# Sonoma County Fire District
## Mountain Station #6
### Specification
#### Table of Contents

<table>
<thead>
<tr>
<th>DIVISION</th>
<th>PROCUREMENT AND CONTRACTING REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>00 01 15</td>
<td>List of Drawing Sheets</td>
</tr>
<tr>
<td>00 11 16</td>
<td>Invitation to Bid</td>
</tr>
<tr>
<td>00 22 13</td>
<td>Instruction to Bidders</td>
</tr>
<tr>
<td>00 31 43</td>
<td>Permit Application</td>
</tr>
<tr>
<td>00 41 13</td>
<td>Bid Form</td>
</tr>
<tr>
<td>00 43 13</td>
<td>Bid Security Form</td>
</tr>
<tr>
<td>00 43 36</td>
<td>Proposed Subcontractor List</td>
</tr>
<tr>
<td>00 43 93</td>
<td>Bid Submittal Checklist</td>
</tr>
<tr>
<td>00 45 19</td>
<td>Non Collusion Affidavit</td>
</tr>
<tr>
<td>00 51 00</td>
<td>Notice of Award</td>
</tr>
<tr>
<td>00 60 00</td>
<td>Project Forms</td>
</tr>
<tr>
<td>00 60 10</td>
<td>Form of Agreement</td>
</tr>
<tr>
<td>00 61 13</td>
<td>Construction Performance Bond</td>
</tr>
<tr>
<td>00 61 16</td>
<td>Construction Labor and Material Payment Bond</td>
</tr>
<tr>
<td>00 65 19</td>
<td>Agreement and Release of Any and All Claims</td>
</tr>
<tr>
<td>00 65 36</td>
<td>Guarantee</td>
</tr>
<tr>
<td>00 70 00</td>
<td>General Conditions</td>
</tr>
<tr>
<td>00 73 16</td>
<td>Insurance</td>
</tr>
<tr>
<td>00 80 00</td>
<td>Special Conditions</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DIVISION</th>
<th>GENERAL REQUIREMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 00</td>
<td>Summary</td>
</tr>
<tr>
<td>01 25 00</td>
<td>Substitution Procedures</td>
</tr>
<tr>
<td>01 26 00</td>
<td>Contract Modification Procedures</td>
</tr>
<tr>
<td>01 29 00</td>
<td>Payment Procedures</td>
</tr>
<tr>
<td>01 31 00</td>
<td>Project Management and Coordination</td>
</tr>
<tr>
<td>01 32 00</td>
<td>Construction Progress Documentation</td>
</tr>
<tr>
<td>01 33 00</td>
<td>Submittal Procedures</td>
</tr>
<tr>
<td>01 40 00</td>
<td>Quality Requirements</td>
</tr>
<tr>
<td>01 42 00</td>
<td>References</td>
</tr>
<tr>
<td>01 50 00</td>
<td>Temporary Facilities and Controls</td>
</tr>
<tr>
<td>01 60 00</td>
<td>Product Requirements</td>
</tr>
<tr>
<td>01 73 00</td>
<td>Execution</td>
</tr>
<tr>
<td>01 73 29</td>
<td>Cutting and Patching</td>
</tr>
<tr>
<td>01 74 19</td>
<td>Construction Waste Management and Disposal</td>
</tr>
<tr>
<td>01 77 00</td>
<td>Closeout Procedures</td>
</tr>
<tr>
<td>01 78 23</td>
<td>Operation and Maintenance Data</td>
</tr>
<tr>
<td>01 78 39</td>
<td>Project Record Documents</td>
</tr>
<tr>
<td>01 79 00</td>
<td>Demonstration and Training</td>
</tr>
</tbody>
</table>

---

**Table of Contents**  Page 1 of 2
LIST OF DRAWING SHEETS

A. List of Drawings: Drawings consist of the following Contract Drawings and other drawings of type indicated:

1. Contract Drawings
   a. G001 - Cover Sheet
   b. G002 - Accessibility Details
   c. C001 - General Notes
   d. C002 - General Notes and Details
   e. C101 - Civil Site Plan
   f. A001 - Architectural Abbreviations and Notes
   g. A002 - Architectural Schedule
   h. AD100 - Demolition Site Plan
   i. AD201 - Demolition Floor Plan
   j. A101 - Overall Site Plan – New Construction
   k. A202 - Improvement Floor Plan
   l. A221 - Reflected Ceiling Plan
   m. A230 - Roof Plan
   n. A301 - Exterior Elevations
   o. A401 - Building Sections
   p. A601 - Interior Elevations
   q. A710 – Door, Window, Finish Schedules, & Details
   r. A711 – Interior Details
   s. A712 - Exterior Details
   t. S001 - Standard Structural and Notes
   u. S002 – Typical Foundation Details
   v. S003 - S004 – Typical Wood Framing Details
   w. S005 – Typical Renovation Details
   x. S101 – Site Features & Details
   y. S211 – Foundation Plan
   z. S221 – Roof & Partial Ceiling Framing Plan
   aa. S231 - Shear Wall Diagram
   bb. S411 – Details
   cc. S412 – Canopy Details
   dd. M001 – Mechanical Abbreviations, Symbols, & Notes
   ee. M201 – Mechanical Floor Plan
   ff. M202 – Refrigerant Piping Plan
   gg. M701- M702 – Mechanical Details
   hh. M801 – Mechanical Schedules
   ii. M802 – Controls
   jj. M803 – Refrigerant Piping Details
   kk. P001 - Plumbing Abbreviations, Symbols, & Notes
   ll. PD201 – Plumbing Demolition Plan
   mm. P201 – Plumbing Plan- Hot & Cold Water
   oo. P203 – Plumbing – Compressed Air & Gas
   pp. P701 – P702 – Plumbing Details
   qq. P801 – Plumbing Schedules
   rr. P802 - Plumbing Piping Diagrams
   ss. FP001 – Fire Protection Abbreviations & Notes
   tt. FP002 – Fire Protection Symbols & Notes
uu. FP100 – Site – Fire Protection
vv. E001 – Electrical Abbreviation Symbols & Notes
ww. E002 – Electrical Sheet Spec
xx. E201 – Electrical Power Plan
yy. E221 – Electrical Lighting Plan
zz. E801- Electrical Schedules, Diagrams, & Calcs
aaa. T901- T903 – Title 24

2. Resource Documents for Information (Available Upon Request)
   a. Soils Report
   b. Structural Calculations
   c. Statement of Special Inspections
   d. Septic Tank Evaluation
   e. Well Pump Test

END OF DOCUMENT 00 01 15
DOCUMENT 00 11 16 - INVITATION TO BID

1.1 PROJECT INFORMATION

A. Notice to Bidders: Qualified bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.

Project Identification: Sonoma County Fire District Mountain Station #6.
1. Project Location: 5198 Sharp Road, Calistoga, CA 94515

B. Owner: Sonoma County Fire District Mountain Station #6, 5198 Sharp Road, Calistoga, CA 94515
1. Owner's Representative: Fire Chief: Mark Heine, (707) 838-1170 mheine@sonomacountyfd.org

C. Architect: Kitchell, 2450 Venture Oaks Way, Suite 500, Sacramento, CA 95833
Project Manager, Jeff Peterson, (916) 654-9753 jpeterson@kitchell.com

D. Construction Manager: Kitchell, 2450 Venture Oaks Way, Suite 500, Sacramento, CA 95833
1. Project Manager: Jennifer Frahm, (916) 713-6955 jfrahm@Kitchell.com

E. Project Description: The Sonoma County Fire District Mountain Station #6 project, located at 5198 Sharp Road in Calistoga, California, consists of site work and infrastructure required for the Fire District Mountain Station 6. Project includes relocation of existing generator, installation of new dual pane windows, new retractable power and compressed air wheel, provide new power and water outlets, new patio covering, new concrete pad and utility hook-ups for Fuel Trailer, new site improvements, new finish walls and flooring, new water filtration system, utility hook-ups and cabinet work.

F. Construction Contract: Bids will be received for the following Work:
1. General Contract (all trades).

1.2 BID SUBMITTAL AND OPENING

A. Owner will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
2. Bid Time: 2:00 p.m., local time.
3. Location: Sonoma County Fire District Headquarters, 8200 Old Redwood Hwy, Windsor, CA 95492, (707) 838-1170.

B. Bids will be thereafter publicly opened and read aloud.

1.3 BID SECURITY

A. A certified check or bid bond for not less than ten percent (10%) of the proposal shall be submitted with each bid as a guarantee that the bidder, if awarded the Contract, will fulfill the terms of the bid. No bids may be withdrawn for a period of 90 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities. Substitution of Securities: The Owner will permit the substitution of securities in accordance with the provisions of PCC Section 22300.

1.4 PREBID CONFERENCE

A. A non-mandatory pre-bid conference will be held at 10:00am on Wednesday, October 21st, 2020 Sonoma County Fire District Mountain Station #6, 5198 Sharp Road, Calistoga, CA 94515, Sonoma County Fire District INVITATION TO BID 00 11 16 - 5/2 Mountain Station #6
Interested parties are advised to arrive early in order to park.

1.5 DOCUMENTS
Printed Procurement and Contracting: Interested parties may download copies of bid documents, related attachments and all future communication and correspondence regarding this bid process from the North Coast Builder’s Exchange website at www.ncbeonline.com (follow the prompts for Virtual Plan Room and SCFD Mountain Station #6). The Sonoma County Fire District Mountain Station #6 will not be a distribution point for plans.

A. TIME OF COMPLETION AND LIQUIDATED DAMAGES
B. Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within the Contract Time. Work is subject to liquidated damages.

1.6 BIDDER’S QUALIFICATIONS
A. All Bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with the provisions of California Public Contract code, Section 3300, the Owner has determined that the Contractor shall possess a valid Class B License at the time that the bid is submitted. Failure to possess the specified license shall render the bid as non-responsive. In addition to proper licensing, the respective contractor must be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

END OF DOCUMENT 00 11 16
00 22 13 - INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS

A. Bid forms. The bid forms are the forms contained in the bid package.

1.2 BIDDER'S REPRESENTATIONS

A. Each bidder by submitting a bid represents that:
   1. The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
   2. Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
   3. The bidder understands that quantities of unit price items may vary from the estimates provided in the technical specifications.
   4. Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.
   5. The bidder has informed the Sonoma County Fire District (the “Owner”) in writing no later than 5:00PM on October 23rd, 2020 of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

1.3 PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

A. Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the Construction Manager in writing as soon as reasonably possible, but no later than 5:00PM on October 23rd, 2020. Such notice to the Construction Manager must be sent to the address specified in the Invitation to Bid for questions concerning the bid package. No other questions will be received after the deadline. Only written inquiries will be permitted.

B. Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the Construction Manager and transmitted to all bid package recipients. Copies of all questions and answers will be posted in the Bid Addendum no later than October 28th, 2020 in a written document to all parties who are registered plan holders on the District’s website. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the Construction Manager and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

1.4 PRE-BID ACCESS TO THE PROJECT SITE

A. Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, test, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents.
Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder’s sole expense.

B. Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the Construction Manager at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the Construction Manager and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining Construction Manager approval. The Construction Manager may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

1.5 BIDDING PROCEDURE

A. Bids must be delivered to the Sonoma County Fire District Headquarters, 8200 Old Redwood Hwy, Windsor, CA 95492 no later than 2:00PM on Tuesday, November 3rd, 2020. Bids will be opened and read publicly at that time. Bids that are submitted late according to the official time kept by the District Clerk or a designee, including any extension granted due to a material change, will be returned unopened. Telephones for use by bidders will not be available.

B. In accordance with California Public Contract Code Section 20170, bids must be presented under sealed cover. A completed bid label form furnished with the bid forms must be affixed to and visible on the outside of the sealed bid cover at the time the bid is submitted. Bids must be submitted using the bid forms furnished with the bid package. Bids must bear the bidder’s legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.

C. Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the Construction Manager, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.

D. No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.

E. In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder’s security specified in the Notice to Bidders in an amount of at least ten (10%) percent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice to Bidders for the purpose of determining the lowest price bid. Bidders that elect to provide bidder’s security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder’s security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the Owner all required bonds, certificates of insurance, completed contract forms and other...
documents required of the bid package and enter into a contract with the Owner within ten (10) working days of receipt of the Notice of Award. The bidder’s security of any successful bidder that fails to do so will be forfeited to the Owner. All bidders’ security not forfeited to the Owner will be returned once a successful bidder provides all required documents and enters a contract with the Owner in accordance with all applicable bid package requirements. Forfeiture of the bidder’s security to the Owner will not waive or otherwise limit any other remedy available to the Owner under applicable law.

F. In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice to Bidders, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good standing as of the date and time specified for bid opening, or, if the project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor’s License number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.

G. If the bid forms include a bidder’s questionnaire, all bids must include a completed bidder’s questionnaire on the forms provided. By submitting a bid, bidders authorize Owners representatives to verify any and all information provided on the bidder’s questionnaire and agree to indemnify, defend and hold harmless the Owner and its officials, officers, employees, agents and volunteers to full the extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder’s questionnaire, and/or arising out of use of information provided in the bidder’s questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.

H. Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the Owner. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder’s bid security to the Construction Manager.

1.6 BID PROTESTS

A. Any protest of the proposed award of Bid to the bidder deemed the lowest responsible bidder must be submitted in writing to Kitchell, the District’s Construction Manager, no later than 5:00 PM on Friday, November 5th, 2020.

B. The initial protest must contain a complete statement of the basis for the protest

C. The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.

D. The party filing the protest must concurrently transmit a copy of the initial protest to the bidder deemed the lowest responsible bidder.

E. The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must timely pursue its own protest.
F. The procedure and time limits set forth in this Section are mandatory and are the Bidder’s sole and exclusive remedy in the event of a Bid Protest. The Bidder’s failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the Bid Protest, including filing of a challenge of the award pursuant to the California Public Contracts Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

G. The Owner shall review all timely protests prior to formal award of the Bid. The Owner shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the Owner. At the time of the Owner’s consideration of the award of the bid, the Owner shall also consider the merits of any timely protests. The Owner may either accept the protest and award the bid to the next lowest responsible bidder or reject the protest and award to the lowest responsible bidder. Nothing in this section shall be construed as a waiver of the Owner’s right to reject all bids.

H. The Owner reserves the right to waive any bid irregularities not affecting the amount of the bid, except where such waiver would give the low bidder an advantage or benefit not allowed other bidders.

1.7 AWARD

A. In accordance with applicable law, the Owner reserves the right to reject any or all bids and to waive any informality in any bid. The Owner reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the Owner elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price. In accordance with the contract documents and other applicable law, the Owner may add or deduct items of work from the Project after the lowest responsible bidder is determined.

B. The successful bidder must submit to the Owner complete, executed copies of all documents as specified in Specification Section 00 51 00 – Notice of Award within ten (10) working days of receiving written notice of award of the Project. Bidder’s security of any successful bidder that fails to do so will be forfeited to the Owner.

C. The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.

D. Upon verifying that the successful bidder has provided complete, executed copies of all documents specified, an authorized Owner representative will execute the Project contract, and the Owner will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

1.8 PRICING

A. If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder’s intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.

B. If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price,
subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder’s intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.

C. Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract. The Owner is exempt from federal excise tax and will provide a certificate of exemption to the successful bidder upon request.

1.9 QUANTITIES

A. Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The Owner does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the Owner, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

B. The Owner may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the Owner amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

1.10 SUBSTITUTION OF “OR EQUAL” ITEMS

A. In accordance with California Public Contract Code Section 3400, where the technical specifications or Project drawings list products by manufacturer’s name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer’s name, brand or model number, unless the technical specifications or Project drawings specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Specifications indicate that a particular brand product is necessary to match others in use, when a manufacturer’s name, brand or model number is listed, it shall be construed to be followed by the words “or equal” whether or not those words in fact follow the manufacturer’s name, brand name or model number listed in the technical specifications or Project drawings. Unless the technical specifications or Project drawings indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.

B. Complete information for products proposed as equals must be submitted to the Construction Manager for review by 5:00pm, October 23, 2020, before the deadline for submitting bid RFIs. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the Owner to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer’s name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted after October 23, 2020, will not be considered. Failure to bid products specified by manufacturer name, brand
name or model number where the technical specifications or Project drawings specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

1.11 SUBCONTRACTING

A. Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half (½) of one (1) percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half (½) of one (1) percent of the total Project bid price, or ten thousand dollars ($10,000), whichever is greater. Bids that fail to include complete lists of proposed subcontractors in accordance with Public Contract Code Section 4100 and following and this provision may be deemed non-responsive.

B. In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half (½) of one (1) percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the Owner in accordance with Section 4107 and following of the California Public Contract Code.

1.12 ASSIGNMENT

A. Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the Owner. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

1.13 BONDS

A. The successful bidder must submit to the Owner a performance bond within ten (10) working days of receiving written notice of award. If the Project involves expenditures in excess of twenty five thousand dollars ($25,000), the successful bidder must submit to the Owner a payment or labor and materials bond within ten (10) working days of receiving written notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a warranty or maintenance bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the Owner. Individual sureties will not be accepted. All project bonds must be executed using the forms provided in the bid package.

B. In accordance with California Civil Code Section 9550, the payment or labor and materials bond must be in the amount of one hundred percent (100%) of the total amount payable by the terms
of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code) in accordance with the requirements of California Civil Code Section 9554.

C. The performance bond must be in the amount of one hundred (100%) percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.

D. The warranty or maintenance bond must be in the amount of ten (10%) percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one (1) year from Final Completion of the Project work.

1.14 LABOR LAWS

A. Bidders shall comply with applicable provisions of Chapter 1 of Part 7 of the California Labor Code, beginning with Section 1720.

B. Successful contractor is to provide a workers compensation certificate in compliance with Labor Code Section 1861.

C. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

D. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the project is to be performed. In accordance with California Labor Code Section 1773, the Owner has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the project is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the Owner’s Administrative Office and will be made available on request.

E. In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform project work as a subcontractor.

END OF SECTION
1.1 PERMIT APPLICATION INFORMATION

A. This Document with its referenced attachments is part of the Procurement and Contracting Requirements for Project. They provide Owner's information for Bidders' convenience and are intended to supplement rather than serve in lieu of the Bidders' own investigations. This Document and its attachments are not part of the Contract Documents.

B. Permit Application: The building permit for Project has been applied for by the Owner/Construction Manager. The awarded general contractor will be responsible for obtaining the permit from the Sonoma County Building Department.

END OF SECTION
1.1 BID INFORMATION
Bidder: 
Project Name: Sonoma County Fire District Mountain Station #6
Project Location: 5198 Sharp Road, Calistoga, CA 94515.
Owner: Sonoma County Fire District
Architect: Kitchell CEM
Architect Project Number: 6608C2

1.2 CERTIFICATIONS AND BASE BID
Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Kitchell CEM and Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. $______________________ Dollars ($_______).

1.3 BID GUARANTEE
The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after receipt of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting ten percent (10%) of the Base Bid amount above:

1. $______________________ Dollars ($_______).

In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.4 TIME OF COMPLETION
The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by the Sonoma County Fire District, and shall substantially complete the Work within 180 calendar days.

1.5 ACKNOWLEDGEMENT OF ADDENDA
The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:
1. Addendum No. 1, dated______________.
2. Addendum No. 2, dated______________.
3. Addendum No. 3, dated______________.
4. Addendum No. 4, dated______________.

1.6 BID SUPPLEMENTS
The following supplements are a part of this Bid Form and are attached hereto.

1. Bid Form Supplement – Document 00 43 13 – Bid Security Form
2. Bid Form Supplement – Document 00 43 36 – Proposed Subcontractor List
3. Bid Form Supplement – Document 00 45 19 – Non Collusion Affidavit
1.7 CONTRACTOR'S LICENSE
The undersigned further states that it is a duly licensed contractor as outlined in Section 00 11 16 – Invitation to Bid, paragraph 1.6A, for the type of work proposed, in Sonoma County, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

1.8 DOCUMENT CONTINUES

1.9 SUBMISSION OF BID

Respectfully submitted this______day of____________, 2020.

