1. Provide new trees of 6-inch (150-mm) caliper size and of a when damaged trees more than 6 inches (150 mm) in caliper size, measured 12 inches (300 mm) above grade, are required to be replaced. Plant and maintain new trees as specified in Contract Documents.
 - 3.5.3. Where recommended by arborist report, aerate surface soil, compacted during construction, 10 feet (3 m) beyond drip line and no closer than 36 inches (900 mm) to tree trunk. Drill 2-inch (50-mm) diameter holes a minimum of 12 inches (300 mm) deep at 24 inches (600 mm) o.c. Backfill holes with an equal mix of augered soil and sand.
- 3.6. DISPOSAL OF WASTE MATERIALS**
 - 3.6.1. Burning is not permitted.
 - 3.6.2. Disposal: Remove excess excavated material and displaced trees from Site.

END OF DOCUMENT

STORM WATER POLLUTION PREVENTION PLAN – CONSTRUCTION

PURSUANT TO THE PROVISIONS OF EXHIBIT “D” AND THE CONTRACT DOCUMENTS, DEVELOPER SHALL PERFORM THE WORK OF THE PROJECT RELATED TO BEING THE DISTRICT’S QUALIFIED SWPPP (STORM WATER POLLUTION PREVENTION PLAN) PRACTITIONER (“QSP”). THE DEVELOPER SHALL COMPLY WITH THE FOLLOWING PROVISIONS AND THE SWPPP. IF THE SWPPP CONTAINS OTHER MORE DETAILED OR CONFLICTING PROVISIONS AND/OR REQUIRES THE DEVELOPER TO TAKE OTHER ACTIONS OR ACTIVITIES, THE DEVELOPER MUST COMPLY WITH THE SWPPP.

1. INTRODUCTION

- 1.1. In order to enroll in the construction storm water permit and before construction activities begin, the District will file certain submittals referred to as Permit Registration Documents (PRDS) with the Regional Water Quality Control Board.

2. GENERAL

The Clean Water Act and Porter Cologne Water Quality Act prohibit the discharge of any water containing pollutants from certain construction sites unless a National Pollutant Discharge Elimination System permit is first obtained and followed. The National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities (Construction Storm Water Permit) Order No. 2009-0009-DWQ as amended by Order No. 2010-0014-DWQ (NPDES No. CAS000002) issued by the California State Water Resources Control Board (State Water Board) authorizes the discharge of storm water and certain non-storm water from construction sites if certain conditions and measures are taken. The District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit.

3. SUBMITTALS

3.1. GENERAL

All submittals shall be made in a form conducive for the District to electronically upload the approved submittals to the Storm water Multi-Application Reporting and Tracking System (SMARTS).

3.2. RAIN EVENT ACTION PLAN (REAP)

- 3.2.1. A Rain Event Action Plan (REAP) is a written document, specific for each rain event. A REAP should be designed that when implemented it protects all exposed portions of the site within 48 hours of any likely. The General Permit requires Risk Level 2 and 3 dischargers to develop and implement a REAP designed to protect all exposed portions of their sites within 48 hours prior to any likely precipitation event. The REAP requirement is designed to ensure that the discharger has adequate materials, staff, and time to implement erosion and sediment control measures that are intended to reduce the amount of sediment and other pollutants generated from the active site. A REAP must be developed when there is likely a forecast of 50% or greater probability of precipitation in the project area. (The National Oceanic and Atmospheric Administration (NOAA) defines a chance of precipitation as a probability of precipitation of 30% to 50% chance of producing precipitation in the project area.¹⁴ NOAA defines the probability of precipitation (PoP) as the likelihood of occurrence (expressed as a percent) of a measurable amount (0.01 inch or more) of liquid precipitation (or the water equivalent of frozen precipitation) during a specified period of time at any given point in the forecast area.) Forecasts are normally issued for 12- hour time periods.

- 3.2.2. If the District’s QSD determines that the site is a Risk Level 2 or 3 the Developer’s QSP shall prepare the REAP for the Work in compliance with the General Permit and the SWPPP.

3.3. RECORDS

All electronic and hardcopy records required by the Construction Storm Water Permit shall be submitted to the District within seven (7) days of Completion of the Project.

4. PERMIT REGISTRATION DOCUMENTS

Prior to any activities on Site that disturb the Site's surface, the Permit Registration Documents (PRDs) required by the Construction Storm Water Permit must be filed with the Regional Water Quality Control Board. The District shall file the PRDs with the Regional Water Quality Control Board to activate coverage under the Construction Storm Water Permit.

5. IMPLEMENTATION REQUIREMENTS

- 5.1. Developer shall not conduct any activities that may affect the Site's construction runoff water quality until the District provides Developer with the Waste Discharger Identification Number (WDID) assigned to this Project by the State Water Board.
- 5.2. Developer shall keep a copy of the approved SWPPP at the job site. The SWPPP shall be made available when requested by a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency, or the local storm water management agency. Requests from the public shall be directed to the District for response.
- 5.3. Developer shall designate in writing to the District a Qualified SWPPP Practitioner (QSP) who shall be responsible for implementing the SWPPP, REAP (if applicable), ATS (if applicable), conducting non-storm water and storm water visual observations, and for ensuring that all best management practices (BMPs) required by the SWPPP and General Permit are properly implemented and maintained.
- 5.4. All measures required by the SWPPP shall be implemented concurrent with the commencement of construction. Pollution practices and devices shall be followed or installed as early in the construction schedule as possible with frequent upgrading of devices as construction progresses.
- 5.5. Developer shall ensure that all measures are properly maintained and repaired to protect the water quality of discharges.

