

25.8. Documentation of Resolution. If a Claim is resolved, the District shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate.

25.9. Dispute and Claim Resolution Process – Non-Applicability. The procedures and provisions in this Disputes and Claims section shall not apply to:

25.9.1. District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

25.9.2. District's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a contractor from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Disputes and Claims section and the Contract;

25.9.3. Personal injury, wrongful death or property damage claims;

25.9.4. Latent defect or breach of warranty or guarantee to repair;

25.9.5. Stop notices or stop payment notices; or

25.9.6. Any other District rights as set forth herein.

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

26.1. Contractor & Subcontractor Registration

26.1.1. Contractor shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

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

26.1.2. Contractor acknowledges that, for purposes of Labor Code section 1725.5, all or some of the Work is a public work to which Labor Code section 1771 applies. Contractor shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all Contractor's Subcontractors shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Contractor represents that all of its Subcontractors are registered pursuant to Labor Code section 1725.5.

26.1.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall post job site notices, as prescribed by regulation. Contractor shall

comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

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 District'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 District, 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 District, forfeit the statutory amount, (currently not to exceed two hundred dollars (\$200) for each calendar day, or portion thereof), for each worker paid less than the prevailing rates, as determined by the District 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.

26.2.5.1. The amount of the penalty shall not be less than forty dollars (\$40) for each calendar day, or portion thereof, unless the failure of Contractor was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of Contractor.

26.2.5.2. The amount of the penalty shall not be less than eighty dollars (\$80) for each calendar day or portion thereof, if Contractor has been assessed penalties within the previous three (3) years for failing to meet Contractor's prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

26.2.5.3. The amount of the penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, if the Labor Commissioner determines the Contractor willfully violated Labor Code section 1775.

26.2.5.4. 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 District 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 District forfeit the statutory amount (believed by the District to be currently one hundred dollars (\$100)) 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 District.

26.4. Payroll Records

26.4.1. If requested by the District, Contractor shall provide to the District and shall cause each Subcontractor performing any portion of the Work under this Contract to provide to the District and 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. In addition to any other requirements under Labor Code section 1770, et seq., the CPRs enumerated hereunder shall be certified and shall be provided to the District 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. District shall not make any payment to Contractor until:

26.4.1.1.1. Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District, and

26.4.1.1.2. The District 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 District in a timely manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

26.4.2. 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 District, 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 either the District, 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 of the Labor Code for any
work performed by our employees on the Project.

Date: _____ Signature: _____
(Section 16401 of Title 8 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 District, 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 District 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 District, 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 District 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.

26.5.10. Contractor shall ensure compliance with all certification requirements for all workers on the Project including, without limitation, the requirements for electrician certification in Labor Code section 108, et seq.

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, national origin, ancestry, sex, age, or physical handicap 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; 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

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the California Occupational Safety and Health Act of 1973, and all related regulations, including without limitation sections 330 et seq. of Title 8 of the California Code of Regulations.

27. MISCELLANEOUS

27.1. Assignment of Antitrust Actions

Although this project may not have been formally bid, the following provisions may apply:

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. § 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, 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. § 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 District 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, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Guaranteed Project Cost.

27.3. Taxes

Guaranteed Project Cost 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 Guaranteed Project Cost shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

**[TO BE ENTERED INTO AFTER CONSTRUCTION IS COMPLETE TO
COMMENCE THE LEASE TERM]**

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, 20____, and is made by and between _____ ("Contractor"), as Lessor, and the Alameda Unified School District ("District"), as Lessee.

1. Contractor and District have previously entered into a Facilities Lease dated as of _____, 20____, (the "Lease") for the leasing by Contractor to District of the Project Site and Project in Alameda, CA, referenced in the Lease.

2. District hereby confirms the following:

- A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Contractor in all respects;
- B. That District has accepted and entered into possession of the Project and now occupies same; and
- C. That the term of the Facilities Lease commenced on _____, 20____, and will expire at 11:59 P.M. on _____, 20____.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20____

Alameda Unified School District

By: _____

Print Name: Sean McPhetridge, Ed., D., _____

Print Title: Superintendent _____

Dated: _____, 20____

Western Water Features, Inc.

By: _____

Print Name: _____

Print Title: _____

EXHIBIT F

CONSTRUCTION SCHEDULE

Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Contractor shall meet, and that ~~has been approved~~ by the District.