Submitted By: ____________________________
(Name of bidding firm or corporation)

Authorized Signature: ________________________
(Handwritten signature)

Signed By: ________________________________
(Type or print name)

Title: ________________________________
(Owner/Partner/President/Vice President)

Witness By: ________________________________
(Handwritten signature)

Attest: ________________________________
(Handwritten signature)

By: ________________________________
(Type or print name)

Title: ________________________________
(Corporate Secretary or Assistant Secretary)

Street Address: ________________________________

City, State, Zip ________________________________

Phone: ________________________________

License No.: ________________________________

Federal ID No.: ________________________________

(End of Document)

(Affix Corporate Seal Here)
DOCUMENT 00 43 13

BIDDERS BOND

KNOW ALL MEN BY THESE PRESENT:

THAT WE ________________________________

as PRINCIPAL, and ________________________________

as SURETY, are held and firmly bound unto Sonoma County Fire District in the penal sum of TEN PERCENT (10%) of THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the Sonoma County Fire District for the work described below; for the payment of which sum in lawful money of the United States, well and truly, to be made to the Sonoma County Fire District to which said bid was submitted, we bind ourselves; our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $______________________.

THE CONDITION OF THIS OBLIGATION IS SUCH,

THAT, WHEREAS, the Principal has submitted the above mentioned bid to the Sonoma County Fire District, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Sonoma County Fire District Headquarters, 8200 Old Redwood Hwy, Windsor, CA 95492, on ____________ at ____________:

Sonoma County Fire District
Mountain Station #6

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specification, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the District, one to guaranty faithful performance, one to guaranty payment for labor and materials another to guaranty correction of defective materials or workmanship as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue. In the event suit is brought upon this bond by the obligee and judgment is recovered, the Surety shall pay all costs incurred by the obligee in such suit, including a reasonable attorney's fee to be fixed by the court.
Sonoma County Fire District
Mountain Station #6

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

________________________day of_______________________2020.

________________________(Seal)

________________________(Seal)

________________________(Seal)
Principal

________________________(Seal)

________________________(Seal)
Surety

NOTE: Signatures of those executing for the surety must be properly acknowledged.

END OF DOCUMENT
Bidder submits the following information as to the subcontractors Bidder intends to employ if awarded the Contract.

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page.) Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.

Name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or the improvement, or a subcontractor licensed by the State of California who, under subcontract of the prime contractor, specially fabricates and installs portions of the work or improvements according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of the general contractor's total bid.

Contractor will not be permitted to change this listing without prior written approval of the Owner. If the bidder fails to stipulate a subcontractor for any portion of the work under this contract, it shall be understood that the Contractor will perform such work without subcontracting the same, and they will not be permitted to subcontract said work without prior written approval of the Owner. Contractor will be required to show a sample of the proposed subcontract to the owner prior to executing any subcontracts. The Owner will require that each subcontract have a provision where the subcontractor is assignable to the Owner.

The percentage of work, labor, or services which will be done or rendered by each subcontractor shall be provided by the Contractor.

<table>
<thead>
<tr>
<th>Full Name of Subcontractor, Address Telephone Number and email</th>
<th>Description of Work: Reference To Bid Items</th>
<th>Subcontractor's License No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Bidder to attach additional sheets if necessary)

-END OF SECTION-
1.1 BID INFORMATION

A. Bidder: ____________________________________________.

B. Prime Contract: ____________________________________.

C. Project Name: Sonoma County Fire District Mountain Station #6.

D. Project Location: 5198 Sharp Road, Calistoga, CA 94515.

E. Owner: Sonoma County Fire District.

F. Architect: Kitchell CEM.


H. Construction Manager: Kitchell.

1.2 BIDDER’S CHECKLIST

A. In an effort to assist the Bidder in properly completing all documentation required, the following checklist is provided for the Bidder’s convenience. The Bidder is solely responsible for verifying compliance with bid submittal requirements.

B. Attach this completed checklist to the outside of the Submittal envelope.

☐ Used the Bid Form provided in the Project Manual.

☐ Prepared the Bid Form as required by the Instructions to Bidders.

☐ Indicated on the Bid Form the Addenda received.

☐ Attached to the Bid Form: <Insert name of Bid Form supplement>.

☐ Attached to the Bid Form: Bid Bond OR a certified check for the amount required.

☐ Non-Collusion Affidavit

☐ Proposed Subcontractors List

☐ Bid envelope shows name and address of the Bidder.

☐ Bid envelope shows the Bidder’s Contractor’s License Number.

☐ Bid envelope shows name of Project being bid.

☐ Bid envelope shows name of Prime Contract being bid, if applicable.

☐ Bid envelope shows time and day of Bid Opening.

☐ Verified that the Bidder can provide executed Performance Bond and Labor and Material Bond.

☐ Verified that the Bidder can provide Certificates of Insurance in the amounts indicated.

END OF DOCUMENT
DOCUMENT 00 45 19 - NON-COLLUSION AFFIDAVIT

PUBLIC CONTRACT CODE §7106

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

STATE OF CALIFORNIA )
COUNTY OF ________________ ) ss.

[__________________________], being first duly sworn, deposes and says that he or she is

[Name of Bidder], the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding, and that the Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of Bidder or any other bidder, or to fix any overhead, profit or cost element of the Bid price, or of that of any other bidder, or to secure any advantage against the Sonoma County Fire District, or anyone interested in the proposed contract; that all statements contained in the Bid are true; and further, that Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, Bid depository, or to any member or agent thereof to effectuate a collusive or sham Bid.

Executed under penalty of perjury under the laws of the State of California:

__________________________________________
(Name of Bidder)

__________________________________________
(Signature of Principal)

Subscribed and sworn before me __________________________________________

This_______day of______________________, 20____

Notary Public of the State of ________________________________
In and for the County of ________________________________
My Commission expires______________________ (Seal)

(If Bidder is a partnership or a joint venture, this affidavit must be signed and sworn to by every member of the partnership or venture.)

(If Bidder [including any partner or venturer of a partnership or joint venture] is a corporation, this affidavit must be signed by the Chairman, President, or Vice President and by the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.)

(If Bidder's affidavit on this form is made outside the State of California, the official position of the person taking such affidavit shall be certified according to law.)

-END OF SECTION-

Sonoma County Fire District
Mountain Station #6
DOCUMENT 00 51 00 - NOTICE OF AWARD

Dated _______________________

TO: ______________________________________________________

ADDRESS: __________________________________________________

CONTRACT NO.: ______________________________________________

CONTRACT FOR:

Sonoma County Fire District Mountain Station #6,

5198 Sharp Road, Calistoga, CA

The Contract Sum of your contract is ____________________________ Dollars ($ ________________________).

1. Five (5) copies of each of the proposed Contract Documents (except Specifications and Drawings) accompany this Notice of Award. Five sets of Specifications and Drawings will be delivered separately or otherwise made available to you immediately.

2. You must comply with the following conditions by 5:00 p.m. on [___day____], [___date____].

   a. Deliver to the Sonoma County Fire District five fully executed counterparts of Section 00 60 10 (Form of Agreement). Each of the Contract Documents must bear your signature on the cover page.
   b. Deliver to the Sonoma County Fire District five original Section 00 61 13 (Construction Performance Bond), executed by you and your surety.
   c. Deliver to the Sonoma County Fire District five original Section 00 61 16 (Construction Labor and Material Payment Bond), executed by you and your surety.
   d. Deliver to the Sonoma County Fire District five original set of the insurance certificates with endorsements required under Section 00 70 00 (General Conditions).
   e. Deliver to the Sonoma County Fire District five original copies of Section 00 65 36 (Guarantee), each executed by you.

3. Failure to comply with these conditions within the time specified will entitle the Sonoma County Fire District to consider your Bid abandoned, to annul this Notice of Award, and to declare your Bid security forfeited.

4. Within 10 Days after you comply with the conditions in paragraph 2 of this Section 00 51 00, the Sonoma County Fire District will return to you one fully signed counterpart of Section 00 60 10 (Form of Agreement) with the Contract Documents.

5. Upon commencement of the Work, you and each of your Subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with Section 1776 of the California Labor Code.

6. Send all of the required above listed items to the Sonoma County Fire District Headquarters, 8200 Old Redwood Hwy, Windsor, CA 95492
SONOMA COUNTY FIRE DISTRICT

BY: Mark Heine
   Fire Chief
   Sonoma County
   Fire District

-END OF SECTION-
1.1 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:
   1. Document 00 60 00 – Form of Agreement
   2. Document 00 70 00 – General Conditions are included in the Project Manual.
   3. Document 00 80 00 – Special Conditions for Project are separately prepared and included in the Project Manual.

1.2 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; http://www.aia.org/contractdocs/purchase/index.htm; docspurchases@aia.org; (800) 942-7732.

C. Preconstruction Forms:
   1. Document 00 61 13 – Construction Performance Bond
   2. Document 00 61 16 – Construction Labor and Material Payment Bond
   3. Form of Certificate of Insurance: As outlined in Specification Sections 00 73 16 – Insurance and 00 70 00 – General Conditions.

D. Information and Modification Forms:
   1. Form for Requests for Information (RFIs): Software-generated form as outlined in Specification Section 01 31 00 – Project Manager and Coordination and 00 70 00 – General Conditions can be used.
   2. Form of Request for Proposal: To be issued by the Construction Manager.
   3. Change Order Form: To be issued by the Construction Manager.
   4. Form of Architect's Memorandum for Minor Changes in the Work: To be issued by the Architect and/or Engineer.
   5. Form of Change Directive: To be issued by the Architect and/or Engineer.

E. Payment Forms:
   1. Schedule of Values Form: AIA Document G703, "Continuation Sheet."
   3. Form of Contractor's Affidavit: AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
   5. Form of Consent of Surety: AIA Document G707, "Consent of Surety to Final Payment."

END OF DOCUMENT 00 60 00
THIS AGREEMENT, dated this _____ day of ________, 2020, is by and between 

[Name of Contractor]

whose place of business is located at:

[Address of Contractor]

(“Contractor”), and the SONOMA COUNTY FIRE DISTRICT (the “Owner”).

WHEREAS, the Owner, by its Resolution No. ________________ adopted on the _____ day of _____________, awarded to Contractor the following contract:

SONOMA COUNTY FIRE DISTRICT MOUNTAIN STATION #6
at
5198 Sharp Road, Calistoga CA

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and the Owner agree as follows:

Article 1. Work

1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. Owner Representative and Construction Manager

2.1 The Owner has designated ________________ to act as the Owner’s Representative(s), who will represent the Owner in performing the Owner duties and responsibilities and exercising the Owner rights and authorities in Contract Documents. The Owner may change the individual(s) acting as the Owner’s Representative(s), or delegate one or more specific functions to one or more specific Owner Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each Owner Representative is the beneficiary of all Contractor obligations to the Owner, including without limitation, all releases and indemnities.

2.2 The Owner has designated Kitchell/CEM, Inc., a California Corporation to act as Construction Manager. The Owner may assign all or part of the Owner Representative’s rights, responsibilities and duties to Construction Manager. The Owner may change the identity of the Construction Manager at any time with notice and without liability to Contractor.

2.3 All notices or demands to the Owner under the Contract Documents shall be submitted to the Owner’s Representative at:

Kitchell – Jennifer Frahm, Project
Manager 2750 Gateway Oaks Drive,
Suite 300
Sacramento, CA 95833
or to such other person(s) and address(es) as the Owner shall provide to Contractor.

2.4 The Owner, and Construction Manager, as the Owner’s representative, do not, in exercising their responsibilities and authorities under the Contract Documents, assume any duties or responsibilities to any sub-contractor or supplier, nor do the Owner or Construction Manager assume any duty of care to Contractor, its sub-contractors, or suppliers.

Article 3. Contract Time and Liquidated Damages

3.1 Contract Time.

The date of commencement of the Work shall be the date that is stated in a notice to proceed (the "Notice to Proceed") issued by the Owner to Contractor (the "Commencement Date").

Contractor shall diligently execute the Work to completion and shall achieve Substantial Completion of the Work within 180 calendar days from the Commencement Date (the "Contract Time"). Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment Application within 30 calendar days from the date of acceptance of Substantial Completion of the Work.

By executing this Agreement Contractor has accounted for and anticipated foreseeable delays, and confirms that the Contract Time is a reasonable period for performing the Work. The Contractor shall have the sole and exclusive responsibility for completing the Work according to the Construction Schedule. To the extent applicable, the Construction Schedule shall be revised at appropriate intervals as required by the conditions of the Work, and shall provide for expeditious and practicable execution of the Work; provided, however, the Contract Time may only be adjusted as permitted by this Agreement and the General Conditions.

3.2 Liquidated Damages.

The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss in the form of contract administration expenses (such as project management and consultant expenses), if all or any part of the Work is not completed including consequential loss of use and disruption of normal operations within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with Article 15 and 16 of Document 00 70 00 (General Conditions), Contractor and the Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by the Owner because of a delay in completion of all or any part of the Work. Accordingly, the Owner and Contractor agree that as liquidated damages for delay, Contractor shall pay the Owner:

Five Hundred Dollars ($500) per day for each day that expires after the time specified herein for the Contractor to achieve Substantial Completion of the entire Work.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by the Owner resulting from delay in completion of the Work.

3.3 Liquidated damages for delay shall only cover administrative, overhead, and loss of public use damages suffered by the Owner as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from defective work, costs of substitute facilities, lost revenues or damages suffered by others who then seek to recover their damages
from the Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

**Article 4. Contract Sum**

4.1 The Owner shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

[ENTER FINAL CONTRACT AWARD PRICE HERE]

**Article 5. Contractor’s Representations**

In order to induce the Owner to enter into this Agreement, Contractor makes the following representations and warranties:

5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.

5.2 Contractor has given the Owner prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the written resolution thereof through Addenda issued by the Owner is acceptable to Contractor.

5.3 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Contractor.

5.4 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein.

5.5 Contractor is not in material breach of any agreement, nor is there any claim pending against Contractor that could materially adversely affect Contractor’s ability to perform the Work.

5.6 Contractor is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management, and superintendence of projects of the size, complexity, and nature of this particular Project, and will perform the Work with the care, skill, and diligence of such a Contractor.

5.7 Contractor is able to furnish the tools, materials, supplies, equipment, and labor itself or through its Subcontractors required to complete the Work and perform its obligations hereunder, and has sufficient experience and competence to do so.

5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 et seq. in Section 00 43 36 – Proposed Subcontractors List.
Article 6. Contract Documents

6.1 Contract Documents consist of the following documents, including all changes, addenda, and modifications thereto:

The entirety of Division 00, including:

- Document 00 51 00 Notice of Award
- Document 00 60 10 Form of Agreement
- Document 00 55 00 Notice to Proceed
- Document 00 61 13 Construction Performance Bond
- Document 00 61 16 Construction Labor and Material Payment Bond
- Document 00 65 19 Agreement and Release of Any and All Claims
- Document 00 65 36 Guarantee
- Document 00 70 00 General Conditions
- Document 00 73 16 Insurance
- Document 00 80 00 Special Conditions
- Document 00 91 13 Addenda
- Specification Division 01 thorough Division 10
- Drawings and Specifications listed in Document 00 01 15 – List of Drawing Sheets.

6.2 There are no other Contract Documents than those listed above in this Article 6. Document Phase 1 Environmental Site Assessment and the information supplied through this document, are not part of the Contract Documents. This document is provided for reference only. The Contract Documents may only be amended, modified or supplemented as provided in Document 00 70 00 (General Conditions).

6.3 The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between Construction Manager and Contractor, (2) between the Owner or its representatives and a Sub-contractor or Sub-sub-contractor or (3) between any persons or entities other than the Owner and Contractor. Contractor is fully responsible for all acts and omissions of its Sub-contractors, suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with Contractor just as Contractor is responsible for Contractor's own acts and omissions.

Article 7. Miscellaneous

7.1 Terms used in this Agreement are defined in Document 00 70 00 (General Conditions) of the Specifications and will have the meaning indicated therein.

7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of the Owner or acting as an employee, agent, or representative of the Owner, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the Owner is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.

7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.

7.4 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 [commencing...
with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the Owner tenders final payment to Contractor, without further acknowledgment by the parties.

7.5 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents by reference and on file at the Owner’s office, and shall be made available to any interested party on request.

7.6 Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.

7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Sonoma, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Sonoma County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00 70 00 (General Conditions) established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

7.9 The Contract Documents, and any modifications, shall represent the entire and integrated agreement between the Owner and Contractor regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties’ agreement. The Contract Documents, and any modifications, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this agreement or written modifications. The Owner and Contractor represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Contract Documents and the parties are not and will not rely on any other information.
IN WITNESS WHEREOF the parties have executed this Agreement in quadruplicate the day and year first above written.

DISTRICT:  
SONOMA COUNTY FIRE DISTRICT  

CONTRACTOR:  
[Contractor’s name]

By: ________________________________  By: ________________________________  
Signature

________________________________________  
Title

________________________________________  
Title

-END OF DOCUMENT-
DOCUMENT 00 61 13 - CONSTRUCTION PERFORMANCE BOND

PERFORMANCE BOND
PUBLIC WORKS

KNOW ALL PERSONS BY THESE PRESENT that the SONOMA COUNTY FIRE DISTRICT ("Owner"), located in the COUNTY OF SONOMA, State of California, has awarded a contract to and has entered into an agreement with______________________, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled: “_______________________,” which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

NOW, THEREFORE, we, the PRINCIPAL and______________________, as Surety, are held and firmly bound unto the SONOMA COUNTY FIRE DISTRICT (hereinafter called Owner), 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, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded PRINCIPAL, his/her/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, therein provided, on his/her/their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, and save harmless the SONOMA COUNTY FIRE DISTRICT, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by Sonoma County Fire District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anyway affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.
IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and surety above named, _______________________________ on _________________.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

__________________________________________
PRINCIPAL

BY: _______________________________________
TITLE

__________________________________________
SURETY

BY: _______________________________________
TITLE

It has been confirmed that Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best’s rating of at least _______.

__________________________________________
SONOMA COUNTY FIRE DISTRICT

The form of the above bond is approved this ______ day of ______________________, ____________.

-END OF SECTION-
KNOW ALL PERSONS BY THESE PRESENT that the SONOMA COUNTY FIRE DISTRICT ("Owner"), located in the COUNTY OF SONOMA, State of California, has awarded a contract to and has entered into an agreement with ____________________________, hereinafter designated as "Principal" whereby Principal agrees to complete the improvements more particularly described in all documents forming the complete contract entitled: "__________________________", which said agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required to furnish a bond in connection and with said contract, provided that if said Principal, or any of his/her/its contractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety of this bond will pay the same to the extent hereinafter set forth.

NOW, THEREFORE, we the Principal and ____________________________, as Surety, are held and firmly bound unto the SONOMA COUNTY FIRE DISTRICT in the penal sum of $__________, lawful money of the United States, being not less than one hundred (100%) percent of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her/its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay any of the following, the surety will pay the obligation and, if an action is brought to enforce the liability on this bond, a reasonable attorney's fee, to be fixed by the court:

(1) A person authorized under Section 9100 of the Civil Code to assert a claim against a payment bond.
(2) Amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the contract.
(3) Amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the work and labor.

AS FURTHER TERMS OF THIS BOND, IT IS UNDERSTOOD AS FOLLOWS:

1. This bond and all its provisions shall inure to the benefit of and all persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

2. This bond is given to comply with the provisions of Chapter 5, Title 3, Part 6, Division 4, of the Civil Code. The liability of the Principal and Surety hereunder is governed by the provisions of said Chapter, all acts amendatory thereof, and all other statutes referred to therein.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this contract or to the work or to the specifications.
IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this_______day of____________________,_______, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

NOTE: To be signed by Principal and Surety and acknowledgment and notarial seal attached.

________________________________________

PRINCIPAL

BY:_____________________________________

TITLE

________________________________________

SURETY

BY:_____________________________________

TITLE

It has been confirmed that Surety is admitted by the Department of Insurance to transact business in the State of California and has a Best’s rating of at least______.