6. INSPECTION, SAMPLING, ANALYSIS, AND RECORD KEEPING REQUIREMENTS

The Developer's QSP shall conduct all required visual observations, sampling, analysis, reporting, and record keeping required by the SWPPP and the Construction Storm Water Permit.

7. REPORTING REQUIREMENTS

Developer shall prepare and provide all the reports, which include, but are not limited to the Annual Report and any NEL Violation Reports or NAL Exceedance Reports, all of which are required by the SWPPP and the Construction Storm Water Permit.

8. ANNUAL REPORT

By August 1 of each year (defined as July 1 to June 30) that had at least one continuous three (3) month period coverage under the General Permit, Developer shall complete and submit to the District an Annual Report, as required by the General Permit. If the Project is complete prior to August 1, Developer shall submit the report prior to acceptance of the Project.

9. COMPLETION OF WORK

- 9.1. Clean-up shall be performed as each portion of the work progresses. All refuse, excess material, and possible pollutants shall be disposed of in a legal manner off-site and all temporary and permanent SWPPP devices shall be in place and maintained in good condition.
- 9.2. At Completion of Work, Developer shall inspect installed SWPPP devices, and present the currently implemented SWPPP with all backup records to the District.

10. NOTICE OF TERMINATION (NOT)

A Notice of Termination (NOT) must be submitted by the Developer to the District for electronic submittal by the Legally Responsible Person via SMARTS to terminate coverage under the General Permit. The NOT must include a final Site Map and representative photographs of the Project site that demonstrate final stabilization has been achieved. The NOT shall be submitted to the District on or before the Developer submits its final application for payment. If the Regional Water Board rejects the NOT for any reason, the Developer shall revise the NOT as many times as necessary to get the Regional Water Board's approval. The Regional Water Board will consider a construction site complete when the conditions of the General Permit, Section II.D have been met.

11. QUALITY ASSURANCE

- 11.1. Before performing any of the obligations indicated herein, the Developer's QSP shall meet the training and certification requirements in the Construction Storm Water Permit.

- 11.2. Developer shall perform the Work in strict compliance with the approved SWPPP, REAP, ATS, and the Construction Storm Water Permit.
- 11.3. Developer shall conduct at least a one-hour training session on the requirements of the SWPPP for each employee before an employee conducts any construction on the Site. Developer shall maintain documentation of this employee training at the site for review by the District or any regulatory agency.

12. **PERFORMANCE REQUIREMENTS**

- 12.1. The Storm Water Pollution Prevention Plan is a minimum requirement. Revisions and modifications to the SWPPP are acceptable only if they maintain levels of protection equal to or greater than originally specified.
- 12.2. Read and be thoroughly familiar with all of the requirements of the SWPPP.
- 12.3. Inspect and monitor all work and storage areas for compliance with the SWPPP prior to any anticipated rain.
- 12.4. Complete any and all corrective measures as may be directed by the regulatory agency.
- 12.5. **Penalties:** Developer shall pay any fees and any penalties that may be imposed by the regulatory agency for non-compliance with SWPPP during the course of Work.
- 12.6. **Costs:** Developer to pay all costs associated with the implementation of the requirements of the SWPPP in order to maintain compliance with the Permit. This includes installation of all Housekeeping BMPs, General Site and Material Management BMPs, Inspection requirements, maintenance requirements, and all other requirements specified in the SWPPP.

13. **MATERIALS**

All temporary and permanent storm water pollution prevention facilities, equipment, and materials as required by or as necessary to comply with the SWPPP as described in the BMP Handbook.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

1. GENERAL

1.1. MATERIAL AND EQUIPMENT

- 1.1.1. Only items approved by the District and/or Architect shall be used.
- 1.1.2. Developer shall submit lists of Products and other Product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.2. MATERIAL AND EQUIPMENT COLORS

- 1.2.1. The Developer shall comply with all schedule(s) of colors provided by the District and/or Architect.
- 1.2.2. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- 1.2.3. Developer shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.3. DELIVERY, STORAGE, AND HANDLING

- 1.3.1. Developer shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- 1.3.2. Developer shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- 1.3.3. Developer shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.
- 1.3.4. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- 1.3.5. Developer shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Developer shall protect material and equipment furnished pursuant to the Contract Documents.
- 1.3.6. Developer may store materials on Site with prior written approval by the District, all material shall remain under Developer's control and Developer shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Developer shall provide for off-site storage at no cost to District.
- 1.3.7. When any room in Project is used as a shop or storeroom, the Developer shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

2. PRODUCTS

2.1. MANUFACTURERS

- 2.1.1. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- 2.1.2. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.2. FACILITIES AND EQUIPMENT

Developer shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work.

2.3. MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Developer shall submit for review data on actual material proposed to be incorporated into Work, listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

3. EXECUTION

3.1. WORKMANSHIP

3.1.1. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

3.1.2. Work shall be executed by tradespersons skilled in their respective field of work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.2. COORDINATION

3.2.1. Developer shall coordinate installation of materials and equipment so as to not interfere with installation of other work. Adjustment or rework because of Developer's failure to coordinate will be at no additional cost to District.

3.2.2. Developer shall examine in-place materials and equipment for readiness, completeness, fitness to be concealed or to receive Work, and compliance with Contract Documents. Concealing or covering work constitutes acceptance of additional cost which will result should in-place materials and equipment be found unsuitable for receiving other work or otherwise deviating from the requirements of the Contract Documents.