Schedule will need to be revised and reviewed after DSA approval.

ENCINAL H. S.
Sample Schedule 4/15/2015

ID	Task Name	Duration	Start	Finish	Predecessors	4/26	May 1 5/10	5/24	June 1 6/7	6/21	July 1 7/5	7/19	Aug 8/2
1	PROJECT COMPLETION (Includes I.D #88 Weather Delays (34) Days)	204 days	Mon 6/1/15	Wed 2/24/16									
2	Site Demolition	24 days	Mon 6/1/15	Wed 7/1/15									
3	Construction Fence / Temporary Baricades	2 days	Mon 6/1/15	Tue 6/2/15									
4	Breakout & Dispose / Dive & Lap Pools	6 days	Mon 6/8/15	Tue 6/16/15 5									
5	Breakout & Dispose / Pool Deck	4 days	Tue 6/2/15	Mon 6/8/15 3									
6	Breakout & Dispose / ADA Sidewalks & Parking	3 days	Mon 6/8/15	Thu 6/11/15 5									
7	Selective Demo / Training Pool Remodel	4 days	Mon 6/8/15	Fri 6/12/15 5									
8	Selective Demo / Pool Mechanical Equipment	5 days	Tue 6/2/15	Tue 6/9/15 3									
9	Selective Demo / Site Underground Utilities	4 days	Tue 6/16/15	Mon 6/22/15 4									
10	Selective Demo / Lifeguard Room	2 days	Tue 6/9/15	Thu 6/11/15 8									
11	Selective Demo / Locker Room	2 days	Thu 6/11/15	Mon 6/15/15 10									
12	Backfill & Compact / Dive & Lap Pools	5 days	Mon 6/22/15	Fri 6/26/15 9									
13	Cut, Fill & Grade / Pool Deck Area	3 days	Fri 6/26/15	Wed 7/1/15 12									
14	Cut, Fill & Grade / ADA Sidewalks & Parking	2 days	Thu 6/11/15	Mon 6/15/15 6									
15	Comp & Train Pool / Shell Construction	136 days	Wed 7/1/15	Mon 12/28/15									
16	Comp Pool / Perimeter Form	3 days	Wed 7/1/15	Mon 7/6/15 13									
17	Comp Pool / Wall Trim	5 days	Fri 7/3/15	Fri 7/10/15 16FS-1 day									
18	Comp Pool / Dewater System	2 days	Fri 7/10/15	Tue 7/14/15 17									
19	Comp Pool / Mass Excavation	4 days	Tue 7/14/15	Fri 7/17/15 18									
20	Comp Pool / Floor Grade	2 days	Fri 7/17/15	Tue 7/21/15 19									
21	Comp Pool / Pipe Trench	2 days	Wed 7/22/15	Fri 7/24/15 20FS+1 day									
22	Comp Pool / Pipe Installation	4 days	Wed 7/22/15	Tue 7/28/15 21FS-2 days									
23	Comp Pool / Health Dept Inspection	1 day	Wed 7/29/15	Thu 7/30/15 22FS+1 day									