________________________________________

SONOMA COUNTY FIRE DISTRICT

The form of the above bond is approved this_______day of____________________, ____________.

-END OF SECTION-
THIS AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS ("Agreement and Release"), made and entered into this [_______] day of [_______], 202_, by and between the SONOMA COUNTY FIRE DISTRICT ("Owner"), and [____________________________] ("Contractor"), whose place of business is at:

__________________________.

RE bâtALS

A. Sonoma County Fire District and Contractor entered into Contract (the “Contract”).

B. The Work under the Contract has been completed.

Now, therefore, it is mutually agreed between Sonoma County Fire District and Contractor as follows:

AGREEMENT

1. Contractor will not be assessed liquidated damages except as detailed below:

| Original Contract Sum | $ ____________________________ |
| Modified Contract Sum | $ ____________________________ |
| Payment to Date       | $ ____________________________ |
| Liquidated Damages    | $ ____________________________ |
| Payment Due Contractor| $ ____________________________ |

2. Subject to the provisions of this Agreement and Release, the Sonoma County Fire District will forthwith pay to Contractor the sum of $__________________________ Dollars and ____ Cents ($__________________________) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with the Sonoma County Fire District, Mountain Station #6 as of the date of such payment.

3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against the Sonoma County Fire District, Mountain Station #6 arising from the Contract, except for the claims described in paragraph 4 of this Section 00 65 19. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against the Sonoma County Fire District, Mountain Station #6, and all its agents, employees, consultants, inspectors, representatives, assignees and transferees except for the Disputed Claims set forth in paragraph 4 of this Section 00 65 19. Nothing in this Agreement and Release shall limit or modify Contractor’s continuing obligations described in paragraph 6 of this Section 00 65 19.

4. The following claims are disputed (hereinafter, the “Disputed Claims”) and are specifically excluded from the operation of this Agreement and Release:
Claim No.  Date Submitted Description of Claim  Amount of Claim

5. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that, in consideration of the payment set forth in paragraph 2 of this Section 00 65 19, Contractor hereby releases and forever discharges the Sonoma County Fire District, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

7. Contractor shall immediately defend, indemnify and hold harmless the Sonoma County Fire District, any of its Representatives, Architects/Engineers, and all of their agents, employees, consultants, inspectors, assignees and transferees, from any and all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities that may be asserted against them by any of Contractor’s suppliers and/or Subcontractors of any tier and/or any suppliers to them for any and all labor, materials, supplies and equipment used, or contemplated to be used in the performance of the Contract, except for the Disputed Claims set forth in paragraph 4 of this Section 00 65 19.

8. Contractor hereby waives the provisions of California Civil Code Section 1542, which provides as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him, must have materially affected his settlement with the debtor.

9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

10. Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this instrument. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.

11. All rights of the Sonoma County Fire District shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.
** CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING **

SONOMA COUNTY FIRE DISTRICT

By: ________________________________  
    Division Chief

[CONTRACTOR]

By: ________________________________  
Name: ______________________________ 
Its: ________________________________

-END OF SECTION-
DOCUMENT 00 65 36 - GUARANTEE

To the SONOMA COUNTY FIRE DISTRICT for construction of:

SONOMA COUNTY FIRE DISTRICT MOUNTAIN STATION #6

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to the Sonoma County Fire for a period of one year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to the Sonoma County Fire District and in accordance with the Sonoma County Fire District written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by the Sonoma County Fire and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, the Sonoma County Fire District may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, the Sonoma County Fire District shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 014200 (References and Definitions). The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor’s duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Firm/Company

Address

Signature

City/State/Zip

Name and Title

Date

-END OF SECTION-

Sonoma County Fire
Mountain Station #6

GUARANTEE

00 65 36 - 1/1
# Table of Contents

## General Conditions

1. **Contract Terms and Definitions**
   1.1. Definitions
   1.2. Laws Concerning The Contract
   1.3. No Oral Agreements
   1.4. No Assignment
   1.5. Notice And Service Thereof
   1.6. No Waiver
   1.7. Substitutions For Specified Items
   1.8. Materials and Work

2. **Owner**
   2.1. Occupancy
   2.2. Owner’s Right to Perform Work

3. **Architect**

4. **Construction Manager**

5. **Inspector, Inspections, and Tests**
   5.1. Project Inspector
   5.2. Tests and Inspections
   5.3. Costs for After Hours and/or Off Site Inspections

6. **Contractor**
   6.1. Status of Contractor
   6.2. Contractor’s Supervision
   6.3. Duty to Provide Fit Workers

---

Sonoma County Fire District
Mountain Station #6

**GENERAL CONDITIONS** 00 70 00 - 1 of 70
6.4. **Purchase of Materials and Equipment** ................................................................. 17
6.5. **Documents On Work** .......................................................................................... 17
6.6. **Preservation of Records** ...................................................................................... 18
6.7. **Integration of Work** ............................................................................................ 18
6.8. **Obtaining of Permits and Licenses** ...................................................................... 18
6.9. **Work to Comply With Applicable Laws and Regulations** ..................................... 18
6.10. **Safety/Protection of Persons and Property** ........................................................... 19
6.11. **Working Evenings and Weekends** ...................................................................... 21
6.12. **Cleaning Up** ...................................................................................................... 21

7. **SUBCONTRACTORS** ................................................................................................. 22

8. **OTHER CONTRACTS/CONTRACTORS** .................................................................. 23

9. **DRAWINGS AND SPECIFICATIONS** ..................................................................... 24
9.1. **Drawings and Specifications Interpretation** ............................................................ 24
9.2. **Review of Contract Documents** ........................................................................... 24
9.3. **Ownership of Drawings** ....................................................................................... 25
9.4. **Interpretation of Contract Documents** ................................................................... 25

10. **CONTRACTOR’S SUBMITTALS AND SCHEDULES** .............................................. 26
10.1. **Schedule of Work and Schedule of Values** ......................................................... 26
10.2. **Monthly Progress Schedule(s)** .......................................................................... 28
10.3. **Material Safety Data Sheets (MSDS)** ............................................................... 28

11. **SITE ACCESS, CONDITIONS, AND REQUIREMENTS** ....................................... 28
11.1. **Site Investigation** ............................................................................................... 28
11.2. **Project Reports** ................................................................................................. 28
11.3. **Access to Work** ................................................................................................. 29
11.4. **Layout and Field Engineering** ............................................................................ 29
11.5. **Utilities** ............................................................................................................. 29
11.6. **Sanitary Facilities** ............................................................................................. 29
16.3. No Additional Compensation for Delays Within Contractor's Control ........................................ 39
16.4. Float or Slack in the Schedule ........................................................................................................ 40

17. **CHANGES IN THE WORK** .................................................................................................................. 40
17.1. No Changes Without Authorization .................................................................................................. 40
17.2. Architect Authority ............................................................................................................................. 41
17.3. Change Orders ....................................................................................................................................... 41
17.4. Construction Change Directives .......................................................................................................... 41
17.5. Force Account Directives ..................................................................................................................... 41
17.6. Price Request ......................................................................................................................................... 42
17.7. Proposed Change Order ......................................................................................................................... 42
17.8. Format for Proposed Change Order ..................................................................................................... 43
17.9. Change Order Certification ................................................................................................................... 44
17.10. Determination of Change Order Cost .................................................................................................. 44
17.11. Deductive Change Orders .................................................................................................................... 45
17.12. Discounts, Rebates, and Refunds ....................................................................................................... 45
17.13. Accounting Records ............................................................................................................................ 45
17.14. Notice Required .................................................................................................................................... 45
17.15. Applicability to Subcontractors .......................................................................................................... 45
17.16. Alteration to Change Order Language ............................................................................................... 45
17.17. Failure of Contractor to Execute Change Order .................................................................................. 45

18. **REQUEST FOR INFORMATION** ........................................................................................................ 46

19. **PAYMENTS** ....................................................................................................................................... 46
19.1. Contract Sum .......................................................................................................................................... 46
19.2. Applications for Progress Payments .................................................................................................... 46
19.3. Progress Payments ................................................................................................................................ 49
19.5. Subcontractor Payments ....................................................................................................................... 52

20. **COMPLETION OF THE WORK** .......................................................................................................... 53
20.1. Completion ............................................................................................................. 53
20.2. Close-Out Procedures ............................................................................................ 53
20.3. Final Inspection ..................................................................................................... 54
20.4. Costs of Multiple Inspections .............................................................................. 55
20.5. Partial Occupancy or Use Prior to Completion ..................................................... 55

21. FINAL PAYMENT AND RETENTION .................................................................... 56
21.1. Final Payment ........................................................................................................ 56
21.2. Prerequisites for Final Payment ........................................................................... 56
21.3. Retention ................................................................................................................ 57
21.4. Substitution of Securities ...................................................................................... 57

22. UNCOVERING OF WORK ......................................................................................... 57

23. NONCONFORMING WORK AND CORRECTION OF WORK ................................. 57
23.1. Nonconforming Work ........................................................................................... 57
23.2. Correction of Work ............................................................................................... 57

24. TERMINATION AND SUSPENSION ........................................................................ 58
24.1. Owner's Right to Terminate Contract for Cause ................................................... 58
24.2. Termination of Contract for Convenience ............................................................ 61
24.3. Suspension of Contract for Convenience ............................................................... 61

25. CLAIMS AND DISPUTES ....................................................................................... 61
25.1. Performance During Claim Process ..................................................................... 61
25.2. Definition of Claim ............................................................................................... 62
25.3. Claim Presentations .............................................................................................. 62
25.4. Claim Resolution ................................................................................................... 62

26. LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS ............. 64
26.1. Labor Compliance Program .................................................................................. 64
26.2. Wage Rates, Travel, and Subsistence ................................................................. 65
26.3. Hours of Work ....................................................................................................... 66
26.4. Payroll Records ...............................................................................................................66
26.5. Apprentices ......................................................................................................................68
26.6. Non-Discrimination ........................................................................................................69
26.7. Labor First Aid ...............................................................................................................69
27. MISCELLANEOUS ............................................................................................................69
27.1. Assignment of Antitrust Actions ......................................................................................69
27.2. Excise Taxes ....................................................................................................................70
27.3. Taxes ................................................................................................................................70
27.4. Shipments .......................................................................................................................70
SECTION 00 70 00

GENERAL CONDITIONS

ARTICLE 1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm, (2) unanticipated, and (3) at the Project.

1.1.2. Application for Payment. The submittal from Contractor wherein payment for certain portions of completed Work is requested in accordance with Article 19.

1.1.3. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.4. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Owner's Architect on this Project or the Architect’s authorized representative. The Owner has selected KITCHELL CEM as the Architect.

1.1.5. Bidder: A contractor who intends to provide a proposal to the Owner to perform the Work of this Contract.

1.1.6. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Sum or Contract Time.

1.1.7. Commencement Date: Date of commencement of the Work stated in a Notice to Proceed issued by the Owner.

1.1.8. Construction Change Directive: A written order prepared and issued by the Owner, the Construction Manager, and/or the Architect and signed by the Owner and the Architect, directing a change in the Work.

1.1.9. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the Owner. The Owner has selected Kitchell/CEM, Inc., a California Corporation as the Construction Manager.

1.1.10. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by the Owner.

1.1.11. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the Owner and Contractor, identified as the Contract Documents.

1.1.12. The Contract Documents consist of the following documents:
1.1.12.1. Document 00 11 16 - Invitation to Bid
1.1.12.2. Document 00 22 13 - Instructions to Bidders
1.1.12.3. Document 00 41 13 – Bid Form
1.1.12.4. Document 00 43 36 – Proposed Subcontractor List
1.1.12.5. Document 00 43 93 – Bid Submittal Checklist
1.1.12.6. Document 00 45 19 – Non-Collusion Affidavit
1.1.12.7. Contract Drawings and Specifications
1.1.12.8. Any and all addenda to any of the above documents
1.1.12.9. Any and all change orders or written modifications to the above documents if approved in writing by the Owner.

1.1.12. Contract Sum: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.13. Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.14. Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.15. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.16. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.17. Drawings: (or “Plans”) The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.18. Final Acceptance/ Final Completion: The date on which the Work has been fully completed in accordance with the requirements of the Contract Documents and the requirements for Project closeout are accepted by the Owner pursuant to Article 20.

1.1.19. Final Payment: The payment to the Contractor from the Owner pursuant to Article 21.

1.1.20. Force Account Directive: A process that may be used when the Owner and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.21. Labor Compliance Program: Not Used

1.1.22. Notice to Proceed: Document issued by the Owner fixing the date for commencement of the Work.

1.1.23. Owner: The Sonoma County Fire District. The Owner's designated representative will

1.1.23.1. Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the Owner.

1.1.23.2. Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the Owner will communicate with or direct the Contractor.
1.1.24. **Premises:** The real property leased by the Owner on which the Site is located, to wit 5198 Sharp Road, Calistoga, CA 94515.

1.1.25. **Price Request.** See Section 17.6.1

1.1.26. **Product(s):** New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the Owner for reuse.

1.1.27. **Product Data:** Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.28. **Project:** The planned undertaking as provided for in the Contract Documents.

1.1.29. **Project Inspector:** (or “Inspector”) The individual(s) retained by the Owner in accordance with Title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.30. **Proposed Change Order/ PCO:** See Section 17.7.1.

1.1.31. **Provide:** Shall include “provide complete in place,” that is, “furnish and install,” and “provide complete and functioning as intended in place” unless specifically stated otherwise.

1.1.32. **Punch List:** See Section 20.2.1

1.1.33. **Request for Information (RFI):** A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.34. **Request for Substitution:** A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.35. **Safety Orders:** Written and/or verbal orders for construction issued by the California Division of Industrial Safety (“CalOSHA”) or by the United States Occupational Safety and Health Administration (“OSHA”).

1.1.36. **Safety Plan:** Contractor’s safety plan specifically adapted for the Project. Contractor’s Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.37. **Samples:** Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.38. **Schedule of Values:** Itemized list for all of the Work including quantities and prices of items aggregating the Contract Sum which subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during construction; see Section 10.1.1.2 for more detailed requirements.
1.1.39. **Shop Drawings**: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.40. **Site**: The Project site as shown on the Drawings.

1.1.41. **Specifications**: That portion of the Contract Documents, Division 1 through Division 49 to the extent applicable, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.42. **Subcontractor**: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.43. **Submittal Schedule**: The schedule of submittals as provided by Contractor and approved by Owner.

1.1.44. **Surety**: The person, firm, or corporation that executes as surety the Contractor’s Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.45. **Work**: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2. **Laws Concerning The Contract**

The Contract is subject to all provisions of the Constitution and laws of California governing, controlling, or affecting Owner, or the property, funds, operations, or powers of Owner, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3. **No Oral Agreements**

No oral agreement or conversation with any officer, agent, or employee of Owner, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4. **No Assignment**

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the Owner. Assignment without Owner’s prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by Owner in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the Owner.

1.5. **Notice And Service Thereof**
1.5.1. Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2. If notice is given by overnight delivery service, it shall be considered delivered on one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6. No Waiver

The failure of Owner in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the Owner, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the Owner under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7. Substitutions For Specified Items

See Special Conditions, Document 00 80 00 and Document 01 25 00 – Substitution Procedures.

1.8. Materials and Work

1.8.1. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, superintendence, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.

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

1.8.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4. For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer’s most recent published recommendations and specifications.
1.8.5. Contractor shall, after award of Contract by Owner and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from Owner, present documentary evidence showing that orders have been placed.

1.8.6. Owner reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.8.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to Owner, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of the political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise Owner as to owner thereof.

1.8.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of Owner (e.g., Stop Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9. Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by Owner. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to Owner or its authorized representative and shall, at the Owner’s request, forward it to the Owner.

ARTICLE 2. OWNER

2.1. Occupancy

Owner reserves the right to occupy portions of the Project at any time before completion. Neither the Owner's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by Owner shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

2.2. Owner's Right to Perform Work

2.2.1. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the Owner, after FORTY-EIGHT (48) hours written notice to the

Sonoma County Fire District  GENERAL CONDITIONS  00 70 00 - 12 of 70
Mountain Station #6
Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

2.2.2. If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, Owner may require at its option:

2.2.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the Owner;

2.2.2.2. That the Owner deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

2.2.2.3. That the Owner exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the Owner hiring its own forces or another contractor to replace the Contractor’s nonconforming Work, in which case the Owner shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or Owner may withhold those amounts from payment(s) to Contractor.

ARTICLE 3. ARCHITECT

3.1. The Architect shall represent the Owner during the Project and will observe the progress and quality of the Work on behalf of the Owner. Architect shall have the authority to act on behalf of Owner to the extent expressly provided in the Contract Documents and to the extent determined by Owner. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect’s reasonable opinion, to insure the proper execution of the Contract.

3.2. The Architect shall, with the Owner and on behalf of the Owner, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the Owner, interpret all other Contract Documents.

3.3. The Architect will review Contractor’s submittals such as Shop Drawings, Product Data and Samples.

3.4. The Architect will conduct inspections to determine dates of substantial completion and Final Completion.

3.5. The Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.

3.6. Contractor shall provide Owner and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

ARTICLE 4. CONSTRUCTION MANAGER

4.1. The Construction Manager will provide administration of the Contract on the Owner’s behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or Owner shall be forwarded through the Construction Manager. The Construction
Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor’s responsibility.

4.2. The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the Owner, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3. The Construction Manager will process Applications for Payment and Change Order requests.

ARTICLE 5. INSPECTOR, INSPECTIONS, AND TESTS

5.1. Project Inspector

5.1.1. To the extent required by the Essential Services Buildings Seismic Safety Act of 1986, one or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by Owner, in accordance with requirements of title 24, part 1, Chapter 4, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by Sonoma County. Duties of Project Inspector(s) are specifically defined in section 4-219 of said part 1 of title 24.

5.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and Sonoma County are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or Sonoma County shall be without liability to the Owner. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and Sonoma County, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2. Tests and Inspections

5.2.1. Work and materials, and manufacture and preparation of materials, from beginning of construction until Final Completion and Final Acceptance of Work, shall be subject to inspection and rejection by Construction Manager, its agents, or independent contractors retained by the Owner to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor’s site safety procedures and program so that they may comply therewith as applicable.
5.2.2. Contractor shall give Construction Manager timely notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

5.2.3. The Owner will select an independent testing laboratory to conduct any required tests. Selection of the materials required to be tested shall be by the laboratory or the Owner's representative and not by the Contractor.

5.2.4. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, that must by terms of the Contract Documents be tested, in order that the Owner may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

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

5.2.6. The Owner will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the Owner and reimbursed by the Contractor or deducted from the Contract Sum.

5.2.7. If any Work (or the work of others) that is required to be inspected, tested or approved is covered by Contractor prior to such inspection, testing or approval, without written approval of Construction Manager, it must, if requested by Construction Manager, be uncovered. Uncovering Work shall be at Contractor's expense unless Contractor has given Construction Manager timely notice of Contractor's intention to cover the same and Construction Manager has given its written approval of the covering of the Work.

5.2.8. Inspection shall not relieve the Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents.

5.2.9. To the extent applicable, tests shall comply with Section 4-213 of part 1 of title 24, and with the provisions of the Specifications.

5.3. Costs for After Hours and/or Off Site Inspections

If the Contractor causes delay(s) on the Project and performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any of those inspection(s) shall be borne by the Contractor and may be at the Contractor's expense and the Owner may deduct those expenses from the next Progress Payment.

ARTICLE 6. CONTRACTOR

Contractor shall construct the Work for the Contract Sum including any adjustment(s) to the Contract Sum pursuant to provisions herein regarding changes to the Contract Sum. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1. Status of Contractor
6.1.1. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the Owner, or any of the Owner’s employees or agents, and Contractor or any of Contractor’s agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents, and its employees shall not be entitled to any rights or privileges of Owner employees. Owner shall be permitted to monitor the Contractor’s activities to determine compliance with the terms of this Contract.