3.3. COMPLETENESS

Developer shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and in accordance with Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.4. APPROVED INSTALLER OR APPLICATOR

Developer shall ensure that all installations are only performed by a manufacturer's approved installer or applicator.

3.5. MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of manufacturer's representative, Developer shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

DELIVERY, STORAGE AND HANDLING

1. GENERAL

1.1. PRODUCTS

- 1.1.1. Products are as defined in the General Construction Provisions (Exhibit "D" to the Facilities Lease).
- 1.1.2. Developer shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- 1.1.3. Developer shall provide interchangeable components of the same manufacturer, for similar components.

1.2. TRANSPORTATION AND HANDLING

- 1.2.1. Developer shall transport and handle Products in accordance with manufacturer's instructions.
- 1.2.2. Developer shall promptly inspect shipments to confirm that Products comply with Contract requirements, are of correct quantity, and are undamaged.
- 1.2.3. Developer shall provide equipment and personnel to properly handle Products to prevent soiling, disfigurement, or damage.

1.3. STORAGE AND PROTECTION

- 1.3.1. Developer shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Developer shall store sensitive Products in weather-tight, climate controlled enclosures.
- 1.3.2. Developer shall place fabricated Products that are stored outside, on above-ground sloped supports.
- 1.3.3. Developer shall provide off-site storage and protection for Products when Site does not permit on-site storage or protection.
- 1.3.4. Developer shall cover Products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- 1.3.5. Developer shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- 1.3.6. Developer shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- 1.3.7. Developer shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

1. GENERAL

1.1. CLOSEOUT PROCEDURES

Developer shall comply with all closeout provisions as indicated in the General Construction Provisions (Exhibit "D" to the Facilities Lease).

1.2. FINAL CLEANING

- 1.2.1. Developer shall execute final cleaning prior to final inspection.
- 1.2.2. Developer shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- 1.2.3. Developer shall clean equipment and fixtures to a sanitary condition.
- 1.2.4. Developer shall replace filters of operating equipment.
- 1.2.5. Developer shall clean debris from roofs, gutters, down spouts, and drainage systems.
- 1.2.6. Developer shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- 1.2.7. Developer shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.3. ADJUSTING

Developer shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.4. RECORD DOCUMENTS AND SHOP DRAWINGS

Developer shall legibly mark each item to record actual construction, including:

- 1.4.1. Measured depths of foundation in relation to finish floor datum.
- 1.4.2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
- 1.4.3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
- 1.4.4. Field changes of dimension and detail.
- 1.4.5. Details not on original Contract Drawings
- 1.4.6. Changes made by modification(s).
- 1.4.7. References to related Shop Drawings and modifications.
- 1.4.8. Developer will provide one set of Record Drawings to District in an electronic format and one set on paper.
- 1.4.9. Developer shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.5. INSTRUCTION OF DISTRICT PERSONNEL

- 1.5.1. Before final inspection, at agreed upon times, Developer shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- 1.5.2. For equipment requiring seasonal operation, Developer shall perform instructions for other seasons within six (6) months.
- 1.5.3. Developer shall use operation and maintenance manuals as basis for instruction. Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.4. Developer shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.
- 1.5.5. Developer shall use operation and maintenance manuals as basis for instruction. Developer shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- 1.5.6. Developer shall be available for up to two (2) four-hour sessions of additional training of District personnel at any time within the first year of operation of the Site.

1.6. SPARE PARTS AND MAINTENANCE MATERIALS

- 1.6.1. Developer shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.
- 1.6.2. Developer shall provide District all required Operation and Maintenance Data.

END OF DOCUMENT

FORM

FIELD ENGINEERING

1. GENERAL

1.1. REQUIREMENTS INCLUDED

- 1.1.1. Developer shall provide and pay for field engineering services by a California-registered engineer, required for the Project, including, without limitations:
 - 1.1.1.1. Survey work required in execution of the Project.
 - 1.1.1.2. Civil or other professional engineering services specified, or required to execute Developer's construction methods.

1.2. QUALIFICATIONS OF SURVEYOR OR ENGINEERS

Developer shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.3. SURVEY REFERENCE POINTS

- 1.3.1. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- 1.3.2. Developer shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Developer shall:
 - 1.3.2.1. Make no changes or relocation without prior written notice to District and Architect.
 - 1.3.2.2. Report to District and Construction Manager when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - 1.3.2.3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.4. RECORDS

Developer shall maintain a complete, accurate log of all control and survey work as it progresses.

1.5. SUBMITTALS

- 1.5.1. Developer shall submit name and address of Surveyor and Professional Engineer to District and Construct Manager prior to its/their work on the Project.
- 1.5.2. On request of District and Construction Manager, Developer shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- 1.5.3. Developer shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