24	Comp Pool I / Pipe Backfill	2 days	Fri 7/31/15	Tue 8/4/15 23FS+1 day									
25	Comp Pool / Geo Inspection	1 day	Tue 8/4/15	Wed 8/5/15 24									
26	Comp Pool / Floor Rock	2 days	Thu 8/6/15	Fri 8/7/15 25FS+1 day									
27	Comp Pool / Reinforcement	6 days	Fri 8/7/15	Mon 8/17/15 26,7									
28	Comp Pool / Form Keyway	2 days	Fri 8/14/15	Tue 8/18/15 27FS-1 day									
29	Comp Pool / Pour Pool Floor	1 day	Wed 8/19/15	Thu 8/20/15 28FS+1 day									
30	Comp Pool / Sand Blast Wall-Floor Joint	1 day	Thu 8/20/15	Fri 8/21/15 29									
31	Comp Pool / Set Underwater Niches	2 days	Thu 8/20/15	Mon 8/24/15 29									
32	Comp Pool / Complete Wall Reinforcement	4 days	Fri 8/21/15	Thu 8/27/15 29FS+1 day									
33	Comp Pool / Set Wires for Shotcrete	3 days	Thu 8/27/15	Mon 8/31/15 32									
34	Comp Pool / Wall Reinforcement Inspection	1 day	Thu 8/27/15	Fri 8/28/15 32									
35	Comp Pool / Shotcrete Walls	5 days	Mon 8/31/15	Mon 9/7/15 34,30,31,33									
36	Comp Pool / Form Gutter Wall	3 days	Tue 9/8/15	Fri 9/11/15 35FS+1 day									
37	Comp Pool / Shotcrete Gutter Wall	2 days	Mon 9/14/15	Wed 9/16/15 36FS+1 day									
38	Comp Pool / Cure Gutter & Walls	7 days	Wed 9/16/15	Thu 9/24/15 37									
39	Comp Pool / Water Proof Gutter	4 days	Wed 9/30/15	Tue 10/6/15 40									
40	Comp Pool / Ceramic Tile Gutter	4 days	Thu 9/24/15	Wed 9/30/15 38									
41	Comp Pool / Ceramic Tile Race Lanes & Targets	3 days	Mon 9/21/15	Wed 9/23/15 37FS+3 days									
42	Comp Pool / Set all White Fittings	2 days	Wed 9/23/15	Fri 9/25/15 41									
43	Comp Pool / Pre Plaster Preperation	2 days	Tue 11/3/15	Wed 11/4/15 42,39,64									
44	Comp Pool / Pool Plaster (After Pool Deck)	1 day	Fri 12/4/15	Mon 12/7/15 62,72,43,77									
45	Comp Pool / Fill & Balance	2 days	Mon 12/7/15	Wed 12/9/15 44									
46	ED - Comp Pool / Cleaning & Commisioning	14 days	Wed 12/9/15	Mon 12/28/15 45,71,86									
47	Surge & Pump Pit / Construction	28 days	Fri 7/17/15	Tue 8/25/15									
48	Surge & Pump Pit / Excavation	3 days	Fri 7/17/15	Wed 7/22/15 19									
49	Surge & Pump Pit / GEO Inspection	2 days	Wed 7/22/15	Fri 7/24/15 48									