6.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, [http://www.cslb.ca.gov](http://www.cslb.ca.gov).

6.2. Contractor’s Supervision

6.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the Owner does not object and at least one of which shall be fluent in English, written and verbal.

6.2.2. The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor’s employees.

6.2.3. Before commencing the Work herein, Contractor shall give written notice to Owner of the name of its project manager and construction superintendent. Neither the Contractor’s project manager nor construction superintendent shall be changed except with prior written notice to Owner, unless the Contractor’s project manager and/or construction superintendent proves to be unsatisfactory to Contractor, Owner, any of the Owner’s employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify Owner in writing. The Contractor’s project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor’s project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.4. Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to Owner, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to Owner’s Project Inspector(s) if applicable. The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. Duty to Provide Fit Workers

6.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. Owner may require Contractor to permanently remove unfit persons from Project Site.

6.3.2. Any person in the employ of Contractor or Subcontractor(s) whom Owner may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of Owner.
6.3.3. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4. If Contractor intends to make any change in the name or legal nature of the Contractor’s entity, Contractor must first notify the Owner. The Owner shall determine if Contractor’s intended change is permissible while performing this Contract.

6.4. Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner to assure that there will be no delays.

6.5. Documents On Work

6.5.1. Contractor shall keep on the Work Site at all times one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to Owner, Construction Manager, Architect, Architect’s representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, title 24, part 1, California Code of Regulations, section 4-220 if applicable to the Work.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

6.5.2. Daily Job Reports.

6.5.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.5.2.1.1. A brief description of all Contract Work performed on that day.
6.5.2.1.2. A brief description of all Change Order Work performed that day with a list of each employee working on Change Order Work and the total hours worked on Change Order Work for each employee.
6.5.2.1.3. A summary of all other pertinent events and/or occurrences on that day.
6.5.2.1.4. The weather conditions on that day.
6.5.2.1.5. A list of all Subcontractor(s) working on that day.
6.5.2.1.6. A list of each Contractor employee working on that day and the total hours worked for each employee.
6.5.2.1.7. A complete list of all equipment on Site that day, whether in use or not.
6.5.2.1.8. A complete list of all materials, supplies, and equipment delivered on that day.
6.5.2.1.9. A complete list of all inspections and tests performed on that day.

6.5.2.2. Each day Contractor shall provide a copy of the previous day’s Daily Job Report to the Owner or the Owner’s Construction Manager by no later than 12:00 pm, PST.
6.6. **Preservation of Records**

The Owner shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the Owner. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the Owner. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after Final Payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.7. **Integration of Work**

6.7.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as Owner and/or Architect may direct.

6.7.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.7.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of Owner.

6.8. **Obtaining of Permits and Licenses**

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work before the Commencement Date or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, and certificates shall be delivered to Owner before demand is made for Final Payment.

6.9. **Work to Comply With Applicable Laws and Regulations**

6.9.1. Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify Owner in writing and any changes deemed necessary by Owner shall be made as provided in Contract for changes in Work.

6.9.1.2. National Board of Fire Underwriters’ Regulations
6.9.1.3. Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments
6.9.1.5. Industrial Accident Commission’s Safety Orders, State of California
6.9.1.6. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes
6.9.1.7. Americans with Disabilities Act
6.9.1.8. Education Code of the State of California
6.9.1.9. Government Code of the State of California
6.9.1.11. Public Contract Code of the State of California
6.9.1.12. California Art Preservation Act
6.9.1.13. U. S. Copyright Act

6.9.2. Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et. Seq.)

6.9.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising there from.

6.9.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by Sonoma County, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.10. Safety/Protection of Persons and Property

6.10.1. The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.10.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.10.3. Any construction review of the Contractor’s performance is not intended to include review of the adequacy of the Contractor’s safety measures in, on, or near the Work Site.

6.10.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.10.5. The Contractor shall furnish to the Owner a copy of the Contractor’s safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.10.6. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and Final Acceptance by Owner. All Work shall be solely at Contractor’s risk with the exception of damage to the Work caused by “acts of God” as defined in Public Contract Code section 7105.
6.10.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.10.8. Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.10.9. Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to Owner by Contractor.

6.10.10. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.10.11. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.10.12. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the Owner reserves the right to designate certain items of value that shall be turned over to the Owner unless otherwise directed by Owner.

6.10.13. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the Owner during the entire progress of the Work.

6.10.14. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.10.15. The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the Owner and others.

6.10.16. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation,
protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any
damage thereto caused by construction operations.

6.10.17. Contractor shall confine apparatus, the storage of materials, and the operations
of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not
interfere with the Work or unreasonably encumber Premises or overload any structure with
materials. Contractor shall enforce all instructions of Owner and Architect regarding signs,
advertising, fires, and smoking, and require that all workers comply with all regulations while on
Project Site.

6.10.18. Contractor, Contractor’s employees, Subcontractors, Subcontractors’ employees,
or any person associated with the Work shall conduct themselves in a manner appropriate for a
public safety building site. No verbal or physical contact with neighbors, profanity, or
inappropriate attire or behavior will be permitted. Owner may require Contractor to permanently
remove non-complying persons from Project Site.

6.10.19. Contractor shall take care to prevent disturbing or covering any survey markers,
monuments, or other devices marking property boundaries or corners. If such markers are
disturbed, Contractor shall have a civil engineer, registered as a professional engineer in
California; replace them at no cost to Owner.

6.10.20. In the event that the Contractor enters into any agreement with owners of any
adjacent property to enter upon the adjacent property for the purpose of performing the Work,
Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency
that owns or has any interest in adjacent property. The form and content of the agreement of
indemnification shall be approved by the Owner prior to the commencement of any Work on or
about the adjacent property. The Contractor shall also indemnify the Owner as provided in the
indemnification provision herein. These provisions shall be in addition to any other requirements
of the owners of the adjacent property.

6.11. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the
Owner. Contractor shall give the Owner seventy-two (72) hours notice prior to performing any
evening and/or weekend work. Contractor shall perform all evening and/or weekend work only
upon Owner’s approval and in compliance with all applicable rules, regulations, laws, and local
ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse
the Owner for any Inspector charges necessitated by the Contractor’s evening and/or weekend
work.

6.12. Cleaning Up

6.12.1. The Contractor shall provide all services, labor, materials, and equipment necessary for
protecting the Work, furnishings, equipment, and building structure from damage until its Final
Completion and Final Acceptance by Owner. Dust barriers shall be provided to isolate dust and
dirt from construction operations. At completion of the Work and portions thereof, Contractor
shall clean to the original state any areas beyond the Work area that become dust laden as a
result of the Work. The Contractor must erect the necessary warning signs and barricades to
ensure the safety of the occupants of the surrounding neighborhood. The Contractor at all times
must maintain good housekeeping practices to reduce the risk of fire damage and must make a
fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where
cutting, braising, soldering, and/or welding is being performed or where there is an increased risk
of fire.
6.12.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, Owner may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the Owner as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

6.12.3. If the Construction Manager, Architect, or Owner observes the accumulation of trash and debris, the Owner will give the Contractor a 24-hour written notice to mitigate the condition.

6.12.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the Owner, the Owner will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Sum, or Owner may withhold those amounts from payment(s) to Contractor.

ARTICLE 7. SUBCONTRACTORS

7.1. Contractor shall provide the Owner with information for all Subcontracts as indicated in the Contractor’s Submittals and Schedules Section herein.

7.2. No contractual relationship exists between the Owner and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3. Contractor agrees to bind every Subcontractor by terms of Contract as far as those terms are applicable to Subcontractor’s work including, without limitation, all provisions and requirements of the Owner’s Labor Compliance Program (“LCP”), if an LCP is in force on this Project. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to Owner for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4. Owner’s consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5. Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the Contractor’s and Subcontractors’ obligations and liability for violations of prevailing wage law and other applicable laws.

7.6. No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq, of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1. Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or
7.6.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor’s total bid as to which his original bid did not designate a Subcontractor.

7.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

ARTICLE 8. OTHER CONTRACTS/CONTRACTORS

8.1. Owner reserves the right to let other contracts in connection with the Project.

8.2. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall afford all other contractors, proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials, shall ensure that the execution of its Work properly connects and coordinates with their work, and shall cooperate with them to facilitate the progress of the Work.

8.3. In addition to Contractor’s obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.4. If any part of Contractor’s Work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to the Owner in writing before proceeding with its Work any defects in any other contractor’s work that render Contractor’s Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to Owner for any other contractor’s work that Contractor failed to inspect or should have inspected. Contractor’s failure to inspect and report shall constitute Contractor’s acceptance of all other contractors’ work as fit and proper for reception of Contractor’s Work, except as to defects that may develop in other contractor’s work after execution of Contractor’s Work.

8.5. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the Owner in writing any discrepancy between that executed work and the Contract Documents.

8.6. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by Owner in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.7. Construction Manager shall have authority over coordination of the activities of multiple contractors in those cases where the Owner contracts with others for the performance of other work on the Project. (The authority of Construction Manager with respect to coordination of the activities of multiple prime contractors, however, shall not in any manner relieve Contractor of its obligation to other contractors to coordinate its work with other contractors as specified above.) Contractor shall promptly notify Construction Manager in writing when another contractor on this Project fails to coordinate its work with the Work of this Contract.
8.8. Contractor shall suspend any part of the Work herein specified or shall carry on the same in such manner if directed by Construction Manager when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed therefor if the suspension or work change is due in whole or in part to Contractor's failure to perform its obligation herein specified to coordinate its work with other contractors. If the suspension or work change is due in whole or in part to the failure of another contractor to coordinate its work with Contractor and other contractors, then resulting damages or claims by Contractor will be allowed only to the extent of fault by the Owner. The Owner reserves the right to backcharge Contractor for any damages or claims of other contractors incurred as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners.

ARTICLE 9. DRAWINGS AND SPECIFICATIONS

9.1. Drawings and Specifications Interpretation

9.1.1. A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves.

9.1.2. Materials or Work described in words that so applied have a well known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.1.3. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

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

9.1.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. It is the intent of the Drawings and Specifications to describe a functionally complete Project (or a part thereof) to be constructed in accordance with the requirements of the Contract Documents. Any conflicts occurring the more stringent requirement takes precedent.

9.1.6. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. It shall be the responsibility of the Contractor to notify his sub-bidders at the time of request for bids of all paragraphs of the General Conditions, Special Conditions and any parts of other sections of Specifications or Plans that he, the Contractor, intends to include as a part of the subcontract.

9.1.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.2. Review of Contract Documents

9.2.1. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable
field measurements. Contractor shall be responsible for any errors which might have been avoided by such comparison. Figures shown on Drawings shall be followed; do not scale measurements. The Contractor shall promptly report in writing to the Architect, with copies to Contract Manager any conflict, error, ambiguity or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Architect before proceeding with any Work affected thereby.

9.2.2. No modification or deviation from the plans and specifications will be permitted. Contractor must perform work in strict accord with Plans and Specifications. Deviations from Drawings and from the dimensions therein given, or from the Specifications, whether or not error is believed to exist, shall be made only when approved in writing by the Architect and Construction Manager.

9.3. Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by Owner, are the property of Owner. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to Owner on request at Final Completion of Work, or may be used by Owner as it may require without any additional costs to Owner. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. Owner hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

9.4. Interpretation of Contract Documents

9.4.1. In case of ambiguity, conflict, or lack of information, Owner will furnish clarifications with reasonable promptness. In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

A. The Agreement.
B. Addenda, with those of later date having precedence over those of earlier date.
C. The Special/Supplementary Conditions.
D. The General Conditions of the Contract for Construction.
E. Division 1 of the Specifications.
F. Drawings and all other Divisions of the Specifications.

In the case of conflicts or discrepancies between Drawings and all Divisions of the Specifications excluding Division 1, or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation. In general, full size details shall take precedence over scale drawings as to shape and details of construction; specifications shall govern as to materials.

9.4.2. Should any clarification, in the opinion of Contractor, cause an increase in the Contract Sum, Contractor may request a change in the Contract Sum and/or Contract Time. Any request for a change shall be according to the applicable procedures indicated herein.

9.4.3. Any necessary material, item, piece of equipment or operation not called for, but reasonably implied as necessary for proper completion of the Work, shall be furnished and installed consistent with adjacent or related materials, items or pieces of equipment in accordance with good practice with no added cost.
10. Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1. Within TEN (10) days after the date of the Notice of Intent (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the Owner for review, in a form supported by sufficient data to substantiate its accuracy as the Owner may require:

10.1.1. Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by Owner, 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 as well as all contract milestones and each milestone’s completion date(s) as may be required by the Owner.

10.1.1.2. Preliminary Schedule of Values. A preliminary Schedule of Values for all of the Work, which must include quantities and prices of items aggregating the Contract Sum and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This preliminary Schedule of Values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1. Divided into at least the following categories:

10.1.1.2.1.1. Overhead and profit;
10.1.1.2.1.2. Supervision;
10.1.1.2.1.3. General conditions;
10.1.1.2.1.4. Layout;
10.1.1.2.1.5. Mobilization;
10.1.1.2.1.6. Required Pre-testing;
10.1.1.2.1.7. Submittals;
10.1.1.2.1.8. Bonds and insurance;
10.1.1.2.1.9. Close-out documentation;
10.1.1.2.1.10. All Specification Divisions
10.1.1.2.1.11. Testing;
10.1.1.2.1.12. Punch list and acceptance.

10.1.1.2.2. Divided by each of the following areas:

10.1.1.2.2.1. Site work;
10.1.1.2.2.2. By building;
10.1.1.2.2.3. By each floor if applicable.

10.1.1.2.3. The preliminary Schedule of Values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1. Mobilization and layout combined to equal not more than 2%;
10.1.1.2.3.2. Submittals, samples and shop drawings combined to equal not more than 3%.
10.1.1.2.3.3. Bonds and insurance combined to equal not more than 2%.
10.1.1.2.4. Closeout documentation shall have a value in the preliminary schedule of value of not less than 2%.

10.1.1.2.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor’s overhead, supervision and general conditions costs and profit, as reflected in the Cost Breakdown, shall be paid by the Owner in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.6. Contractor shall certify that the preliminary Schedule of Values as submitted to the Owner is accurate and reflects the costs as developed in preparing Contractor’s bid. The preliminary Schedule of Values shall be subject to the Owner’s review and approval of the form and content thereof. In the event that the Owner objects to any portion of the preliminary Schedule of Values, the Owner shall notify the Contractor, in writing of the Owner’s objection(s) to the preliminary Schedule of Values. Within five (5) days of the date of the Owner’s written objection(s), Contractor shall submit a revised preliminary Schedule of Values to the Owner for review and approval.

10.1.1.2.7. Once the preliminary Schedule of Values is approved by the Owner, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the Owner, which may be granted or withheld in the sole discretion of the Owner.

10.1.1.3. Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, Samples and Mock-ups submittals. Once approved by Owner, this shall become the Submittal Schedule. All submittals shall be forwarded to the Owner by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the Owner so as not to delay the Construction Schedule.

10.1.1.4. Safety Plan. Contractor’s Safety Plan specifically adapted for the Project. Contractor’s Safety Plan shall comply with the following requirements:

10.1.1.4.1. All applicable requirements of California Division of Industrial Safety (“CalOSHA”) and/or by the United States Occupational Safety and Health Administration (“OSHA”).

10.1.1.4.2. All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3. Contractor’s Safety Plan shall be in English and in the language(s) of the Contractor’s and its Subcontractors’ employees.

10.1.1.5. Complete Subcontractor List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.
10.1.2. Contractor must provide all construction schedules both in hard copy and electronically, in a format required per Section 01 32 00 (Construction Progress Documentation).

10.1.3. The Owner will review the construction schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the Owner and resubmit the schedules until approved by the Owner.

10.1.4. The Owner shall have the right at any time to revise the Schedule of Values if, in the Owner's sole opinion, the Schedule of Values does not accurately reflect the value of the Work performed.

10.1.5. All submittals and schedules must be approved by the Owner before Contractor can rely on them as a basis for payment.

10.2. Monthly Progress Schedule(s)

Upon request by the Owner, Contractor shall provide Monthly Progress Schedule(s) to the Owner. A Monthly Progress Schedule shall update the approved Construction Schedule, showing all work completed and to be completed. The process for Owner approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule. Contractor shall submit Monthly Progress Schedule(s) with payment applications, when the Owner notifies the Contractor that a Monthly Progress Schedule is required. The Owner reserves the right to request Monthly Progress Schedule(s) at any time.

10.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the Owner.

ARTICLE 11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1. Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2. Project Reports

11.2.1. While a Phase I Environmental Site Assessment exists, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil conditions or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made a visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.
11.2.2. Contractor agrees that no claim against Owner will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at the Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3. **Access to Work**

Owner and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that Owner’s representatives may perform their functions.

11.4. **Layout and Field Engineering**

11.4.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by Owner and Architect. Any required "Record" drawings of Site development shall be prepared by the approved civil engineer.

11.4.2. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Owner shall not be liable for any claim for allowances because of Contractor’s error or negligence in acquainting itself with the conditions at the Site.

11.4.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of Owner. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of Owner and with Owner’s approval.

11.5. **Utilities**

Utilities shall be provided as indicated in the Specifications and as noted on the drawings.

11.6. **Sanitary Facilities**

Sanitary facilities shall be provided as indicated in the Specifications.

11.7. **Surveys**

Contractor shall provide surveys done by a California licensed civil surveyor to determine locations of construction, grading, and site work as required to perform the Work.
11.8. **Regional Notification Center**

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the Owner, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the Owner the identification number. Any damages arising from Contractor’s failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

11.9. **Existing Utility Lines**

11.9.1. Pursuant to Government Code section 4215, Owner shall be responsible, as between Owner and Contractor, for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of Owner or by the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2. Locations of existing utilities provided by Owner shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor’s failure to do so. Owner shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require Owner to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4. If Contractor, while performing Work under this Contract, discovers utility facilities not identified by Owner in Contract Plans and Specifications, Contractor shall immediately notify the Owner and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the Owner shall be borne by the Contractor.

11.10. **Notification**

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the Owner pursuant to these provisions is to allow the Owner to investigate the condition(s) so that the Owner shall have the opportunity to decide how the Owner desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the Owner in writing, pursuant to these provisions, shall constitute Contractor’s waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11. **Hazardous Materials**
Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials. Contractor shall not permit any hazardous material or substance to be brought to or used on the Site except to the extent such hazardous material or substance is necessary to and customarily used in the construction of projects like the Project. Any hazardous material brought or used on the site by the Contractor, any subcontractor, any material supplier, or any entity for whom any of them is responsible, shall be used, stored and disposed of in compliance with all applicable laws related to such hazardous materials or substances. Any damage to the property resulting from the improper storage or use of hazardous materials or substances shall be remedied by the Contractor at its sole cost and expense in accordance with applicable laws. The Contractor shall provide the Owner notice of any release of hazardous materials or substance at the site. In no event, however, shall the Owner have any responsibility for any substance or material that is brought to the site by the Contractor, any subcontractor, any material supplier, or any entity for whom any of them is responsible.

11.12. **No Signs**

Neither the Contractor nor any other person or entity shall display any signs not required by law or by the Contract Documents at the Site, fences, trailers, offices, or elsewhere on the Site, without specific prior written approval of the Owner.

**ARTICLE 12. TRENCHES**

12.1. **Trenches Greater Than Five Feet**

Pursuant to Labor Code section 6705, if the Contract Sum exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the Owner and/or a registered civil or structural engineer employed by the Owner or Architect, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for protection of workers from the hazard of caving ground during the excavation of such trench or trenches.

12.2. **Excavation Safety**

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

12.3. **No Tort Liability of Owner**

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the Owner or any of its employees.

12.4. **No Excavation Without Permits**

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5. **Discovery of Hazardous Waste and/or Unusual Conditions**
12.5.1. Pursuant to Public Contract Code section 7104 if the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:

12.5.1.1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2. Subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to Bidders prior to the deadline for submitting Bids.