2. EXECUTION

2.1. COMPLIANCE WITH LAWS

Developer is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

2.2. NONCONFORMING WORK

Developer is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

CUTTING AND PATCHING

1. GENERAL

1.1. CUTTING AND PATCHING

- 1.1.1. Developer shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - 1.1.1.1. Make several parts fit together properly.
 - 1.1.1.2. Uncover portions of Work to provide for installation of ill-timed Work.
 - 1.1.1.3. Remove and replace defective Work.
 - 1.1.1.4. Remove and replace Work not conforming to requirements of Contract Documents.
 - 1.1.1.5. Remove Samples of installed Work as specified for testing.
 - 1.1.1.6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 1.1.1.7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- 1.1.2. In addition to Contract requirements, upon written instructions from District, Developer shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.
- 1.1.3. Developer shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.
- 1.1.4. Developer shall not cut and patch operating elements and safety related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Operating elements include the following:
 - 1.1.4.1. Primary operational systems and equipment.
 - 1.1.4.2. Air or smoke barriers.
 - 1.1.4.3. Fire-suppression systems.
 - 1.1.4.4. Mechanical systems piping and ducts.
 - 1.1.4.5. Control systems.
 - 1.1.4.6. Communication systems.
 - 1.1.4.7. Conveying systems.
 - 1.1.4.8. Electrical wiring systems.
- 1.1.5. Developer shall not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing capacity to perform as intended, or that results in increased maintenance or decreased operational life of safety. Miscellaneous elements include the following:
 - 1.1.5.1. Water, moisture or vapor barriers.
 - 1.1.5.2. Membranes and flashings.
 - 1.1.5.3. Exterior curtain-wall construction.
 - 1.1.5.4. Equipment supports.
 - 1.1.5.5. Piping, ductwork, vessels and equipment.
 - 1.1.5.6. Noise and vibration control elements and systems.
 - 1.1.5.7. Shoring, bracing and sheeting.

1.2. SUBMITTALS

- 1.2.1. Developer shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration (Request) at least ten (10) days prior to any cutting or alterations that may affect the structural safety of Project, or work of others, including the following:
 - 1.2.1.1. The work of the District or other trades.

- 1.2.1.2. Structural value or integrity of any element of Project.
- 1.2.1.3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
- 1.2.1.4. Efficiency, operational life, maintenance or safety of operational elements.
- 1.2.1.5. Visual qualities of sight-exposed elements.
- 1.2.2. Contractor's Request shall also include:
 - 1.2.2.1. Identification of Project.
 - 1.2.2.2. Description of affected Work.
 - 1.2.2.3. Necessity for cutting, alteration, or excavations.
 - 1.2.2.4. Affects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - 1.2.2.5. Description of proposed Work:
 - 1.2.2.5.1. Scope of cutting, patching, alteration, or excavation.
 - 1.2.2.5.2. Trades that will execute Work.
 - 1.2.2.5.3. Products proposed to be used.
 - 1.2.2.5.4. Extent of refinishing to be done.
 - 1.2.2.6. Alternates to cutting and patching.
 - 1.2.2.7. Cost proposal, when applicable.
 - 1.2.2.8. The scheduled date the Developer intends to perform the Work and the duration of time to complete the Work.
 - 1.2.2.9. Written permission of other trades whose Work will be affected.

1.3. QUALITY ASSURANCE

- 1.3.1. Developer shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- 1.3.2. Developer shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.4. PAYMENT FOR COSTS

- 1.4.1. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Developer and/or deducted from the Contract by the District.
- 1.4.2. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Construction Provisions (Exhibit "D" to the Facilities Lease). Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Developer shall provide written cost proposals prior to proceeding with cutting and patching.

2. PRODUCTS

2.1. MATERIALS

- 2.1.1. Developer shall provide for replacement and restoration of Work removed. Developer shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Developer shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- 2.1.2. Materials to be cut and patched include those damaged by the performance of the Work.

3. EXECUTION

3.1. INSPECTION

- 3.1.1. Developer shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Developer shall inspect conditions affecting installation of new products.
- 3.1.2. Developer shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Construction Provisions (Exhibit "D" to the Facilities Lease) and shall proceed with Work as indicated in the General Construction Provisions (Exhibit "D" to the Facilities Lease) by District.

3.2. PREPARATION

- 3.2.1. Developer shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- 3.2.2. Developer shall provide devices and methods to protect other portions of Project from damage.
- 3.2.3. Developer shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Developer shall keep excavations free from water.

3.3. ERECTION, INSTALLATION AND APPLICATION

- 3.3.1. With respect to performance, Developer shall:
 - 3.3.1.1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - 3.3.1.2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - 3.3.1.3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
 - 3.3.1.4. Developer shall employ original installer or fabricator to perform cutting and patching for:
 - 3.3.1.5. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - 3.3.1.6. Sight-exposed finished surfaces.
- 3.3.2. Developer shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.
- 3.3.3. Developer shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Developer shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Developer shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- 3.3.4. Developer shall restore Work which has been cut or removed. Developer shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- 3.3.5. Developer shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DEMOLITION WASTE MANAGEMENT

1. GENERAL

1.1. DEFINITIONS

- 1.1.1. **Construction and Demolition Waste:** Building and site improvement materials and waste materials resulting from construction and demolition or selective demolition operations.
- 1.1.2. **Disposal:** Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- 1.1.3. **Recycle:** Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- 1.1.4. **Salvage:** Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- 1.1.5. **Salvage and Reuse:** Recovery of demolition or construction waste and subsequent incorporation into the Work.
- 1.1.6. **Waste Management Coordinator:** Developer's designated representative responsible for preparation and execution of demolition waste management plan.

1.2. PERFORMANCE GOALS

- 1.2.1. **General:** Develop waste management plan that results in end-of-Project rates for salvage/recycling of seventy-five percent (75%) by weight of total waste generated by the Work.
- 1.2.2. **Salvage/Recycle Goals:** Salvage and recycle as much nonhazardous construction and demolition waste as possible. District has established a minimum goal of seventy-five percent (75%) by weight of total waste generated by the Work for the following materials:
 - Demolition Soils Waste:
 - Green Materials: Trees, stumps, trimmings, and land clearing debris.
 - Asphaltic concrete paving.
 - Concrete.
 - Decorative masonry and rocks.
 - Concrete reinforcing steel.
 - Brick.
 - Concrete masonry units.
 - Wood studs, joists, and sheathing.
 - Plywood and oriented strand board.
 - Wood paneling and wood trim.
 - Interior casework.
 - Structural and miscellaneous steel.
 - Rough hardware.
 - Roofing.
 - Insulation.
 - Windows, doors, and frames.
 - Door hardware.
 - Windows.
 - Glazing.
 - Metal: Ferrous and non-ferrous.
 - Gypsum board.
 - Acoustical tile and panels.
 - Carpet.
 - Carpet pad.