Project: Encinal Sample Schedule 04.1
Date: Wed 4/15/15

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Critical

Critical Split

Progress

Deadline

ENCINAL H. S.
Sample Schedule 4/15/2015

ID	Task Name	Duration	Start	Finish	Predecessors	4/26	May 1 5/10	5/24	June 1 6/7	6/21	7/5 July 1	7/19	8/2	Aug
50	Surge & Pump Pit / Reinforcement	3 days	Fri 7/24/15	Wed 7/29/15 49										
51	Surge & Pump Pit / Reinforcement Inspection	2 days	Wed 7/29/15	Fri 7/31/15 50										
52	Surge & Pump Pit / Shotcrete	2 days	Fri 7/31/15	Tue 8/4/15 51										
53	Surge & Pump Pit / Water Proofing	3 days	Wed 8/12/15	Mon 8/17/15 52FS+7 days										
54	Surge & Pump Pit / Ladders & Rails	2 days	Mon 8/17/15	Wed 8/19/15 53										
55	Surge & Pump Pit / Piping Sleeves & Water Stops	2 days	Wed 8/19/15	Fri 8/21/15 54										
56	Surge Pit / Forming Deck Lid	2 days	Fri 8/21/15	Tue 8/25/15 55										
57	Comp & Train Pool / "Deck Area" Pool Mechanical & Electrical	15 days	Wed 9/16/15	Tue 10/6/15										
58	Comp Pool / Pipe & Conduit Trenching	5 days	Wed 9/16/15	Tue 9/22/15 35FS+7 days										
59	Comp Pool / Pipe & Conduit Installation	5 days	Mon 9/21/15	Fri 9/25/15 58FS-2 days										
60	Comp Pool / Pipe & Conduit Inspection	2 days	Fri 9/25/15	Tue 9/29/15 59										
61	Comp Pool / Pipe & Conduit Trench Backfill	5 days	Tue 9/29/15	Tue 10/6/15 60										
62	Pool Deck Construction	46 days	Tue 10/6/15	Fri 12/4/15										
63	Pool Deck / Slot Drain (deck forming must be complete)	7 days	Wed 10/14/15	Fri 10/23/15 65,83,61										
64	Pool Deck / Set Pool Anchor Inbeds (deck forming must be complete)	7 days	Fri 10/23/15	Tue 11/3/15 63,65										
65	Pool Deck / Cantilever Form	7 days	Tue 10/6/15	Wed 10/14/15 39,40										
66	Pool Deck / Expansion & Edge Joint Forming	5 days	Fri 10/23/15	Fri 10/30/15 63,65										
67	Pool Deck / Reinforcement Installation	5 days	Fri 10/30/15	Thu 11/5/15 66,66										
68	Pool Deck / Reinforcement Inspection	2 days	Thu 11/5/15	Mon 11/9/15 67										
69	Pool Deck / Pump, Place & Finish	6 days	Mon 11/9/15	Tue 11/17/15 68										
70	Pool Deck / Expansion Joint Sealants	3 days	Mon 11/30/15	Thu 12/3/15 69FS+10 days										
71	Pool Deck / Slot Drain Sawcut	1 day	Thu 12/3/15	Fri 12/4/15 70										
72	Mechanical Room Work	103 days	Mon 6/1/15	Tue 10/13/15										
73	Pool Equipment / Submittal Approval	20 days	Mon 6/1/15	Thu 6/25/15										
74	Pool Equipment / Order to Arrival on Site	60 days	Thu 6/25/15	Mon 9/14/15 73										
75	Pool Equipment / Installation	10 days	Mon 9/14/15	Fri 9/25/15 74										
76	Pool Equipment / Piping Installation	12 days	Fri 9/25/15	Tue 10/13/15 75										
77	Pool Equipment / Test & Operational	1 day	Tue 10/13/15	Tue 10/13/15 76,87										
78	Site Work	126 days	Tue 6/9/15	Mon 11/23/15										
79	Life Guard Room / New Cabinet Work Installation	2 days	Thu 6/11/15	Mon 6/15/15 10										
80	Life Guard Room / New Hollow Metal Frames & Door Installation	2 days	Thu 6/11/15	Mon 6/15/15 10										
81	Life Guard Room / Painting New Doors & Frames	2 days	Mon 6/15/15	Wed 6/17/15 80,79										
82	Locker Rooms / ADA Locker Upgrades & Signage	5 days	Mon 6/15/15	Mon 6/22/15 11										
83	Underground Utility / New Water, SS, SD & Gas	6 days	Wed 7/1/15	Thu 7/9/15 13										
84	Site Lighting / Pool 12' Pole Lights & Building Emergency Lighting	7 days	Thu 7/9/15	Fri 7/17/15 83										
85	ADA Access / Sidewalk & Parking Replacement	5 days	Mon 6/15/15	Mon 6/22/15 14										
86	Fence / Pool Area Chain Link Fence & Gate Replacement	4 days	Tue 11/17/15	Mon 11/23/15 69										
87	Electrical / Main Switchboard & Panels Replacement	6 days	Tue 6/9/15	Wed 6/17/15 8										
88	Weather Related Delays	34 days	Mon 1/11/16	Wed 2/24/16										
89	Weather Related Days Delay in JUNE	1 day	Mon 1/11/16	Mon 1/11/16 97										
90	Weather Related Days Delay in JULY	0 days	Mon 1/11/16	Mon 1/11/16 89										
91	Weather Related Days Delay in AUGUST	0 days	Mon 1/11/16	Mon 1/11/16 90										
92	Weather Related Days Delay in SEPTEMBER	1 day	Tue 1/12/16	Tue 1/12/16 91										
93	Weather Related Days Delay in OCTOBER	4 days	Tue 1/12/16	Mon 1/18/16 92										
94	Weather Related Days Delay in NOVEMBER	7 days	Mon 1/18/16	Wed 1/27/16 93										
95	Weather Related Days Delay in DECEMBER	10 days	Wed 1/27/16	Tue 2/9/16 94										
96	Weather Related Days Delay in JANUARY	11 days	Tue 2/9/16	Wed 2/24/16 95										
97	PUNCH LIST (Finish Date is without Weater Delays Included)	10 days	Mon 12/28/15	Mon 1/11/16 85,82,81,84,46										