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

12.5.2. The Owner shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3. In the event that a dispute arises between Owner and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor’s cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

ARTICLE 13. INSURANCE AND BONDS

13.1. Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in amounts and including the provisions as set forth herein.

13.1.1. Commercial General Liability and Automobile Liability Insurance

13.1.1.1. Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, Owner, Construction Manager, Project Inspector(s), and Architect from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. Contractor shall ensure that Products Liability and Completed Operations coverage and Fire Damage Liability is included within the above policies and at the required limits, or Contractor shall procure and maintain these coverage separately.

13.1.1.2. Subcontractor: Contractor shall require its Subcontractors, if any, to procure and maintain similar Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits equal to the amount required of the Contractor.

13.1.2. Excess Liability Insurance
13.1.2.1. Contractor shall procure and maintain, during the life of this Contract, Excess Liability Insurance that shall protect Contractor, Owner, Construction Manager, Architect and Project Inspector(s) and in amounts and including the provisions as set forth in the Supplementary Conditions and/or Special Conditions if any.

13.1.2.2. Subcontractor: Contractor shall require its Subcontractor(s), if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor.

13.1.3. Workers’ Compensation and Employers’ Liability Insurance

13.1.3.1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.3.2. Contractor shall procure and maintain, during the life of this Contract, Workers’ Compensation Insurance and Employers’ Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors’ death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers’ Compensation Insurance and Employers’ Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor’s insurance shall be covered by Contractor’s insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers’ Compensation Statute, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.


The Contractor, during the progress of the work and until Final Acceptance of the Work upon completion of the entire Contract, shall maintain Builder’s Risk “All-Risk” Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, theft, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. This insurance shall include coverage for all materials and equipment not yet installed whether on site or in a “bonded” warehouse. The Insurance required of the Contractor hereunder shall be written for not less than the Contract Sum or required by law, whichever is greater. Such insurance shall include the Owner as a named insured and any other person with an insurable interest designated by the Owner as an additional insured.

13.1.5. Proof of Carriage of Insurance and Other Requirements; Endorsements and Certificates

13.1.5.1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the Owner complete endorsements (or entire insurance policies) and certificates indicating the required coverage have been obtained, and the Owner has approved these documents.

13.1.5.2. endorsements, certificates and insurance policies shall include the following:
13.1.5.2.1. A clause stating:

“This policy shall not be amended or modified and the coverage amounts shall not be reduced until notice has been mailed to Owner, Architect, and Construction Manager stating date of amendment or modification. Date of amendment or modification may not be less than thirty (30) days after date of mailing notice.”

13.1.5.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.5.3. All endorsements, certificates and insurance policies shall state that Owner, Construction Manager, Inspector(s), and Architect are named additional insureds under all policies except Workers’ Compensation Insurance and Employers’ Liability Insurance. Contractor's and Subcontractors' insurance policy(s) shall be primary to any insurance or self-insurance maintained by Owner, Construction Manager, Project Inspector(s), Architect and their agents, representatives and employees.

13.1.5.4. All policies shall be written on an occurrence form.

13.1.5.5. All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A-.1

13.1.6. **Insurance Policy Limits**

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

<table>
<thead>
<tr>
<th>Category</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Each Occurrence: $2,000,000</td>
</tr>
<tr>
<td></td>
<td>General Aggregate: $2,000,000</td>
</tr>
<tr>
<td></td>
<td>Product Liability and Completed Operations: $1,000,000</td>
</tr>
<tr>
<td>Automobile Liability – Any Auto</td>
<td>Combined Single Limit: $2,000,000</td>
</tr>
<tr>
<td>Excess Liability</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>Workers Compensation</td>
<td>Statutory limits pursuant to State law</td>
</tr>
<tr>
<td>Employers’ Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Builders Risk (“All Risk”)</td>
<td>110% of completed value of work</td>
</tr>
</tbody>
</table>

13.2. **Contract Security - Bonds**

13.2.1. Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:
13.2.1.1. **Performance Bond**: A bond in an amount at least equal to one hundred percent (100%) of Contract Sum as security for faithful performance of this Contract.

13.2.1.2. **Payment Bond**: A bond in an amount at least equal to one hundred percent (100%) of the Contract Sum as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2. Cost of bonds shall be included in the Bid and Contract Sum.

13.2.3. All bonds related to this Project shall be in the forms set forth in these Contract Documents (Document 00 61 13 – Construction Performance Bond and Document 00 61 16 – Construction Labor and Material Payment Bond) and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

**ARTICLE 14  WARRANTY/GUARANTEE/INDEMNITY**

14.1  **Warranty/Guarantee**

14.1.1  Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work to complete the Work in accordance with the terms of the Contract Documents. Contractor warrants that all construction work and construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of the Contract Documents. Contractor warrants that the Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, shall be of suitable grade of its respective kind for its intended use, shall be free from defects in design, engineering, materials, construction and workmanship, and shall conform in all respects with all applicable requirements of federal, state and local laws, licenses, and permits, the Drawings and Specifications and all descriptions set forth therein, applicable construction codes and standards, and all other requirements of the Contract Documents. In the event that any warranties set forth in the Specifications exceed the warranties set forth in this Section in scope or in time, the more extensive warranties shall control.

14.1.2  The Contractor shall obtain and preserve for the benefit of the Owner, manufacturer’s warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.3  In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of *ONE (1)* year after the later of the following dates:

14.1.3.1  The date of completion as defined in Public Contract Code section 7107, subdivision (c),

14.1.3.2  The commissioning date for the Project, if any.

At the Owner’s sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a *ONE (1)* year period from date of completion as defined above without expense whatsoever to Owner. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that Owner is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.
14.1.4 If, in the opinion of Owner, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to Owner or to prevent interruption of operations of Owner, Owner will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with Owner’s request for correction within a reasonable time as determined by Owner, Owner may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the Owner believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.5 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to Owner all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by Owner.

14.1.6 Nothing herein shall limit any other rights or remedies available to Owner.

14.2 Indemnity

14.2.1 The Contractor shall indemnify, defend with legal counsel reasonably acceptable to the Owner, keep and hold harmless the Owner and its consultants, the Architect and its consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities (“Indemnities”), against all suits, claims, damages, losses, and expenses, including but not limited to attorney’s fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused wholly by the sole negligence or willful misconduct of the Indemnities. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions, or liens by the California Department of Labor Standards Enforcement.

14.2.2 The Contractor shall give prompt notice to the Owner in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor’s agreement to indemnify, defend, and hold harmless the Indemnities as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnities shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor’s agreement to indemnify, defend, and hold harmless the rest of the Indemnities, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of
the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3 In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor’s indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 15 TIME

15.1 Notice to Proceed

15.1.1 Owner may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the Owner desires to postpone issuing the Notice to Proceed beyond this ninety-day period, it is expressly understood that with reasonable notice to the Contractor, the Owner may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor’s termination due to a postponement shall be by written notice to Owner within ten (10) days after receipt by Contractor of Owner's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the Owner, the Owner shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, Owner shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled critical path tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor’s crew is dismissed as a result of the Adverse Weather; and

15.2.1.4 The number of days of delay for the month exceeds those indicated in the Special Conditions, Document 00 80 00 – Special Conditions

15.2.2 A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions.
15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the Owner.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 **Hours of Work**

15.3.1 **Sufficient Forces**

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 **Performance During Working Hours**

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner and approval of any required governmental agencies.

15.4 **Progress and Completion**

15.4.1 **Time of the Essence**

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 **No Commencement Without Insurance**

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor’s peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to Owner claim for damages.

15.5 **Progress Schedule**

Contractor shall provide to Owner, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor’s Submittals and Schedules section of these General Conditions.

15.6 **Expeditious Completion**

The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time.

**ARTICLE 16  EXTENSIONS OF TIME – LIQUIDATED DAMAGES**
16.1 **Liquidated Damages**

Contractor and Owner hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the Owner will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to Owner as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 **Excusable Delay**

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify Owner in writing of causes of delay including documentation and facts explaining the delay. Owner shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the Owner pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the Owner may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3 A revised schedule must be submitted.

16.3 **No Additional Compensation for Delays Within Contractor’s Control**
16.3.1 Contractor is aware that governmental agencies, including, without limitation, Sonoma County, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor’s drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The Owner is responsible for the delay;
16.3.2.2 The delay is unreasonable under the circumstances involved;
16.3.2.3 The delay was not within the contemplation of Owner and Contractor; and
16.3.2.4 Contractor complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the Owner or the Contractor, but its use shall be determined solely by the Owner.

ARTICLE 17 CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the Owner as herein provided. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the Owner’s governing board or Owner’s Designated Representative on prior direction from Owner’s governing board, has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor’s failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Sum, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and Owner. In the event that Contractor proceeds with any change in Work without a Change Order executed by the Owner or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work.
17.1.4 Contractor understands, acknowledges, and agrees that the reason for Owner authorization is so that Owner may have an opportunity to analyze the Work and decide whether the Owner shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Sum, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect’s response(s) to RFI(s).

17.3 Change Orders

17.3.1 A Change Order is a written instrument prepared and issued by the Owner and/or the Architect, or Construction Manager, and signed by the Owner (as authorized by the Owner's governing board or its authorized designee(s)), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and the Sonoma County Fire District Board of Directors (if necessary), stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Sum, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.4 Construction Change Directives

17.4.1 A Construction Change Directive is a written order prepared and issued by the Owner, the Construction Manager, and/or the Architect and signed by the Owner and the Architect, or Construction Manager, directing a change in the Work. The Owner may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The Owner may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 Force Account Directives

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the Owner and compensation will be determined as set forth herein.

17.5.2 The Owner will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the Owner.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to
17.5.4 The Contractor shall be responsible for all cost related to the administration of a Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer a Force Account Directive.

17.5.5 The Contractor shall notify the Owner or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the Owner when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the Owner. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the Owner regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the Owner no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The Owner will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The Owner will not sign, nor will the Contractor receive compensation for work the Owner cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the Owner reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor’s signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the Owner and the Architect an estimate of the effect of a proposed change in the Work on the Contract Sum and the Contract Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order
A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the Owner and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2 Changes in Contract Sum

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Sum.

17.7.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4 Unknown and/or Unforeseen Conditions

If Contractor submits a PCO requesting an increase in Contract Sum and/or Contract Time that is based at least partially on Contractor’s assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the Owner’s satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the Owner shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Sum and/or Contract Time based on that PCO.

17.8 Format for Proposed Change

17.8.1 The following format shall be used as applicable by the Owner and the Contractor (e.g. Change Orders, PCO’s) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

<table>
<thead>
<tr>
<th>SUBCONTRACTOR PERFORMED WORK</th>
<th>ADD</th>
<th>DEDUCT</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Material (attach itemized quantity and unit cost plus sales tax)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Add Labor (attach itemized hours and rates, fully encumbered). Not to exceed DIR rates for project location</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Add Equipment (attach suppliers’ invoice). Not to exceed CalTrans rates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Add Subcontractor’s overhead and profit, not to exceed ten percent (10%) of item (d)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Add Contractor’s overhead and profit, not to exceed five percent (5%) of Item (f)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Add Bond and Insurance, not to exceed two percent (2%) of Item (h)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(j) TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(k)</td>
<td>Time</td>
<td>Days</td>
</tr>
<tr>
<td>-----</td>
<td>------</td>
<td>------</td>
</tr>
<tr>
<td><strong>CONTRACTOR PERFORMED WORK</strong></td>
<td><strong>ADD</strong></td>
<td><strong>DEDUCT</strong></td>
</tr>
<tr>
<td>(a) Material (attach itemized quantity and unit cost plus sales tax)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(b) Add Labor (attach itemized hours and rates, fully encumbered) Not to exceed labor rates for project location</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(c) Add Equipment (attach suppliers’ invoice) Not to exceed CalTrans rates.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(d) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(e) Add Contractor’s overhead and profit, not to exceed fifteen percent (15%) of item (d).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(f) Subtotal</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(g) Add Bond and Insurance, not to exceed one percent (2%) of Item (f)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(h) TOTAL</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(i) Time</td>
<td>Days</td>
<td></td>
</tr>
</tbody>
</table>

17.9 **Change Order Certification**

17.9.1 All Change Orders and PCOs must include the following certification by the Contractor:

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Sum specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the Owner, or authorized designee.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.10 **Determination of Change Order Cost**

17.10.1 The amount of the increase or decrease in the Contract Sum from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the Owner's discretion:

17.10.1.1 Owner acceptance of a PCO;
17.10.1.2 By unit prices contained in Contractor’s original bid;

17.10.1.3 By agreement between Owner and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor’s cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.13 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

17.14 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Sum, or any extension in the Contract Time for completion, it shall notify the Owner pursuant to the provisions herein. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Sum or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.15 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.16 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.17 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.
ARTICLE 18 REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Sum, Contract Time, or the Contract Documents.

18.2 The Contractor shall be responsible for any costs incurred for professional services that Owner may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. Owner, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

18.3 RFI Forms: Software-generated form with the following content is acceptable to the Owner for use: Project Name, Project Number, Date, Name of Contractor, Name of Architect and Construction Manager, RFI Number – sequentially numbered, RFI subject, Specification Section number, related paragraphs, Field dimension and conditions, Contractor’s suggested resolution, Contractor’s Name, Attachments.

ARTICLE 19 PAYMENTS

19.1 Contract Sum

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Draft Application for Progress Payment

19.2.1.1.1 Not before the twenty-fifth (25th) day of each calendar month during the progress of the Work, Contractor shall submit to the Owner and the Construction Manager three (3) copies of an itemized draft Application for Payment for operations completed in accordance with the Schedule of Values for the current month. This draft Application for Payment shall include the following or each portion thereof as the Owner and/or the Construction Manager requires:

19.2.1.1.1 The amount paid to the date to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.3 The balance that will be due to each of these entities after the currently requested payment is made;

19.2.1.1.4 An itemized breakdown of work done for the purpose of requesting partial payment;
19.2.1.1.5 The additions to and subtractions from the Contract Sum and Contract Time;

19.2.1.1.6 A total of the retentions held;

19.2.1.1.7 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;

19.2.1.1.8 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.9 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.10 Notwithstanding the fact that this document submitted by Contractor is a draft, the Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any draft Application for Payment.

19.2.1.2 Certified Application for Progress Payment

19.2.1.2.1 Within five (5) days of the Owner's approval of a draft Application for Progress Payment, Contractor shall submit to the Owner and the Construction Manager six (6) copies of an itemized Certified Application for Payment for operations completed in accordance with the Schedule of Values for the month that is part of the Certified Application for Payment. This Certified Application for Payment shall be notarized, if required, and shall include the following or each portion thereof as the Owner and/or the Construction Manager requires:

19.2.1.2.1.1 A final and complete statement of all the information required in the draft Application for Progress Payment;

19.2.1.2.1.2 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.2.1.3 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code Section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.2.1.4 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment;

19.2.1.2.1.5 If the Owner has an LCP in force on this Project and if not previously submitted as required herein, all remaining certified payroll record (“CPR(s)”) for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, if the Owner has an LCP in force on this Project, the Owner shall not make any payment to Contractor until:

19.2.1.2.1.5.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the Owner, and
19.2.1.2.1.5.2 The Owner is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the Owner in a timely manner will directly delay the Owner’s review and/or audit of the CPRs and Contractor’s payment.

19.2.1.2.1.6 A certification that the Record Drawings and annotated Specifications are current;

19.2.1.2.1.7 A certification by the Contractor of the following:

“The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the Owner has been informed.”

19.2.1.2.1.8 The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the Owner will accept and/or process the Contractor’s first Application for Payment request:

19.2.2.1.1 Installation of the Project sign;
19.2.2.1.2 Installation of field office;
19.2.2.1.3 Installation of temporary facilities and fencing;
19.2.2.1.4 Schedule of Values;
19.2.2.1.5 Contractor’s Construction Schedule;
19.2.2.1.6 Schedule of unit prices, if applicable;
19.2.2.1.7 Submittal Schedule;
19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;
19.2.2.1.9 Copies of necessary permits;
19.2.2.1.10 Copies of authorizations and licenses from governing authorities;
19.2.2.1.11 Initial progress report;
19.2.2.1.12 Surveyor qualifications;
19.2.2.1.13 Written acceptance of Owner's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2 Second Payment Request. The Owner will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.3 No Waiver of Criteria. Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by Owner. Instead, such payment shall be construed as a good faith effort by Owner to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 Owner's Approval of draft Application for Payment

19.3.1.1 Upon receipt of a draft Application for Payment, the Owner shall act in accordance with both of the following:

19.3.1.1.1 Each draft Application for Payment shall be reviewed by the Owner as soon as practicable after receipt for the purpose of determining that the draft Application for Payment is a proper draft Application for Payment.

19.3.1.1.2 Any draft Application for Payment determined not to be a proper draft Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. A draft Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the draft Application for Payment is not proper. The number of days available to the Owner to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the Owner exceeds this seven-day return requirement.

19.3.1.1.3 A draft Application for Payment shall be considered properly executed if funds are available for payment of the draft Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the Owner.

19.3.1.2 The Owner’s review of the Contractor’s draft Application for Payment will be based on the Owner’s, Construction Manager’s, and the Architect’s observations at the Site and the data comprising the draft Application for Payment that the Work has progressed to the point indicated and that, to the best of the Owner’s, Construction Manager’s, and the Architect’s knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:
19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.2 Owner's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.3 Payments to Contractor

19.3.3.1 Within thirty (30) days after approval of the certified Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Construction Manager and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the Owner's right to enforce each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment.

19.3.3.2 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains incomplete.

19.3.3.3 If the Owner fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the Owner shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.4 No Waiver

No payment by Owner hereunder shall be interpreted so as to imply that Owner has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the Owner may enforce each and every provision of this Contract. The Owner may correct or require correction of any error subsequent to any payment.

19.3.5 Warranty of Title

19.3.6 If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any Owner property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by Owner and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.

19.3.7 If the Contractor fails to furnish to the Owner within ten (10) calendar days after demand by the Owner, satisfactory evidence that a lien or a claim based on a stop notice has been so
released, discharged, or secured, the Owner may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by Owner from any sum payable to Contractor under the Contract.

19.4 **Decisions to Withhold Payment**

19.4.1 **Reasons to Withhold Payment**

The Owner may withhold payment in whole, or in part, to the extent reasonably necessary to protect the Owner if, in the Owner's opinion, the representations to the Owner required herein cannot be made. The Owner may withhold payment, in whole, or in part, to such extent as maybe necessary to protect the Owner from loss because of, but not limited to:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48) hours** of written notice to Contractor;

19.4.1.2 Stop Notices or other liens served upon the Owner as a result of the Contract;

19.4.1.3 Liquidated damages assessed against the Contractor;

19.4.1.4 The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum or within the Contract Time;

19.4.1.5 Damage to the Owner or other contractor(s);

19.4.1.6 Unsatisfactory prosecution of the Work by the Contractor;

19.4.1.7 Failure to store and properly secure materials;

19.4.1.8 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;

19.4.1.9 Failure of the Contractor to maintain Record Drawings;

19.4.1.10 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11 Unauthorized deviations from the Contract Documents;

19.4.1.12 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13 If the Owner has an LCP in force on this Project, the failure to provide certified payroll records acceptable to the Owner for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment;
Failure to properly pay prevailing wages as defined in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with the Owner’s LCP, if one is in force on this Project;

Failure to properly maintain or clean up the Site;

Payments to indemnify, defend, or hold harmless the Owner;

Any payments due to the Owner, including but not limited to payments for failed tests, utilities changes, or permits;

Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

Reallocation of Withheld Amounts

Owner may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, Owner shall make such payments on behalf of Contractor. If any payment is so made by Owner, then that amount shall be considered a payment made under Contract by Owner to Contractor and Owner shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. Owner will render Contractor an accounting of funds disbursed on behalf of Contractor.

If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, Owner may, after FORTY-EIGHT (48) hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The Owner shall adjust the total Contract Sum by reducing the amount thereof by the cost of making good such deficiencies if Owner deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Sum (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefore.

Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

Subcontractor Payments

Payments to Subcontractors

No later than seven (7) days after receipt of a progress payment, Final Payment and retention, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code sections 10262.5 and 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor’s portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate
agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of Owner for Subcontractor Payment

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

Owner shall have the right in its sole discretion, if necessary for the protection of the Owner, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the Owner and a Subcontractor of any tier, any obligation from the Owner to such Subcontractor, or rights in such Subcontractor against the Owner.

ARTICLE 20 COMPLETION OF THE WORK

20.1 Completion

20.1.1 Owner will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of Owner and as outlined in Specification Section 01 77 00 – Closeout Procedures.

20.1.2 The Work may only be accepted as complete by action of the governing board of the Owner or authorized designee.

20.1.3 Owner, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of Owner, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) days after the date of the Owner's acceptance of completion, Owner shall withhold from the Final Payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by Owner, until the item(s) are completed.

20.1.4 At the end of the thirty (30) day period, if there are any items remaining to be corrected, Owner may elect to proceed as provided herein related to adjustments to Contract Sum, and/or Owner's right to perform the Work of the Contractor.

20.2 Close-Out Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out Requirements
20.2.2.1 **Utility Connections**

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 **Record Drawings**

20.2.2.2.1 Contractor shall provide exact “as-built” Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

20.2.2.2.2 Contractor is liable and responsible for any and all inaccuracies in as-built Record Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3 Upon completion of the Work and as a condition precedent to approval of Final Payment, Contractor shall obtain the Inspector’s and Architect’s approval of the corrected prints and employ a competent draftsman to transfer the “as-built” information to the most current version of Autocad that is, at that time, currently utilized for plan check submission by either the Owner, the Architect, and/or the County Of Sonoma, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device with Autocad file to the Owner.

20.2.2.3 **Maintenance Manuals:** Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.3 **Final Inspection**

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor’s written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and Owner a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor’s completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the Owner and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the Owner its final Application for Payment.

20.3.3 **Final Inspection Requirements**

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

- **20.3.3.1.1** The Work has been completed.
- **20.3.3.1.2** All life safety items are completed and in working order.
20.3.3.1.3 Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4 Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5 Painting and special finishes complete.

20.3.3.1.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7 Tops and bottoms of doors sealed.

20.3.3.1.8 Floors waxed and polished as specified.

20.3.3.1.9 Broken glass replaced and glass cleaned.

20.3.3.1.10 Grounds cleared of Contractor’s equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11 Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.1.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13 Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the Owner to make a final inspection shall be considered an additional service of Owner, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 Owner’s Rights

The Owner may occupy or use any completed or partially completed portion of the Work at any stage. The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the Owner shall have the right to occupy or use any portion of the Work that it desires to.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the Owner, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver
Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

**ARTICLE 21  FINAL PAYMENT AND RETENTION**

**21.1 Final Payment**

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The Owner shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the Owner shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of Final Payment from the Owner, pay the amount due Subcontractors.

**21.2 Prerequisites for Final Payment** The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

21.2.2 A duly completed and executed conditional waiver and release upon Final Payment compliant with Civil Code section 8136 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8138 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

21.2.4 A duly completed and executed Agreement and Release of Any and All Claims, Specification Section 00 65 19; and

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close Out Procedures," Including, without limitation, an approved set of complete "as-built" Record Drawings.

21.2.8 Architect shall have issued its written approval that Final Payment can be made.
21.2.9 The Contractor shall have delivered to the Owner all manuals and materials required by the Contract Documents.

21.2.10 The Contractor shall have completed final clean up as provided herein.

21.3 **Retention**

21.3.1 The retention, less any amounts disputed by the Owner or that the Owner has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval of the Owner by the Architect’s Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After thirty-five (35) days after the recording of the Notice of Completion by Owner.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the Owner and the Contractor pursuant to Public Contract Code section 22300.

21.4 **Substitution of Securities** The Owner will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

**ARTICLE 22 UNCOVERING OF WORK**

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the Owner, the Project Inspector, or the Architect, be uncovered for the Project Inspector’s or the Architect’s observation and be replaced at the Contractor’s expense without change in the Contract Sum or Contract Time.

**ARTICLE 23 NONCONFORMING WORK AND CORRECTION OF WORK**

23.1 **Nonconforming Work**

23.1.1 Contractor shall promptly remove from Premises all Work identified by Owner as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the Owner and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the Owner or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that Owner has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48) hours**, Owner may remove it and may store any material at Contractor’s expense. If Contractor does not pay expense(s) of that removal within ten (10) days’ time thereafter, Owner may, upon ten (10) days’ written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the Owner and/or Owner may withhold those amounts from payment(s) to Contractor.

23.2 **Correction of Work**

23.2.1 **Correction of Rejected Work**
Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the Owner, Construction Manager, Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector’s or the Architect’s services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Final Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall, without cost to the Owner, correct it promptly after receipt of written notice from the Owner to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Final Completion by the period of time between Final Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

23.2.3 Owner’s Rights if Contractor Fails to Correct

If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it after FORTY-EIGHT (48) hours written notice, pursuant to the applicable provisions in these General Conditions regarding the Owner's right to perform work and all claims, costs, losses and damages caused by or resulting from such correction (including but not limited to all costs of repair or replacement of work of others) shall be paid by Contractor.

ARTICLE 24 TERMINATION AND SUSPENSION

24.1 Owner’s Right to Terminate Contract for Cause

24.1.1 Grounds for Termination. The Owner, in its sole discretion, may terminate the Contract and/or terminate the Contractor’s right to perform the work of the Contract based upon the following:

24.1.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3 Contractor fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4 Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

24.1.1.5 Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or
24.1.1.6 Contractor fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8 Contractor disregards any applicable law, statute, regulation, rule, permit, license, or ordinance, or disregards any instruction of Owner; or

24.1.1.9 Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2 Notification of Termination

24.1.2.1 Upon the occurrence at Owner's sole determination of any of the above conditions, Owner may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of Owner's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to Owner for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2 Upon Termination, Owner may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1 Within three (3) days after service upon it of the notice of tender, gives Owner written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2 Commences performance of this Contract within (three (3) days from date of serving of its notice to Owner.

24.1.2.3 If Surety fails to notify Owner or begin performance as indicated herein, Owner may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to Owner for any excess cost or other damages the Owner incurs thereby. Time is of the essence in this Contract. If the Owner takes over the Work as herein provided, Owner may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3 Effect of Termination

24.1.3.1 Contractor shall, only if ordered to do so by the Owner, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the
Work. The Owner retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the Owner by reason of the Contractor’s failure to complete the Contract.

24.1.3.2 In the event that the Owner shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the Owner shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the Owner or for any changes the Owner may make in the Work or for the money expended by the Owner in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

24.1.3.4 If the expense to the Owner to finish the Work exceeds the unpaid Contract Sum, Contractor and Surety shall pay difference to Owner within twenty-one (21) days of Owner’s request.

24.1.3.5 The Owner shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the Owner, no Subcontractor shall have any claim against the Owner or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The Owner or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the Owner so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the Owner may require, for the purpose of fully vesting in the Owner the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the Owner for expenses and damages suffered by the Owner as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

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

24.1.4 Emergency Termination of Public Contracts Act of 1949

24.1.4.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.1.4.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time
to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.1.4.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.1.4.2 Compensation to the Contractor shall be determined at the sole discretion of Owner on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the Owner's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted Schedule of Values, that price shall control. The Owner, at its sole discretion, may adopt the Contract Sum as the reasonable value of the work done or any portion thereof.

24.2 Termination of Contract for Convenience

24.2.1 Owner in its sole discretion may at any time terminate the Contract in whole, or from time to time in part, upon three (3) days written notice to the Contractor, whenever the Owner shall determine that termination is in best interest of the Owner. Under a termination for convenience, the Owner retains the right to all the options available to the Owner if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the Owner except:

24.2.1.1 The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

24.2.1.2 Five percent (5%) of the total cost of work performed as of the date of termination or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractors' and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

24.3 Suspension of Contract for Convenience The Owner may, at any time, from time to time, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as the Owner may determine. A Change Order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. No adjustment shall be made to extent: (a) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or (b) that an equitable adjustment is made or denied under another provision of Contract; or (c) that the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

ARTICLE 25 CLAIMS AND DISPUTES

25.1 Performance During Claim Process

The Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the Owner.
25.2 **Definition of Claim**

25.2.1 For purposes of this section, a claim means a separate demand by the Contractor for:

25.2.1.1 A time extension,

25.2.1.2 Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or

25.2.1.3 Payment of money that the Owner disputes is owing.

25.3 **Claim Presentations**

25.3.1 If Contractor intends to claim an increase in the Contract Sum or Contract Time for any reason including, without limitation, the acts of Owner or its agents, Contractor shall, within ten (10) days after the event giving rise to the claim, give notice of the claim in writing and submit to the Owner a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor’s written notice of claim, Contractor shall file with the Owner an itemized statement of the details and amounts of its claim for any increase in the Contract Sum of Contract Time. Contractor must timely submit the Notice of Claim and the substantiating documentation for any claim. Otherwise, Contractor shall have waived and relinquished its claim against the Owner and Contractor’s claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter.

25.3.2 The attention of the Contractor is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

25.3.3 Contractor shall file with the Owner any written claim, including the documents necessary to substantiate it, on or before the day of Final Payment on the Contract.

25.3.4 The Contractor shall bind all its Subcontractors, material persons, and suppliers to the provisions of this section on mediation and arbitration and will hold the Owner harmless against disputes and claims by Subcontractors, material persons, or suppliers.

25.4 **Claim Resolution**

25.4.1 In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 20104, if applicable. Pending resolution of the dispute, if the dispute is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California in the county in which the Owner is located, to wit, the County of Sonoma, after the Project has been completed, and not before.

25.4.2 **Public Works Claims of $375,000 or Less**

25.4.2.1 For all public works claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and a local agency, the procedure set forth in Public Contract Code section 20104 et seq. shall apply:
25.4.2.1.1 For claims of less than fifty thousand dollars ($50,000), the Owner shall respond in writing within forty-five (45) days of receipt of the claim or may request in writing within thirty (30) days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the Owner may have against the claimant.

25.4.2.1.1.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.4.2.1.2 The Owner's written response to the documented claim shall be submitted to the claimant within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the claimant to produce the additional information, whichever is greater.

25.4.2.1.2.1 If additional information is required, it shall be requested and provided upon mutual agreement of the Owner and the claimant.

25.4.2.1.2.2 The Owner's written response to the claim, as further documented, shall be submitted to the claimant within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant to produce the additional information or requested documentation, whichever is greater.

25.4.2.2 If the claimant disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the claimant may so notify the Owner, in writing, either within fifteen (15) days of receipt of the Owner's response or within fifteen (15) days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.4.2.3 Following the meeting and conference, if the claim or any portion of it remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the claimant submits its written claim until the time the claim is denied, including any period of time utilized by the meet and confer process.

25.4.2.4 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a
time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.4.2.5 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.4.2.6 The Owner shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the Owner shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.4.3 Public Works Claims Over $375,000

25.4.3.1 For all claims of over three hundred seventy-five thousand dollars ($375,000) which arise between a Contractor and the Owner, the following procedure shall apply:

25.4.3.1.1 The parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to arbitration or a judicial forum. The claim or dispute shall be identified in writing to the Owner within thirty (30) days of discovery and shall be mediated within one hundred and twenty (120) days of discovery.

25.4.3.2 The parties further agree that all Contractors, Subcontractors, Sub-subcontractors, suppliers, and material persons whose portion of the Work amounts to five thousand dollars ($5,000) or more, and their insurers and their sureties, shall agree to mediation as the first method of dispute resolution on all claims in excess of three hundred seventy-five thousand dollars ($375,000).

25.4.4 Notification of Third Party Claims. Pursuant to Public Contract Code Section 9201, the Owner shall provide the Contractor with timely notification of the receipt by Owner of any third party claim relating to the Contract, and the Owner may charge back to the Contractor the cost of any such notification.

ARTICLE 26 LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance Program

If the Project is at least partially funded with State bond money, then, pursuant to Labor Code section 1771.7, the Owner and/or its designee is operating a labor compliance program ("LCP") on this Project as indicated in the Labor Compliance Program Information and Forms. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of the Owner’s LCP, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate certified payroll records with each application for payment, or the Owner cannot issue payment. The following provisions indicated herein are specifically understood to be part of the Owner’s LCP. If there is no LCP on this Project, the Contractor and its subcontractor(s) are still
required to comply with all applicable provisions of the Labor Code and the obligation to provide certified payroll records to the Owner as indicated herein.

26.2 **Wage Rates, Travel, and Subsistence**

26.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the Owner’s principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the Owner, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations (“DIR”) (“Director”), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to Owner, forfeit the statutory amount (believed by the Owner to be currently two hundred dollars ($200)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Owner and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by section 3093, and similar purposes.
26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 **Hours of Work**

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of Owner and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the Owner forfeit the statutory amount (believed by the Owner to be currently twenty-five dollars ($25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the Owner.

26.4 **Payroll Records**

26.4.1 If the Owner has an LCP in force on this Project then, pursuant to the provisions of section 1776 of the Labor Code, notice is hereby given that Contractor shall prepare and provide to the Owner and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the Owner an accurate and certified payroll record (“CPR(s)”), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be certified and shall be provided to the Owner on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. Owner shall not make any payment to Contractor until:
26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the Owner, and

26.4.1.1.2 The Owner is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the Owner in a timely manner will directly delay the Owner’s review and/or audit of the CPRs and Contractor’s payment.

26.4.2 Whether or not the Owner has an LCP in force on this Project, all CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee’s CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of Owner, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the Owner, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 The form of certification for the CPRs shall be as follows:

I, ______________________________ (Name-Print), the undersigned, am the ______________________________ (Position in business) with the authority to act for and on behalf of ______________________________ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of ______________________________ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: __________________ Signature: __________________

(Section 16401 of the California Code of Regulations)

26.4.4 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

26.4.5 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Owner, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.
26.4.6 Contractor shall inform Owner of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.7 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to Owner, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.4.8 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code section 1776.

26.5 Apprentices

26.5.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.5.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.5.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.5.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.5.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.5.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.5.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:
26.5.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.5.7.2 Forfeit as a penalty to Owner the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.5.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.5.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.6 Non-Discrimination

26.6.1 Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, or sexual orientation in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; Section 1735 of the Labor Code, the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.6.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.7 Labor First Aid


ARTICLE 27 MISCELLANEOUS

27.1 Assignment of Antitrust Actions

27.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time
the awarding body tenders Final Payment to the Contractor, without further acknowledgment by the parties.

27.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders Final Payment to the bidder.

27.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

27.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

27.1.5 Under this Article, “public purchasing body” is Owner and “bidder” is Contractor.

27.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, Owner, upon request, will execute documents necessary to show (1) that Owner is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of Owner. No Federal Excise Tax for such materials shall be included in any Contract Sum.

27.3 Taxes

Contract Sum is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

27.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total contract sum shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

-END OF DOCUMENT-
A. At or before the date specified in Document 002213 (Instructions to Bidders), Contractor shall furnish to Sonoma County Fire District satisfactory proof that Contractor has taken out for the entire period covered by the Contract the following classes of insurance in the form and with limits and deductibles specified below:

1. Comprehensive General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the Project to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall be not less than $2,000,000 each occurrence, $2,000,000 general aggregate limit, and $1,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.

2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with a limit of not less than $2,000,000 for a combined (Bodily Injury and Property Damage) single limit to cover each occurrence of Bodily Injury or Property Damage.

3. Excess Liability coverage in the amount of $4,000,000

4. All-Risk Course of Construction Insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, damage to adjacent buildings, partial or total collapse of structure(s), debris removal, demolition occasioned by enforcement of Laws, water damage, and damage caused by frost and freezing, in the amount of 110% (One hundred and ten percent) of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.

5. Workers’ Compensation Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with the Act of Legislature of State of California, known as “Workers’ Compensation Insurance and Safety Act,” approved May 26, 1913, and all acts amendatory or supplemental thereto, in the statutory amount. Employers Liability Limit shall be not less than $1,000,000.

B. All policies of insurance shall be placed with insurers acceptable to Sonoma County Fire District. The insurance underwriter(s) must have an A. M. Best Company rating of A-1 or better. Required minimum amounts of insurance may be increased should conditions of Work, in opinion of Sonoma County Fire District, warrant such increase. Contractor shall increase required insurance amounts upon direction by Sonoma County Fire District.

C. Required Endorsements: The policies required under paragraphs A.1, A.2 and A.3 of this Section 00 73 16 shall be endorsed as follows:

1. Name Sonoma County Fire District, its District’s Board of Directors, and their employees, representatives, consultants, agents, Kitchell, and Architect/Engineer as additional insured, but only with respect to liability arising out of the activities of the Named Insured.

2. Each such policy shall apply separately to each insured against which claim is made or suit is brought, except with respect to the limit of the insurance company’s liability required under paragraphs A.1, A.2 and A.3 of this Section 007316.
3. Insurance shall be primary and no other insurance or self-insured retention carried or held by Sonoma County Fire District shall be called upon to contribute to a loss covered by insurance for the named insured.

4. Insurance shall contain a provision requiring the insurance carriers to waive their rights of subrogation against Sonoma County Fire District and all additional insured, as well as other insurance carriers for the Work.

5. Insurance certificates shall be addressed to: Sonoma County Fire District, C/O Jennifer Frahm, 5198 Sharp Road, Calistoga, CA 94515.

D. Certificates of insurance and endorsements shall have clearly typed thereon Sonoma County Fire District Bid Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to Sonoma County Fire District (Attention: Project Manager) at the address listed in Document 006010 (Form of Agreement), 60 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon Sonoma County Fire District request, Contractor shall submit to Sonoma County Fire District, within 10 Days, copies of the actual insurance policies or renewals or replacements.

E. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insured. If Contractor fails to maintain insurance, Sonoma County Fire District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.

F. If injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee’s dependents in the event of employee’s death, is entitled to compensation from Sonoma County Fire District under provisions of the Workers’ Compensation Insurance and Safety Act, as amended, or for which compensation is claimed from Sonoma County Fire District, Sonoma County Fire District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If Sonoma County Fire District is compelled to pay compensation, Sonoma County Fire District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse Sonoma County Fire District.

G. Nothing in this Section 007316 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.

H. Except that Subcontractors need obtain only $1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to Sonoma County Fire District within ten Days of Sonoma County Fire District request.
I. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional").

1. Each Professional shall maintain the following insurance at its sole cost and expense:
   a. Provided such insurance is customarily required by Sonoma County Fire District when professionals engaged in the profession practiced by Professional directly contract with Sonoma County Fire District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, with a limit of not less than $1,000,000 for each claim. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than two years following Final Completion of the Project.
   b. All insurance required by paragraphs A.1, A.2 and A.4 of this Section 007316. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E and F of this Section 007316 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) before commencing its Work on the Project.

J. If required by Sonoma County Fire District, Contractor shall obtain and maintain Contractor's Pollution Legal Liability Insurance in a form, with limits, and from an insuring entity reasonably satisfactory to Sonoma County Fire District.

-END OF DOCUMENT-
1. **Mitigation Measures**

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 et. seq.)