- Demountable partitions.
- Equipment:
 - Cabinets.
 - Plumbing fixtures and piping.
 - Supports and hangers.
 - Valves.
 - Fire sprinklers.
 - Mechanical equipment.
 - Refrigerants.
 - Electrical conduit.
 - Copper wiring.
 - Lighting fixtures, lamps and ballasts.
 - Electrical devices.
 - Switchgear and panel boards.
 - Historical items for Archive Project.

1.3. SUBMITTALS

- 1.3.1. **Waste Management Plan:** Submit five (5) copies of plan concurrent with the Schedule of Submittals as indicated in the General Construction Provisions (Exhibit “D” to the Facilities Lease).
- 1.3.2. **Waste Reduction Progress Reports:** Concurrent with each Application for Payment, submit five (5) copies of reports. Include separate reports for demolition and construction waste. Include the following information:
 - 1.3.2.1. Material category;
 - 1.3.2.2. Generation point of waste;
 - 1.3.2.3. Total quantity of waste in tons;
 - 1.3.2.4. Quantity of waste salvaged, both estimated and actual in tons;
 - 1.3.2.5. Quantity of waste recycled, both estimated and actual in tons;
 - 1.3.2.6. Total quantity of waste recovered (salvaged plus recycled) in tons; and
 - 1.3.2.7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- 1.3.3. **Forms:** Prepare waste reduction progress reports.
- 1.3.4. **Waste Reduction Calculations:** Before Completion, submit five (5) copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work. Developer may request information from District to assist in preparing these calculations.
- 1.3.5. **Records of Donations:** Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- 1.3.6. **Records of Sales:** Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- 1.3.7. **Recycling and Processing Facility Records:** Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.3.8. **Landfill and Incinerator Disposal Records:** Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- 1.3.9. **Qualification Data:** For Developer’s Waste Management Coordinator.
- 1.3.10. **Statement of Refrigerant Recovery:** Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- 1.3.11. **Hazardous Materials Abatement:** Coordinate with other applicable Specifications for the removal of hazardous components of materials to be recycled.

1.4. QUALITY ASSURANCE

- 1.4.1. **Waste Management Coordinator:** Submit qualifications for District’s approval.
- 1.4.2. **Regulatory Requirements:** Comply with hauling and disposal regulations of authorities having jurisdiction.
- 1.4.3. **Waste Management Conference:** Conduct conference at Project site to comply with requirements in the Contract Documents. Review methods and procedures related to waste management including, but not limited to, the following:
 - 1.4.3.1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator;
 - 1.4.3.2. Review requirements for documenting quantities of each type of waste and its disposition;
 - 1.4.3.3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays;
 - 1.4.3.4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities; and
 - 1.4.3.5. Review waste management requirements for each trade.
- 1.4.4. **Quality of Recycled Material for Re-Use On Site:** Coordinate with testing requirements under the appropriate sections.

1.5. WASTE MANAGEMENT PLAN

- 1.5.1. **General:** Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for different types of demolition waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- 1.5.2. **Waste Identification:** Indicate anticipated types and quantities of demolition and site-clearing waste generated by the Work in accordance with the District as defined below. Include estimated quantities and assumptions for estimates.
 - 1.5.2.1. Fully contained, segregated hazardous materials disposal.
 - 1.5.2.1.1. Class I Hazardous Materials Landfill
 - 1.5.2.2. Reuse of building materials or salvageable items.
 - 1.5.2.2.1. Wood trim, interior casework, historical items (Archive Project).
 - 1.5.2.2.2. Windows, doors, hardware.
 - 1.5.2.2.3. Equipment.
 - 1.5.2.3. Source separation of recyclable materials.
 - 1.5.2.3.1. Asphalt.
 - 1.5.2.3.2. Concrete, concrete block, decorative masonry, and rocks.
 - 1.5.2.3.3. Green Materials: Trees, stumps, trimmings, and land-clearing debris.
 - 1.5.2.3.4. Metal: Ferrous and non-ferrous.
 - 1.5.2.3.5. Brick.
 - 1.5.2.3.6. Soil.
 - 1.5.2.3.7. Wood: Flooring, sheathing, structural lumber, finish lumber.
 - 1.5.2.3.8. Gypsum board.
 - 1.5.2.4. On-site crushing of asphalt and concrete for use on or off-site.
 - 1.5.2.5. Mixed debris recycling facilities.
 - 1.5.2.5.1. For materials which cannot be feasibly separated.
 - 1.5.2.5.2. Ship to mixed materials recycling facility.
 - 1.5.2.6. Waste disposal to landfill.
 - 1.5.2.6.1. For all remaining materials which cannot be recycled, reused, separated, or mixed.
 - 1.5.2.6.1.1. Ceiling tiles.
 - 1.5.2.6.1.2. Carpet.

1.5.2.6.1.3. Plaster, stucco.

1.5.2.6.1.4. Mixed demolition debris.

1.5.3. **Waste Reduction Work Plan:** List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.

1.5.3.1. **Salvaged Materials for Reuse:** For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.

1.5.3.2. **Salvaged Materials for Sale:** For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.

1.5.3.3. **Salvaged Materials for Donation:** For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.