2. **Substitution for Specified Items**

   a. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.

   b. Requests for substitutions after award of the Contract shall be within **THIRTY (30)** days of the date of the Letter of Award.

   c. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words “or equal.” Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

      (1) If the material, process, or article offered by Contractor is not, in the opinion of the Owner, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

      (2) This provision shall not be applicable with respect to any material, product, thing or service for which Owner made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

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

      (1) All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

      (2) Available maintenance, repair or replacement services;

      (3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

      (4) Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the Owner or others under Contract with the Owner); and

      (5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.
e. No substitutions shall be made until approved, in writing, by the Owner. The burden of proof as to equality of any material, process, or article shall rest with Contractor. Substitutions will not be allowed during bidding. The Contractor warrants that if substitutes are approved:

1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

4. The Contractor shall be responsible for any re-design costs occasioned by Owner's acceptance and/or approval of any substitute; and

5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the Owner with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

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

g. In no event shall the Owner be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

3. **Weather Days**

Delays due to Adverse Weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of Adverse Weather exceeds the following parameters:

<table>
<thead>
<tr>
<th>Month</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>[11]</td>
</tr>
<tr>
<td>February</td>
<td>[10]</td>
</tr>
<tr>
<td>March</td>
<td>[10]</td>
</tr>
<tr>
<td>April</td>
<td>[6]</td>
</tr>
<tr>
<td>May</td>
<td>[3]</td>
</tr>
<tr>
<td>June</td>
<td>[1]</td>
</tr>
<tr>
<td>July</td>
<td>[0]</td>
</tr>
<tr>
<td>August</td>
<td>[0]</td>
</tr>
<tr>
<td>September</td>
<td>[1]</td>
</tr>
<tr>
<td>October</td>
<td>[4]</td>
</tr>
<tr>
<td>November</td>
<td>[7]</td>
</tr>
<tr>
<td>December</td>
<td>[10]</td>
</tr>
</tbody>
</table>
4. **Permits, Certificates, Licenses, Fees, Approval**

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

   (1) **Sonoma County – Building Permit**

   With respect to the above listed items, Contractor shall be responsible for securing such items, however, the Owner will be responsible for the application and payment of the permit.

   **-END OF DOCUMENT-**
1. SUMMARY
This document includes requirements that clarify or supercede portions of the Request for Proposal. This Addendum is a Contract Document.

-END OF SECTION-
PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Project information.
   2. Work covered by Contract Documents.
   3. Work under separate contracts.
   4. Access to site.
   5. Work restrictions.

B. Related Requirements:
   1. Section 01 50 00 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.
   2. Section 13 34 23 "Fabricated Structures"

1.2 PROJECT INFORMATION

A. Project Identification: Sonoma County Fire District Mountain Station #6.
   1. Project Location: 5198 Sharp Road, Calistoga, CA 94515.

B. Owner: Sonoma County Fire District Mountain Station #6, 5198 Sharp Road, Calistoga, CA 94515.
   1. Owner's Representative: Fire Chief: Mark Heine.
      mheine@sonomacountyfd.org

   2. Architect: Kitchell CEM, 2750 Gateway Oaks Dr., Suite 300, Sacramento, CA 95833
      Project Manager, Jennifer Frahm (916) 713-6955, jfrahm@kitchell.com

C. Construction Manager: Kitchell, 2750 Gateway Oaks Dr., Suite 300, Sacramento, CA 95833
   1. Project Manager: Jennifer Frahm, (916) 713-6955

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:
   1. Project consists of Sitework and infrastructure required for Temporary Fire Station 64. Project includes grading, paving, site improvements, utilities, fencing, signage, and coordination of work performed by others.
   2. Receive, unload and erect a fabricated tension fabric structure (Sprung Structure). Installation supervision shall be provided by building manufacturer.
   3. Work performed by others includes mobilization and placement of portable modular buildings (Pacific Erectors).

B. Type of Contract.
   1. Project will be constructed under a single prime contract.
1.4 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner has awarded separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.
   1. Delivery and setup of Modular Building: To Pacific Mobile for Delivery and setup of a 24’x60’ modular building and access ramp.

1.5 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor’s use of Project site is limited only by Owner’s right to perform work or to retain other contractors on portions of Project.

1.6 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
   1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet of entrances, operable windows, or outdoor-air intakes.

C. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.

1.7 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
   2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations and scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
DOCUMENT 01 25 00

SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for substitutions.

B. Related Requirements:
   1. Division 01 Section "Product Requirements" for requirements for submitting comparable product submittals for products by listed manufacturers.

1.2 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.3 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Substitution Request Form: Use CSI Form 13.1A.
   2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
      a. Statement indicating why specified product or fabrication or installation cannot be provided, if applicable.
      b. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
      c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
      d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      e. Samples, where applicable or requested.
      f. Certificates and qualification data, where applicable or requested.
      g. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
      h. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      i. Research reports evidencing compliance with building code in effect for Project, from ICC-ES.
      j. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within seven days of receipt of a request for substitution. Architect will notify Contractor through Construction Manager of acceptance or rejection of proposed substitution within 15 days of receipt of request, or seven days of receipt of additional information or documentation, whichever is later.


   b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.4 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.

   1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied:

      a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

      b. Requested substitution will not adversely affect Contractor's construction schedule.

      c. Requested substitution has received necessary approvals of authorities having jurisdiction.

      d. Requested substitution is compatible with other portions of the Work.

      e. Requested substitution has been coordinated with other portions of the Work.

      f. Requested substitution provides specified warranty.

      g. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Not allowed.

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY
A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK
A. Architect will issue through Construction Manager supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS
A. Owner-Initiated Proposal Requests: Construction Manager will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
   1. Work Change Proposal Requests issued by Construction Manager are not instructions either to stop work in progress or to execute the proposed change.
   2. Within time specified in Proposal Request or 10 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
      a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include costs of labor and supervision directly attributable to the change.
      d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
      e. Quotation Form: Use forms acceptable to Architect.

B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Construction Manager.
   1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
   2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   4. Include costs of labor and supervision directly attributable to the change.
   5. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times,
and activity relationship. Use available total float before requesting an extension of the Contract Time.

6. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.


1.4 CHANGE ORDER PROCEDURES

A. On Owner’s approval of a Work Changes Proposal Request, Construction Manager will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.5 CONSTRUCTION CHANGE DIRECTIVE


1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Requirements:
1. Section 01 26 00 "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
2. Section 01 32 00 "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.2 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.
1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
   a. Application for Payment forms with continuation sheets.
   b. Submittal schedule.
   c. Items required to be indicated as separate activities in Contractor's construction schedule.
2. Submit the schedule of values to the Owner through Construction Manager at earliest possible date but no later than seven (7) days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
   a. Project name and location.
   b. Name of Architect.
   c. Architect's project number.
   d. Contractor's name and address.
   e. Date of submittal.
2. Arrange schedule of values consistent with format of AIA Document G703.
4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
7. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

8. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and Construction Manager and paid for by Owner.
1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Construction Manager will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit six (6) signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit conditional final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit executed waivers of lien on forms acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
2. Schedule of values.
3. Contractor's construction schedule (preliminary if not final).
4. Submittal schedule (preliminary if not final).
5. List of Contractor's staff assignments.
7. Copies of building permits.
11. Certificates of insurance and insurance policies.

H. Application for Payment at Substantial Completion: After Architect issues the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
   1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
   2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
   1. Evidence of completion of Project closeout requirements.
   2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
   3. Updated final statement, accounting for final changes to the Contract Sum.
   7. Evidence that claims have been settled.
   8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
   1. Coordination drawings.
   2. Requests for Information (RFIs).
   3. Project Web site.
   4. Project meetings.

B. Related Requirements:
   1. Section 01 73 00 "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.

1.2 DEFINITIONS

A. RFI: Request from Owner, Construction Manager, Architect, or Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Use CSI Form 1.5A. Include the following information in tabular form:
   1. Name, address, and telephone number of entity performing subcontract or supplying products.
   2. Number and title of related Specification Section(s) covered by subcontract.
   3. Drawing number and detail references, as appropriate, covered by subcontract.

1.4 GENERAL COORDINATION PROCEDURES

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
   1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
   2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
   3. Make adequate provisions to accommodate items scheduled for later installation.

B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
   1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
1.5 REQUESTS FOR INFORMATION (RFIs)

A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
   1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
   2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.

B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
   1. Project name.
   2. Project number.
   3. Date.
   4. Name of Contractor.
   5. Name of Architect and Construction Manager.
   6. RFI number, numbered sequentially.
   7. RFI subject.
   8. Specification Section number and title and related paragraphs, as appropriate.
   9. Drawing number and detail references, as appropriate.
   10. Field dimensions and conditions, as appropriate.
   11. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
   12. Contractor's signature.
   13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Architect.

D. Architect's and Construction Manager's Action: Architect and Construction Manager will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect or Construction Manager after 1:00 p.m. will be considered as received the following working day.
   1. The following RFIs will be returned without action:
      a. Requests for approval of submittals.
      b. Requests for approval of substitutions.
      c. Requests for coordination information already indicated in the Contract Documents.
      d. Requests for adjustments in the Contract Time or the Contract Sum.
      e. Requests for interpretation of Architect's actions on submittals.
      f. Incomplete RFIs or inaccurately prepared RFIs.
   2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt of additional information.
   3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Section 01 26 00 “Contract Modification Procedures.”
      a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect and Construction Manager in writing within 10 days of receipt of the RFI response.

E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log [weekly] <Insert time>. [Use CSI Log Form 13.2B.] [Use software log that is part of Project Web site.] [Include the following:] [Software log with not less than the following:]
   1. Project name.
2. Name and address of Contractor.
3. Name and address of Architect and Construction Manager.
4. RFI number including RFIs that were dropped and not submitted.
5. RFI description.
6. Date the RFI was submitted.
7. Date Architect’s and Construction Manager’s response was received.

F. On receipt of Architect’s and Construction Manager’s action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect and Construction Manager within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.

1.6 PROJECT MEETINGS

A. General: Construction Manager will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner, Construction Manager, and Architect, within three days of the meeting.

B. Preconstruction Conference: Construction Manager will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement.
1. Attendees: Authorized representatives of Owner, Construction Manager, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
2. Agenda: Discuss items of significance that could affect progress, including the following:
   a. Tentative construction schedule.
   b. Critical work sequencing and long-lead items.
   c. Designation of key personnel and their duties.
   d. Procedures for processing field decisions and Change Orders.
   e. Procedures for RFIs.
   f. Procedures for testing and inspecting.
   g. Procedures for processing Applications for Payment.
   h. Distribution of the Contract Documents.
   i. Submittal procedures.
   j. Preparation of record documents.
   k. Use of the premises.
   l. Work restrictions.
   m. Working hours.
   n. Owner’s occupancy requirements.
   o. Responsibility for temporary facilities and controls.
   p. Procedures for moisture and mold control.
   q. Procedures for disruptions and shutdowns.
   r. Construction waste management and recycling.
   s. Parking availability.
   t. Office, work, and storage areas.
   u. Equipment deliveries and priorities.
   v. First aid.
   w. Security.
x. Progress cleaning.

3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.

C. Progress Meetings: Construction Manager will conduct progress meetings at weekly intervals.
   1. Attendees: In addition to representatives of Owner, Construction Manager, and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
   2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
      a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
         1) Review schedule for next period.
      b. Review present and future needs of each entity present, including the following:
         1) Interface requirements.
         2) Sequence of operations.
         3) Status of submittals.
         4) Deliveries.
         5) Off-site fabrication.
         6) Access.
         7) Site utilization.
         8) Temporary facilities and controls.
         9) Progress cleaning.
         10) Quality and work standards.
         11) Status of correction of deficient items.
         12) Field observations.
         13) Status of RFIs.
         14) Status of proposal requests.
         15) Pending changes.
         16) Status of Change Orders.
         17) Pending claims and disputes.
         18) Documentation of information for payment requests.
   3. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
      a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
   1. Contractor's construction schedule.
   2. Construction schedule updating reports.
   3. Daily construction reports.
   4. Site condition reports.

1.2 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
   1. Critical Activity: An activity on the critical path that must start and finish on the planned early start and finish times.
   2. Predecessor Activity: An activity that precedes another activity in the network.
   3. Successor Activity: An activity that follows another activity in the network.

B. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

C. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

D. Float: The measure of leeway in starting and completing an activity.
   1. Float time is not for the exclusive use or benefit of either Owner or Contractor, but is a jointly owned, expiring Project resource available to both parties as needed to meet schedule milestones and Contract completion date.

1.3 INFORMATIONAL SUBMITTALS

A. Format for Submittals: Submit required submittals in the following format:
   1. Working electronic copy of schedule file, where indicated.
   2. PDF electronic file.

B. Startup Network Diagram: Of size required to display entire network for entire construction period. Show logic ties for activities.

C. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
   1. Submit a working electronic copy of schedule, using software indicated, and labeled to comply with requirements for submittals. Include type of schedule (initial or updated) and date on label.

D. CPM Reports: Concurrent with CPM schedule, submit each of the following reports. Format for each activity in reports shall contain activity number, activity description, original duration,
remaining duration, early start date, early finish date, late start date, late finish date, and total float in calendar days.

1. Activity Report: List of all activities sorted by activity number and then early start date, or actual start date if known.
2. Logic Report: List of preceding and succeeding activities for all activities, sorted in ascending order by activity number and then early start date, or actual start date if known.
3. Total Float Report: List of all activities sorted in ascending order of total float.
4. Earnings Report: Compilation of Contractor’s total earnings from commencement of the Work until most recent Application for Payment.

E. Construction Schedule Updating Reports: Submit with Applications for Payment.

F. Daily Construction Reports: Submit at weekly intervals.

G. Site Condition Reports: Submit at time of discovery of differing conditions.

1.4 COORDINATION

A. Coordinate Contractor’s construction schedule with the schedule of values, submittal schedule, progress reports, payment requests, and other required schedules and reports.
   1. Secure time commitments for performing critical elements of the Work from entities involved.
   2. Coordinate each construction activity in the network with other activities and schedule them in proper sequence.

PART 2 - PRODUCTS

2.1 CONTRACTOR’S CONSTRUCTION SCHEDULE, GENERAL

A. Time Frame: Extend schedule from date established for [commencement of the Work] [the Notice of Award] [the Notice to Proceed] to date of [Substantial Completion] [final completion].
   1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

B. Activities: Treat each story or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
   1. Activity Duration: Define activities so no activity is longer than 10 days, unless specifically allowed by Architect.
   2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
   3. Submittal Review Time: Include review and resubmittal times indicated in Section 01 33 00 “Submittal Procedures” in schedule. Coordinate submittal review times in Contractor’s construction schedule with submittal schedule.
   4. Startup and Testing Time: Include no fewer than 15 days for startup and testing.
   5. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect’s and Construction Manager’s administrative procedures necessary for certification of Substantial Completion.
6. Punch List and Final Completion: Include not more than 5 days for completion of punch list items and final completion.

C. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.
   1. Work by Owner: Include a separate activity for each portion of the Work performed by Owner.
   2. Work Restrictions: Show the effect of the following items on the schedule:
      a. Coordination with existing construction.
      b. Limitations of continued occupancies.
      c. Uninterruptible services.
      d. Partial occupancy before Substantial Completion.
      e. Use of premises restrictions.
      g. Seasonal variations.
      h. Environmental control.

D. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.

E. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
   1. Unresolved issues.
   2. Unanswered Requests for Information.
   3. Rejected or unreturned submittals.
   4. Notations on returned submittals.

F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule.

G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
   1. Use Microsoft Project, for Windows XP operating system.

2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal, Gantt-chart-type, Contractor's construction schedule within 15 days of date established for the Notice of Award.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.
   1. For construction activities that require three months or longer to complete, indicate an estimated completion percentage in 10 percent increments within time bar.

2.3 REPORTS

A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site:
   1. List of subcontractors at Project site.
   2. List of separate contractors at Project site.
   3. Approximate count of personnel at Project site.
   4. Equipment at Project site.
   5. Material deliveries.
6. High and low temperatures and general weather conditions, including presence of rain or snow.
7. Accidents.
8. Meetings and significant decisions.
9. Unusual events.
10. Stoppages, delays, shortages, and losses.
11. Meter readings and similar recordings.
13. Orders and requests of authorities having jurisdiction.
14. Change Orders received and implemented.
15. Construction Change Directives received and implemented.
16. Services connected and disconnected.
17. Equipment or system tests and startups.
18. Partial completions and occupancies.
19. Substantial Completions authorized.

B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

PART 3 - EXECUTION

3.1 CONTRACTOR’S CONSTRUCTION SCHEDULE

A. Contractor’s Construction Schedule Updating: At monthly intervals, update schedule to reflect actual construction progress and activities. Issue schedule one week before each regularly scheduled progress meeting.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
3. As the Work progresses, indicate final completion percentage for each activity.

B. Distribution: Distribute copies of approved schedule to Architect, Construction Manager, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.
1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Requirements:
   1. Section 01 32 00 "Construction Progress Documentation" for submitting schedules and reports, including Contractor's construction schedule.
   2. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 DEFINITIONS

A. Action Submittals: Written and graphic information and physical samples that require Architect's and Construction Manager's responsive action.

B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's and Construction Manager's responsive action. Submittals may be rejected for not complying with requirements.

1.3 ACTION SUBMITTALS

A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and Construction Manager and additional time for handling and reviewing submittals required by those corrections.

1.4 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Architect's Digital Data Files: Electronic copies of digital data files of the Contract Drawings will be provided by Architect for Contractor's use in preparing submittals.
      a. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
      b. Contractor shall execute a data licensing agreement in the form of AIA Document C106, Digital Data Licensing Agreement.

B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Construction Manager's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
   1. Initial Review: Allow 10 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. will advise Contractor when a submittal being processed must be delayed for coordination.
   2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
   3. Resubmittal Review: Allow 10 days for review of each resubmittal.

D. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
   1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
   2. Name file with submittal number or other unique identifier, including revision identifier.
      a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
   3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect and Construction Manager.
   4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
      a. Project name.
      b. Date.
      c. Name and address of Architect.
      d. Name of Construction Manager.
      e. Name of Contractor.
      f. Name of firm or entity that prepared submittal.
      g. Names of subcontractor, manufacturer, and supplier.
      h. Category and type of submittal.
      i. Submittal purpose and description.
      j. Specification Section number and title.
      k. Specification paragraph number or drawing designation and generic name for each of multiple items.
      l. Drawing number and detail references, as appropriate.
      m. Location(s) where product is to be installed, as appropriate.
      n. Related physical samples submitted directly.
      o. Indication of full or partial submittal.
      p. Transmittal number, numbered consecutively.
      q. Submittal and transmittal distribution record.
      r. Other necessary identification.
      s. Remarks.
   5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
      a. Project name.
      b. Number and title of appropriate Specification Section.
      c. Manufacturer name.
      d. Product name.
E. Options: Identify options requiring selection by Architect.

F. Deviations: Identify deviations from the Contract Documents on submittals.

G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
   1. Note date and content of previous submittal.
   2. Note date and content of revision in label or title block and clearly indicate extent of revision.
   3. Resubmit submittals until they are marked with approval notation from Architect's and Construction Manager's action stamp.

H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

I. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's and Construction Manager's action stamp.

PART 2 - PRODUCTS

2.1 SUBMITTAL PROCEDURES

A. General Submittal Procedure Requirements:
   1. Post electronic submittals as PDF electronic files directly to Construction Manager’s FTP site specifically established for Project.
   2. Submit electronic submittals via email as PDF electronic files.
   3. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
      a. Provide a digital signature with digital certificate on electronically-submitted certificates and certifications where indicated.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
   1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
   2. Mark each copy of each submittal to show which products and options are applicable.
   3. Include the following information, as applicable:
      a. Manufacturer's catalog cuts.
      b. Manufacturer's product specifications.
      c. Standard color charts.
      d. Statement of compliance with specified referenced standards.
      e. Testing by recognized testing agency.
      f. Application of testing agency labels and seals.
      g. Notation of coordination requirements.
      h. Availability and delivery time information.
   4. For equipment, include the following in addition to the above, as applicable:
      a. Wiring diagrams showing factory-installed wiring.
      b. Printed performance curves.
      c. Operational range diagrams.
d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.