1.5.3.4. **Recycled Materials:** Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.

1.5.3.5. **Disposed Materials:** Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

1.5.3.6. **Handling and Transportation Procedures:** Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

1.5.4. **Cost/Revenue Analysis:** Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:

1.5.4.1. Total quantity of waste.

1.5.4.2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.

1.5.4.3. Total cost of disposal (with no waste management).

1.5.4.4. Revenue from salvaged materials.

1.5.4.5. Revenue from recycled materials.

1.5.4.6. Savings in hauling and tipping fees by donating materials.

1.5.4.7. Savings in hauling and tipping fees that are avoided.

1.5.4.8. Handling and transportation costs. Include cost of collection containers for each type of waste.

1.5.4.9. Net additional cost or net savings from waste management plan.

1.5.5. **Forms:** Prepare waste management plan.

2. PRODUCTS

Not Used

3. EXECUTION

3.1. PLAN IMPLEMENTATION

3.1.1. **General:** Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.

3.1.2. **Waste Management Coordinator:** Waste management coordinator shall work with representative of the District for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site for duration of project.

3.1.3. **Training:** Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

- 3.1.3.1. Distribute waste management plan to everyone concerned within 3 days of submittal return.
- 3.1.3.2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- 3.1.4. **Site Access and Temporary Controls:** Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 3.1.4.1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 3.1.4.2. Comply with Temporary Facilities and Controls, for controlling dust and dirt, environmental protection, and noise control.
- 3.1.5. **Weighing and Documentation:** Separate and weigh all items to be recycled or salvaged.
 - 3.1.5.1. Weight shall be measured by the ton or fraction thereof.
 - 3.1.5.2. Measurement of weight shall be by a properly calibrated scale bearing a current seal of the appropriate weights and measures representation.
 - 3.1.5.3. Measured weights shall be recorded along with all other required documentation.
- 3.2. **DISPOSITION OF SALVAGED MATERIALS AND ITEMS**
 - 3.2.1. Salvaged Materials for Reuse in the Work:
 - 3.2.1.1. Clean or wash salvaged items.
 - 3.2.1.2. Crush and stock pile material for re-use on-site or transport off site.
 - 3.2.1.3. Stockpile materials in an area which is safe from standing water or erosion.
 - 3.2.1.4. Protect stockpiles until ready for re-use.
 - 3.2.1.5. Re-install salvaged materials to comply with installation requirements for new materials.
 - 3.2.2. Salvaged Items are not permitted to be sold on Project site.
 - 3.2.3. Salvaged Items shall be removed from project site for disposition at an appropriate salvage supply yard.
 - 3.2.4. Salvaged Items for District's Use: None.
- 3.3. **RECYCLING DEMOLITION WASTE, GENERAL**
 - 3.3.1. **General:** Recycle paper and beverage containers used by on-site workers.
 - 3.3.2. **Waste Recycling Receivers and Processors:** Licensed entity normally engaged in the business of receiving, recycling, and processing waste materials with a minimum of 5 years of documented experience with the types of waste products to be processed under the provisions of this section.
 - 3.3.3. **Recycling Incentives:** Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by District and Developer
 - 3.3.4. **Procedures:** Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 3.3.4.1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - 3.3.4.2. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 3.3.4.3. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3.3.4.4. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 3.3.4.5. Store components off the ground and protect from the weather.

3.3.4.6. Remove recyclable waste off District's property and transport to recycling receiver or processor.

3.4. RECYCLING DEMOLITION WASTE

- 3.4.1. **Bituminous Concrete Paving:** Break up and transport paving to asphalt-recycling facility, or process on-site.
- 3.4.2. **Concrete Reinforcement:** Remove reinforcement and other metals from concrete and sort with other metals.
- 3.4.3. **Concrete:** Break up and transport to concrete-recycling facility or process on site.
- 3.4.4. **Concrete:** Crush concrete and screen to comply with requirements in Specifications regarding Earthwork: Re-use as fill at contractor's option.
- 3.4.5. **Masonry Reinforcement:** Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
- 3.4.6. **Masonry:** Crush masonry and screen to comply with requirements in Specifications regarding Earthwork for use as satisfactory soil for fill.
- 3.4.7. **Wood Materials:** Separate lumber, engineered wood products, panel products, and treated wood materials. Dispose of as salvage or recycle for filler or mulch at an appropriate facility.
- 3.4.8. **Metals:** Separate metals by type.
 - 3.4.8.1. **Structural Steel and Other Metals:** Separate members according to size, type of member, and length.
 - 3.4.8.2. Recycle bolts, nuts, washers, and other rough hardware.
 - 3.4.8.3. **Non-Ferrous Metals:** Separate by type.
- 3.4.9. **Asphalt Shingle Roofing:** Separate organic and glass-fiber asphalt shingles and felts. Remove and dispose of nails, staples, and accessories.
- 3.4.10. **Gypsum Board:** Stack large clean pieces on wood pallets and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- 3.4.11. **Acoustical Ceiling Panels and Tile:** Stack large clean pieces on wood pallets and store in a dry location.
- 3.4.12. **Acoustical Ceiling Suspension Systems:** Separate suspension system, trim, and other metals from panels and tile and sort with other metals.
- 3.4.13. **Carpet and Pad:** Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
- 3.4.14. **Equipment: Drain tanks, piping, and fixtures:** Seal openings with caps or plugs. Protect equipment from exposure to weather. Sort and recycle by types of metal.
- 3.4.15. **Plumbing Fixtures:** Separate and recycle.
- 3.4.16. **Piping:** Reduce piping to straight lengths and arrange by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
Lighting Fixtures: Remove lamps and separate fixtures by type and protect from breakage and weather.
- 3.4.17. **Electrical Devices:** Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.
- 3.4.18. **Conduit:** Reduce conduit to straight lengths and store by type and size.
- 3.4.19. **Green Materials:** Separate out roots, stumps, trunks, shrubs, mulch, and other green matter and transport off-site for appropriate processing.

3.5. DISPOSAL OF WASTE

- 3.5.1. **General:** Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
- 3.5.2. Do not allow waste materials that are to be disposed of accumulate on-site. Remove and transport debris in a manner that will prevent spillage on or off site.
- 3.5.3. **Burning:** Do not burn and waste materials on-site.
- 3.5.4. **Disposal:** Transport waste materials off site and legally dispose of them.

END OF DOCUMENT

FORM

OPERATION AND MAINTENANCE DATA

1. GENERAL

1.1. QUALITY ASSURANCE

Developer shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.2. FORMAT

- 1.2.1. Developer shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- 1.2.2. Binders: Developer shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Developer shall correlate data into related consistent groupings.
- 1.2.3. Cover: Developer shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- 1.2.4. Developer shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- 1.2.5. Developer shall provide tabbed fly leaf for each separate Product and system, with typed description of Product and major component parts of equipment.
- 1.2.6. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- 1.2.7. Drawings: Developer shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.3. CONTENTS, EACH VOLUME

- 1.3.1. Table of Contents: Developer shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Developer with name of responsible parties; and schedule of Products and systems, indexed to content of the volume.
- 1.3.2. For Each Product or System: Developer shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- 1.3.3. Product Data: Developer shall mark each sheet to clearly identify specific Products and component parts, and data applicable to installation. Delete inapplicable information.
- 1.3.4. Drawings: Developer shall supplement Product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Developer shall not use Project Record Documents as maintenance drawings.
- 1.3.5. Text: The Developer shall include any and all information as required to supplement Product data. Developer shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.4. MANUAL FOR MATERIALS AND FINISHES

- 1.4.1. Building Products, Applied Materials, and Finishes: Developer shall include Product data, with catalog number, size, composition, and color and texture designations. Developer shall provide information for re-ordering custom manufactured Products.
- 1.4.2. Instructions for Care and Maintenance: Developer shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- 1.4.3. Moisture Protection and Weather Exposed Products: Developer shall include Product data listing applicable reference standards, chemical composition, and details of installation. Developer shall provide recommendations for inspections, maintenance, and repair.
- 1.4.4. Additional Requirements: Developer shall include all additional requirements as specified in the Specifications.

1.4.5. Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.5. MANUAL FOR EQUIPMENT AND SYSTEMS

1.5.1. Each Item of Equipment and Each System: Developer shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Developer shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

1.5.2. Panelboard Circuit Directories: Developer shall provide electrical service characteristics, controls, and communications.

1.5.3. Developer shall include color coded wiring diagrams as installed.

1.5.4. Operating Procedures: Developer shall include start-up, break-in, and routine normal operating instructions and sequences. Developer shall include regulation, control, stopping, shut-down, and emergency instructions. Developer shall include summer, winter, and any special operating instructions.

1.5.5. Maintenance Requirements: Developer shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

1.5.6. Developer shall provide servicing and lubrication schedule, and list of lubricants required.

1.5.7. Developer shall include manufacturer's printed operation and maintenance instructions.

1.5.8. Developer shall include sequence of operation by controls manufacturer.

1.5.9. Developer shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

1.5.10. Developer shall provide control diagrams by controls manufacturer as installed.

1.5.11. Developer shall provide Developer's coordination drawings, with color coded piping diagrams as installed.

1.5.12. Developer shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

1.5.13. Developer shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

1.5.14. Additional Requirements: Developer shall include all additional requirements as specified in Specification(s).

1.5.15. Developer shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.6. SUBMITTAL

1.6.1. Concurrent with the Schedule of Submittals as indicated in the General Construction Provisions (Exhibit "D" to the Facilities Lease), Developer shall submit to the District for review two (2) copies of a preliminary draft of proposed formats and outlines of the contents of the Manual.

1.6.2. For equipment, or component parts of equipment put into service during construction and to be operated by District, Developer shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

1.6.3. On or before the Developer submits its final application for payment, Developer shall submit two (2) copies of a complete Manual in final form. The District will provide comments to Developer and Developer must revise the content of the Manual as required by District prior to District's approval of Developer's final Application for Payment.

1.6.4. Developer must submit two (2) copies of revised Manual in final form within ten (10) days after receiving District's comments. Failure to do so will be a basis for the District withholding funds sufficient to protect itself for Developer's failure to provide a final

Manual to the District. All final documents to be concurrently provided to the District in an electronic format.

END OF DOCUMENT

FORM

WARRANTIES

1. GENERAL

1.1. FORMAT

- 1.1.1. Binders: Developer shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- 1.1.2. Cover: Developer shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- 1.1.3. Table of Contents: Developer shall provide title of Project; name, address, and telephone number of Developer and equipment supplier, and name of responsible principal. Developer shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the Product or work item is specified.
- 1.1.4. Developer shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Developer shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.2. PREPARATION

- 1.2.1. Developer shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Developer shall leave date of beginning of time of warranty until the date of completion is determined.
- 1.2.2. Developer shall verify that warranties are in proper form, contain full information, and are notarized, when required.
- 1.2.3. Developer shall co-execute submittals when required.
- 1.2.4. Developer shall retain warranties until time specified for submittal.