5. Submit Product Data before or concurrent with Samples.

6. Submit Product Data in the following format:
   a. PDF electronic file.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.
   1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
      a. Identification of products.
      b. Schedules.
      c. Compliance with specified standards.
      d. Notation of coordination requirements.
      e. Notation of dimensions established by field measurement.
      f. Relationship and attachment to adjoining construction clearly indicated.
      g. Seal and signature of professional engineer if specified.
   2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 24 by 36 inches.
   3. Submit Shop Drawings in the following format:
      a. PDF electronic file.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
   1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
   2. Identification: Attach label on unexposed side of Samples that includes the following:
      a. Generic description of Sample.
      b. Product name and name of manufacturer.
      c. Sample source.
      d. Number and title of applicable Specification Section.
   3. For projects where electronic submittals are required, provide corresponding electronic submittal of Sample transmittal, digital image file illustrating Sample characteristics, and identification information for record.
   4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
      a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
      b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
   5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
      a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect, through Construction Manager, will return submittal with options selected.
   6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing
color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Submit three sets of Samples. Architect and Construction Manager will retain two Sample sets; remainder will be returned. Mark up and retain one returned Sample set as a project record sample.
   1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Coordination Drawings Submittals: Comply with requirements specified in Section 01 31 00 "Project Management and Coordination."

F. Contractor's Construction Schedule: Comply with requirements specified in Section 01 32 00 "Construction Progress Documentation."

G. Application for Payment and Schedule of Values: Comply with requirements specified in Section 01 29 00 "Payment Procedures."

H. Test and Inspection Reports and Schedule of Tests and Inspections Submittals: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

I. Closeout Submittals and Maintenance Material Submittals: Comply with requirements specified in Section 01 77 00 "Closeout Procedures."

J. Maintenance Data: Comply with requirements specified in Section 01 78 23 "Operation and Maintenance Data."

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

L. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.

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

N. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

O. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

P. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

Q. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
R. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

S. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.

T. Schedule of Tests and Inspections: Comply with requirements specified in Section 01 40 00 "Quality Requirements."

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

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

W. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

X. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.

B. Project Closeout and Maintenance Material Submittals: See requirements in Section 01 77 00 "Closeout Procedures."

C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S AND CONSTRUCTION MANAGER'S ACTION

A. General: Architect and Construction Manager will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Architect and Construction Manager will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect and Construction Manager
will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action.

C. Informational Submittals: Architect and Construction Manager will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect and Construction Manager will forward each submittal to appropriate party.

D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   2. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.
   3. Specific test and inspection requirements are not specified in this Section.

1.2 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.

C. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

D. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.

E. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

G. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
H. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.3 CONFLICTING REQUIREMENTS

A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.4 INFORMATIONAL SUBMITTALS

A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

1.5 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Field Reports: Prepare written information documenting tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
5. Other required items indicated in individual Specification Sections.
C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

E. Manufacturer's Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.
1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
C. Manufacturer's Field Services: Where indicated, engage a manufacturer's representative to observe and inspect the Work. Manufacturer's representative's services include examination of substrates and conditions, verification of materials, inspection of completed portions of the Work, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work.
   2. Incidental labor and facilities necessary to facilitate tests and inspections.
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   6. Security and protection for samples and for testing and inspecting equipment at Project site.

F. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

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

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 01 73 00 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION
PART 1 - GENERAL

1.1 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

B. "Approved": When used to convey Architect's action on Contractor's submittals, applications, and requests, "approved" is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

C. "Directed": A command or instruction by Architect. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

D. "Indicated": Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as "indicated."

E. "Regulations": Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.

F. "Furnish": Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. "Provide": Furnish and install, complete and ready for the intended use.

I. "Project Site": Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.

1.2 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
   1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.
1.3 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale's "Encyclopedia of Associations: National Organizations of the U.S." or in Columbia Books' "National Trade & Professional Associations of the United States."

B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

D. State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list.

CBHF State of California
Department of Consumer Affairs
Bureau of Home Furnishings and Thermal Insulation

CCR California Code of Regulations
Office of Administrative Law
California Title 24 Energy Code

CDHS California Department of Health Care Services (Formerly: California Department of Health Services) (See CCR)

CDPH California Department of Public Health
Indoor Air Quality Program

CPUC California Public Utilities Commission

SCAQMD South Coast Air Quality Management District

TFS Texas Forest Service
Forest Resource Development and Sustainable Forestry

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Requirements:
1. Section 01 10 00 "Summary" for work restrictions and limitations on utility interruptions.

1.2 USE CHARGES

A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, Architect, testing agencies, and authorities having jurisdiction.

1.3 INFORMATIONAL SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

C. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.

1.4 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide galvanized-steel bases for supporting posts.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
B. Common-Use Field Office: Of sufficient size to accommodate needs of Owner, Architect, Construction Manager, and construction personnel office activities and to accommodate Project meetings specified in other Division 01 Sections. Keep office clean and orderly.

C. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.

2.3 EQUIPMENT

A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

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

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

3.2 TEMPORARY UTILITY INSTALLATION

A. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:
   1. Provide construction for temporary offices, shops, and sheds located within construction area or within 30 feet of building lines that is noncombustible according to ASTM E 136. Comply with NFPA 241.
   2. Maintain support facilities until Architect schedules Substantial Completion inspection. Remove before Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

B. Traffic Controls: Comply with requirements of authorities having jurisdiction.
   1. Protect existing site improvements to remain including curbs, pavement, and utilities.
   2. Maintain access for fire-fighting equipment and access to fire hydrants.

C. Parking: Provide temporary parking areas for construction personnel.

D. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
   1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
   2. Remove snow and ice as required to minimize accumulations.

E. Waste Disposal Facilities: Comply with requirements specified in Section 01 74 19 "Construction Waste Management and Disposal."
3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.

B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

C. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to requirements of 2003 EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.

D. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

E. Site Enclosure Fence: Before construction operations begin, furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gates.
   1. Extent of Fence: As required to enclose entire Project site or portion determined sufficient to accommodate construction operations.
   2. Maintain security by limiting number of keys and restricting distribution to authorized personnel. Furnish one set of keys to Owner.

F. Security Enclosure and Lockup: Install temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security. Lock entrances at end of each work day.

G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

I. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
   1. Prohibit smoking in construction areas.
   2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
   4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

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

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
   2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 01 77 00 “Closeout Procedures.”

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers’ standard warranties on products; special warranties; and comparable products.

B. Related Requirements:
   1. Section 01 25 00 “Substitution Procedures” for requests for substitutions.

1.2 DEFINITIONS

A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term “product” includes the terms “material,” “equipment,” “system,” and terms of similar intent.
   1. Named Products: Items identified by manufacturer’s product name, including make or model number or other designation shown or listed in manufacturer’s published product literature, that is current as of date of the Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
   3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Basis-of-Design Product Specification: A specification in which a specific manufacturer’s product is named and accompanied by the words “basis-of-design product,” including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

A. Comparable Product Requests: Submit request for consideration of each comparable product. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
   1. Architect’s Action: If necessary, Architect will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Architect will notify Contractor through Construction Manager of approval or rejection of proposed comparable product request within 15 days of receipt of request, or days of receipt of additional information or documentation, whichever is later.
      a. Form of Approval: As specified in Section 01 33 00 “Submittal Procedures.”
      b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00 “Submittal Procedures.” Show compliance with requirements.
1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer’s written instructions.

B. Delivery and Handling:
   1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
   2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
   3. Deliver products to Project site in an undamaged condition in manufacturer’s original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
   4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.

C. Storage:
   1. Store products to allow for inspection and measurement of quantity or counting of units.
   2. Store materials in a manner that will not endanger Project structure.
   3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
   4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
   5. Comply with product manufacturer’s written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
   6. Protect stored products from damage and liquids from freezing.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer’s disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer’s Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   1. Manufacturer’s Standard Form: Modified to include Project-specific information and properly executed.
   2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
   3. Refer to other Sections for specific content requirements and particular requirements for submitting special warranties.
C. Submittal Time: Comply with requirements in Section 01 77 00 "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.

B. Product Selection Procedures:
   1. Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
   3. Products:
      a. Restricted List: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
   4. Manufacturers:
      a. Restricted List: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered unless otherwise indicated.
   5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.

C. Visual Matching Specification: Where Specifications require "match Architect's sample", provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
   1. If no product available within specified category matches and complies with other specified requirements, comply with requirements in Section 01 25 00 "Substitution Procedures" for proposal of product.

D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with
requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 COMPARABLE PRODUCTS

A. Conditions for Consideration: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.

2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

3. Evidence that proposed product provides specified warranty.

4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.

5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes general administrative and procedural requirements governing execution of the Work including, but not limited to, the following:
   2. Field engineering and surveying.
   3. Installation of the Work.
   4. Cutting and patching.
   5. Coordination of Owner-installed products.
   6. Progress cleaning.
   7. Starting and adjusting.
   8. Protection of installed construction.

B. Related Requirements:
   1. Section 01 10 00 "Summary" for limits on use of Project site.
   2. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.2 INFORMATIONAL SUBMITTALS

A. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.3 QUALITY ASSURANCE

A. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
   1. Operational Elements: Do not cut and patch operating elements and 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.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.
PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities, mechanical and electrical systems, and other construction affecting the Work.
1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Architect according to requirements in Section 01 31 00 "Project Management and Coordination."

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
2. Establish limits on use of Project site.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect and Construction Manager.

3.4 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
   1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
   1. Make vertical work plumb and make horizontal work level.
   2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
   3. Conceal pipes, ducts, and wiring in finished areas unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.

F. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.

G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions.
   1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
   2. Allow for building movement, including thermal expansion and contraction.
   3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 CUTTING AND PATCHING

A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.

C. Temporary Support: Provide temporary support of work to be cut.

D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

E. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
   1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
   2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
F. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
   2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
   3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
   1. Remove liquid spills promptly.
   2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. See Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

C. See Section 07 "Penetration Firestopping" for patching fire-rated construction.

1.2 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 10 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
   1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
   2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
   3. Products: List products to be used and firms or entities that will perform the Work.
   4. Dates: Indicate when cutting and patching will be performed.
   5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
   6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
   7. Architect's Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.3 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, and result in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's visual appearance.
aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
   1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
   1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
   2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
   1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer’s written recommendations.
   1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size.
required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
4. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

-END OF SECTION-
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for the following:
   1. Salvaging nonhazardous construction waste.
   2. Recycling nonhazardous construction waste.
   3. Disposing of nonhazardous construction waste.

B. Related Requirements:
   1. Section 31 10 00 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. 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.

C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

D. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

E. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.3 PERFORMANCE REQUIREMENTS

A. General: Achieve end-of-Project rates for salvage/recycling goal of 75 percent by weight of total non-hazardous solid waste generated by the Work. Facilitate recycling and salvage of materials.

1.4 ACTION SUBMITTALS

A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

1.5 INFORMATIONAL SUBMITTALS

A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Include the following information:
   1. Material category.
   2. Generation point of waste.
   3. Total quantity of waste in tons.
   4. Quantity of waste salvaged, both estimated and actual in tons.
5. Quantity of waste recycled, both estimated and actual in tons.
6. Total quantity of waste recovered (salvaged plus recycled) in tons.
7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.

B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.

D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.

E. 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.

F. 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.

1.6 WASTE MANAGEMENT PLAN

A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

C. 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. 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.
   2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
   3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
   4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
   5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
   6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

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

B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
   1. Distribute waste management plan to everyone concerned within three days of submittal return.
   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.

C. 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.
   1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
   2. Comply with Section 01 50 00 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 RECYCLING CONSTRUCTION WASTE, GENERAL

A. General: Recycle paper and beverage containers used by on-site workers.

B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to Contractor.

C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
   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.
      a. Inspect containers and bins for contamination and remove contaminated materials if found.
   2. 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. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
   4. Store components off the ground and protect from the weather.
   5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

3.3 RECYCLING CONSTRUCTION WASTE

A. Packaging:
   1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:
   1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
   2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.4 DISPOSAL OF WASTE

A. 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.
   1. Except as otherwise specified, do not allow waste materials that are to be disposed of to accumulate on-site.
   2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
   1. Substantial Completion procedures.
   2. Final completion procedures.
   3. Warranties.
   4. Final cleaning.
   5. Repair of the Work.

B. Related Requirements:
   1. Section 01 78 39 "Project Record Documents" for submitting record Drawings, record Specifications, and record Product Data.

1.2 ACTION SUBMITTALS

A. Product Data: For cleaning agents.

B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.

C. Certified List of Incomplete Items: Final submittal at Final Completion.

1.3 CLOSEOUT SUBMITTALS

A. Certificates of Release: From authorities having jurisdiction.

B. Certificate of Insurance: For continuing coverage.

1.4 MAINTENANCE MATERIAL SUBMITTALS

A. Schedule of Maintenance Material Items: For maintenance material submittal items specified in other Sections.

1.5 SUBSTANTIAL COMPLETION PROCEDURES

A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.

B. Submittals Prior to Substantial Completion: Complete the following a minimum of 5 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
   1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
   2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, final completion construction
photographic documentation, damage or settlement surveys, property surveys, and similar final record information.

3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.

4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Construction Manager. Label with manufacturer's name and model number where necessary.

C. Procedures Prior to Substantial Completion: Complete the following a minimum of 5 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Advise Owner of pending insurance changeover requirements.
2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
3. Complete final cleaning requirements, including touchup painting.
4. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 5 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for final completion.

1.6 FINAL COMPLETION PROCEDURES

A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 01 29 00 "Payment Procedures."
2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection to determine acceptance. On receipt of request, Architect and Construction Manager will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
1.7 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
   1. Organize list of spaces in sequential order, starting with exterior areas first.
   2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
   3. Submit list of incomplete items in the following format:
      a. MS Excel electronic file. Architect, through Construction Manager, will return annotated copy.

1.8 SUBMITTAL OF PROJECT WARRANTIES

A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated, or when delay in submittal of warranties might limit Owner's rights under warranty.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
   1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
   2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
   3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
   1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
g. Sweep concrete floors broom clean in unoccupied spaces.

3.2 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restoration.
   a. Do not paint over "UL" and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.
2. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
3. Replace burned-out bulbs, bulbs noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
   1. Emergency manuals.
   2. Operation manuals for systems, subsystems, and equipment.
   3. Maintenance manuals for the care and maintenance of products, materials, and finishes systems and equipment.

B. See Divisions 02 through 49 Sections for specific operation and maintenance manual requirements for the Work in those Sections.

1.2 SUBMITTALS

A. Manual: Submit one copy of each manual in final form at least fifteen (15) days before final inspection. Architect will return copy with comments within fifteen (15) days after final inspection.
   1. Correct or modify each manual to comply with Architect's comments. Submit three (3) copies of each corrected manual within fifteen (15) days of receipt of Architect's comments.

PART 2 - PRODUCTS

2.1 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain a title page, table of contents, and manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
   1. Subject matter included in manual.
   2. Name and address of Project.
   3. Name and address of Owner.
   4. Date of submittal.
   5. Name, address, and telephone number of Contractor.
   6. Name and address of Architect.
   7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
   1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
a. Identify each binder on front and spine, with printed title “OPERATION AND MAINTENANCE MANUAL,” Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.

3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.

4. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for type of emergency, emergency instructions, and emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component for fire, gas leak, water leak, power failure, water outage, equipment failure, and chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include instructions on stopping, shutdown instructions for each type of emergency, operating instructions for conditions outside normal operating limits, and required sequences for electric or electronic systems.

2.3 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and equipment descriptions, operating standards, operating procedures, operating logs, wiring and control diagrams, and license requirements.

B. Descriptions: Include the following:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Equipment identification with serial number of each component.
   4. Equipment function.
   5. Operating characteristics.
   6. Limiting conditions.
   7. Performance curves.
   8. Engineering data and tests.
   9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include start-up, break-in, and control procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; and required sequences for electric or electronic systems.
D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.4 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:
   1. Product name and model number.
   2. Manufacturer's name.
   3. Color, pattern, and texture.
   5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and inspection procedures, types of cleaning agents, methods of cleaning, schedule for cleaning and maintenance, and repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

2.5 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including maintenance instructions, drawings and diagrams for maintenance, nomenclature of parts and components, and recommended spare parts for each component part or piece of equipment:

D. Maintenance Procedures: Include test and inspection instructions, troubleshooting guide, disassembly instructions, and adjusting instructions, and demonstration and training videotape if available, that detail essential maintenance procedures:
E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

C. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

D. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

E. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.

F. Comply with Section 01 77 00 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

-END OF SECTION-
PART 1 - GENERAL

1.1 SUMMARY

A. Section includes administrative and procedural requirements for project record documents, including the following:
   1. Record Drawings.
   2. Record Specifications.
   3. Record Product Data.

1.2 CLOSEOUT SUBMITTALS

A. Record Drawings: Comply with the following:
   1. Number of Copies: Submit copies of record Drawings as follows:
      a. Initial Submittal:
         1) Submit PDF electronic files of scanned record prints and one set(s) of file prints.
         2) Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
      b. Final Submittal:
         1) Submit PDF electronic files of scanned record prints and three set(s) of prints.

B. Record Specifications: Submit annotated PDF electronic files of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised Drawings as modifications are issued.
   1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
      a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
      b. Record data as soon as possible after obtaining it.
      c. Record and check the markup before enclosing concealed installations.
   2. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
   3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
   4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
B. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
   1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
   2. Format: Annotated PDF electronic file with comment function enabled.
   3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
   4. Identification: As follows:
      a. Project name.
      b. Date.
      c. Designation "PROJECT RECORD DRAWINGS."
      d. Name of Architect and Construction Manager.
      e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Note related Change Orders, record Product Data, and record Drawings where applicable.

B. Format: Submit record Specifications as [annotated PDF electronic file] [paper copy] [scanned PDF electronic file(s) of marked-up paper copy of Specifications].

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
   1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
   2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
   3. Note related Change Orders, record Specifications, and record Drawings where applicable.

B. Format: Submit record Product Data as [annotated PDF electronic file] [paper copy] [scanned PDF electronic file(s) of marked-up paper copy of Product Data].

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

B. Format: Submit miscellaneous record submittals as [PDF electronic file] [paper copy] [scanned PDF electronic file(s) of marked-up miscellaneous record submittals].
PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.

B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION
PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
   1. Demonstration of operation of systems, subsystems, and equipment.
   2. Training in operation and maintenance of systems, subsystems, and equipment.
   3. Demonstration and training videotapes.

B. See Divisions 02 through 49 for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS

A. Instruction Program: Submit two (2) copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

B. Demonstration and Training Videotapes: Submit two (2) copies within seven (7) days of end of each training module.

1.3 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 01 40 00 "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Pre-instruction Conference: Conduct conference at Project site. Review methods and procedures related to demonstration and training.

D. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:
B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include system and equipment descriptions, operating standards, regulatory requirements, equipment function, operating characteristics, limiting conditions, and performance curves.
2. Documentation: Review emergency, operations, and maintenance manuals; Project Record Documents; identification systems; warranties and bonds; and maintenance service agreements.
3. Emergencies: Include instructions on stopping; shutdown instructions; operating instructions for conditions outside normal operating limits; instructions on meaning of warnings, trouble indications, and error messages; and required sequences for electric or electronic systems.
4. Operations: Include startup, break-in, control, and safety procedures; stopping and normal shutdown instructions; routine, normal, seasonal, and weekend operating instructions; operating procedures for emergencies and equipment failure; and required sequences for electric or electronic systems.
5. Adjustments: Include alignments and checking, noise, vibration, economy, and efficiency adjustments.
6. Troubleshooting: Include diagnostic instructions and test and inspection procedures.
7. Maintenance: Include inspection procedures, types of cleaning agents, methods of cleaning, procedures for preventive and routine maintenance, and instruction on use of special tools.
8. Repairs: Include diagnosis, repair, and disassembly instructions; instructions for identifying parts; and review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
   1. Owner will furnish an instructor to describe Owner's operational philosophy.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
   1. Schedule training with Owner, through Construction Manager, with at least seven days' advance notice.

D. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.

3.2 DEMONSTRATION AND TRAINING VIDEOTAPES

A. General: Engage a qualified commercial photographer to record demonstration and training videotapes. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
   1. At beginning of each training module, record each chart containing learning objective and lesson outline.

B. Videotape Format: Provide high-quality VHS color videotape in full-size cassettes.
C. Narration: Describe scenes on videotape by audio narration by microphone while videotape is recorded. Include description of items being viewed. Describe vantage point, indicating location, direction (by compass point), and elevation or story of construction.

-END OF SECTION-