1.3. TIME OF SUBMITTALS

- 1.3.1. For equipment or component parts of equipment put into service during construction with District's permission, Developer shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- 1.3.2. On or before the Developer submits its final application for payment, Developer shall submit all warranties and related documents in final form. The District will provide comments to Developer and Developer must revise the content of the warranties as required by District prior to District's approval of Developer's final Application for Payment.
- 1.3.3. For items of Work that are not completed until after the date of Completion, Developer shall provide an updated warranty for those item(s) of Work within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

RECORD DOCUMENTS

1. RECORD DRAWINGS

1.1. GENERAL

- 1.1.1. "Record Drawings" may also be referred to in the Contract as "As-Built Drawings."
- 1.1.2. As indicated in the Contract Documents, District will provide Developer with one set of reproducible plans of the original Contract Drawings.
- 1.1.3. Developer shall maintain at each Project Site one (1) set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Developer shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Built") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Built shall be available at the Project Site. The Developer shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.
- 1.1.4. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 1.1.5. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Developer.
- 1.1.6. Locations and changes shall be done by Developer in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

1.2. RECORD DRAWING INFORMATION

- 1.2.1. Developer shall record the following information:
 - 1.2.1.1. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
 - 1.2.1.2. Actual numbering of each electrical circuit.
 - 1.2.1.3. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
 - 1.2.1.4. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
 - 1.2.1.5. Installed location of all cathodic protection anodes.
 - 1.2.1.6. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
 - 1.2.1.7. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
 - 1.2.1.8. Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.
- 1.2.2. In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.
- 1.2.3. Developer shall provide additional drawings as necessary for clarification.
- 1.2.4. Developer shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

2. RECORD SPECIFICATIONS

Developer shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.

3. MAINTENANCE OF RECORD DOCUMENTS

- 3.1. Developer shall store Record Documents apart from documents used for construction as follows:
 - 3.1.1. Provide files and racks for storage of Record Documents.
 - 3.1.2. Maintain Record Documents in a clean, dry, legible condition and in good order.
- 3.2. Developer shall not use Record Documents for construction purposes.

END OF DOCUMENT

FORM

COMMISSIONING

4. GENERAL

4.1. SUMMARY

- 4.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- 4.1.2. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- 4.1.3. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner.
- 4.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

4.2. DESCRIPTION

- 4.2.1. **Developer Startup:** Sub-phase of Developer's work ending with Acceptance of Work, during which Developer performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - 4.2.1.1. The District, Construction Manager and Architect and the Inspector shall be present to observe, inspect and identify deficiencies in building systems operations.
- 4.2.2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the District, Construction Manager and Architect.
- 4.2.3. **Fine Tuning:** Fine tuning is the responsibility of Developers after District occupancy and ending one (1) year after District occupancy. During this time the Developer is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
 - 4.2.3.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and all construction deficiencies are corrected.
 - 4.2.3.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

4.3. DEFINITION OF TERMS

- 4.3.1. **Contractor's Pre-Commissioning Checklists:** Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- 4.3.2. **Installation Verification Process:** Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Developer shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.
- 4.3.3. **Functional Performance Testing Process:** Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Developer certifies that systems are 100% complete and ready for functional testing. The Developer will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- 4.3.4. **Deficiencies and Resolutions List:** Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

4.4. COMMISSIONING SCHEDULE

- 4.4.1. Provide schedules for Developer Start-Up work.
- 4.4.2. Incorporate in overall construction schedule.
- 4.4.3. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one (1) year from date of occupancy by the District.

4.5. SUBMITTALS

- 4.5.1. Submit Draft and Final Developer Start-up Forms as described in this Document. Submit Draft Report for Construction Manager and Architect's review and comment prior to Final Submission. Submit Final Report not later than twenty weeks before scheduled date of Acceptance of Work.
- 4.5.2. Prepare and submit one copy of report form to be used in preparation of reports for:
 - 4.5.2.1. Food Service Equipment.
 - 4.5.2.2. Gymnasium Equipment and Scoreboards
 - 4.5.2.3. Laboratory Fume Hoods
 - 4.5.2.4. Elevators
 - 4.5.2.5. Each mechanical system specified in the Specifications.
 - 4.5.2.6. Each Electrical system specified in the Specifications.
- 4.5.3. Each System Report shall be submitted including the following:
 - 4.5.3.1. Project Name
 - 4.5.3.2. Name of System
 - 4.5.3.3. Index of report's content
 - 4.5.3.4. Adjacent to list of equipment, columns to indicate status of equipment operation, to date and to sign off equipment start-up.
 - 4.5.3.5. Space to record equipment and operational problems which cannot be corrected with scheduled Developer Start-Up program and which may delay Acceptance of Work.
 - 4.5.3.6. Manufacturer's equipment start-up reports.
 - 4.5.3.7. Systems' testing, balancing, and adjusting reports.
 - 4.5.3.8. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

4.6. COMMISSIONING DUTIES AND RESPONSIBILITIES

- 4.6.1. Developer Duties and Responsibilities:
 - 4.6.1.1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.
 - 4.6.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
 - 4.6.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.
 - 4.6.1.4. Provide qualified representatives for the functional performance commissioning process.
 - 4.6.1.5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in their respective contracts cost necessary to participate in and complete the commissioning process.
- 4.6.2. **Duties and Responsibilities of Others for Commissioning:** The commissioning process requires the active participation of the Construction Manager, District, Architect and any other related Consultants on the project.

4.7. SYSTEM FAILURES

After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the Developer shall reimburse the District for cost associated with any additional

retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

END OF DOCUMENT

FORM