Project: Encinal Sample Schedule 04.1
Date: Wed 4/15/15

Task

Split

Milestone

Summary

Project Summary

External Tasks

External Milestone

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

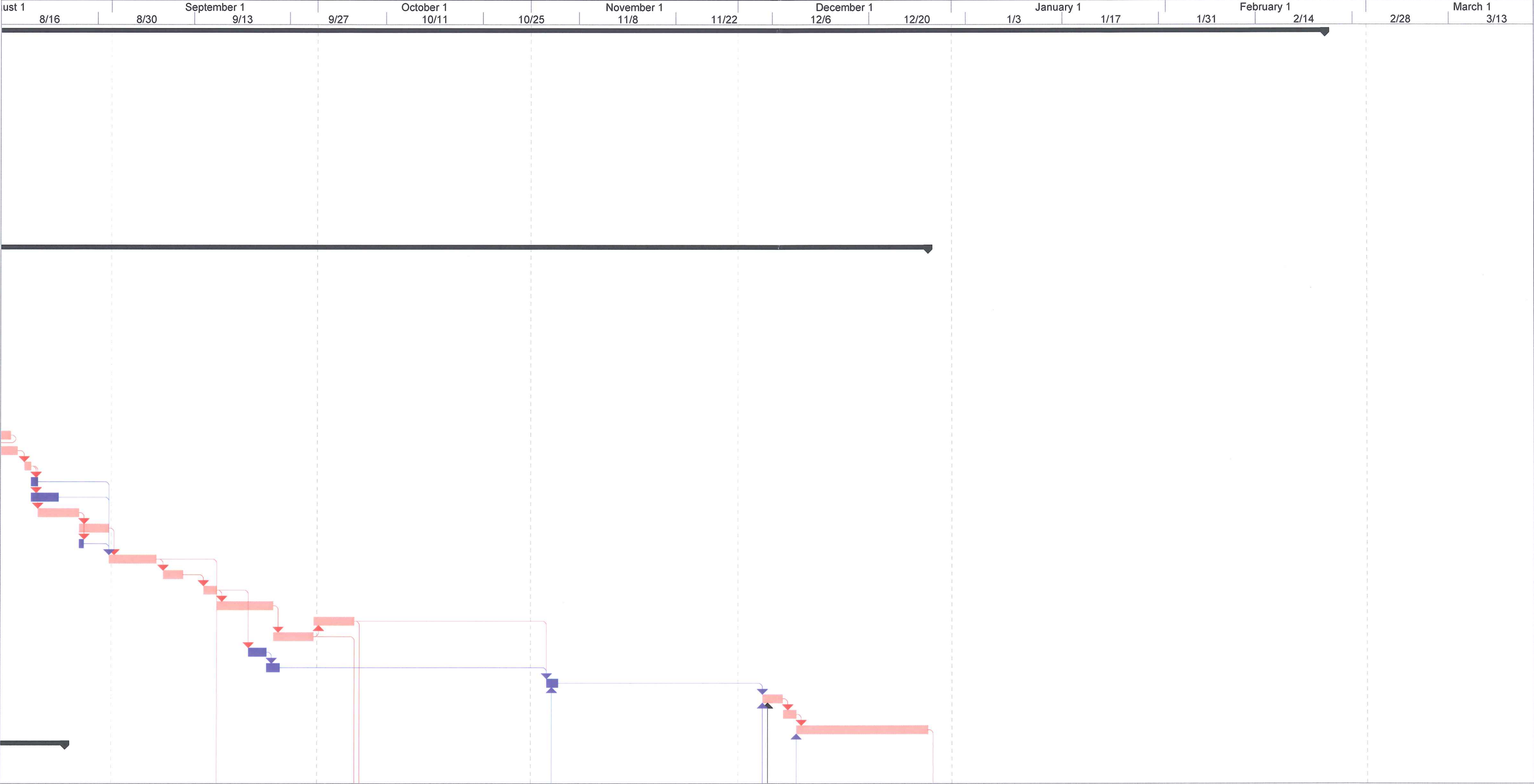
Critical

Critical Split

Progress

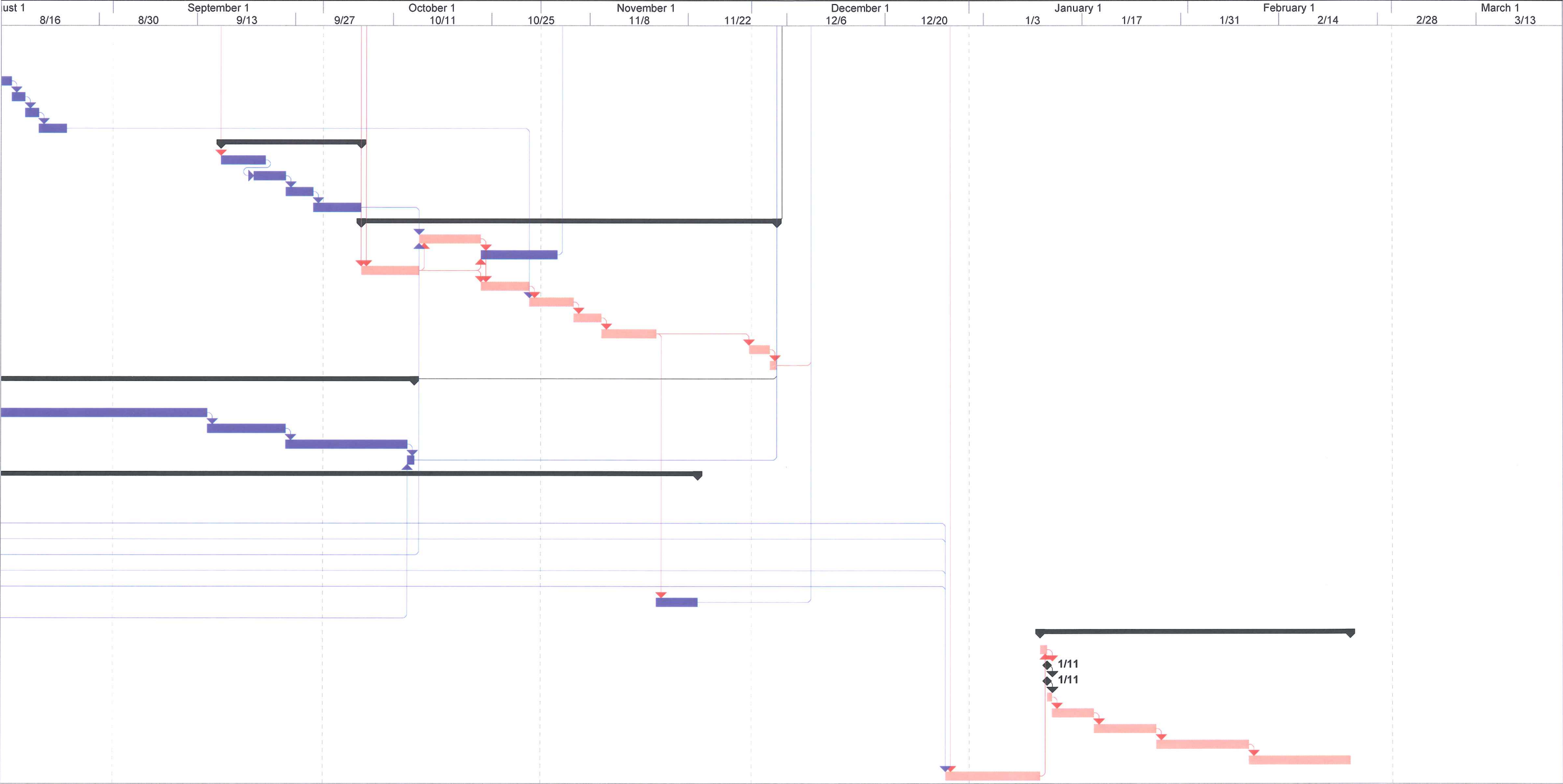
Deadline

ENCINAL H. S.
Sample Schedule 4/15/2015



Project: Encinal Sample Schedule 04.1
Date: Wed 4/15/15

ENCINAL H. S.
Sample Schedule 4/15/2015



Project: Encinal Sample Schedule 04.1 Date: Wed 4/15/15	Task		External Tasks		Duration-only		External Tasks		Deadline	
	Split		External Milestone		Manual Summary Rollup		External Milestone			
	Milestone		Inactive Milestone		Manual Summary		Critical			
	Summary		Inactive Summary		Start-only		Critical Split			
	Project Summary		Manual Task		Finish-only		Progress			

EXHIBIT G

SCHEDULE OF VALUES

Attached is a ~~detailed Schedule of Values~~ that complies with the requirements of the Construction Provisions (Exhibit D) and that has been approved by the District.

Attached is a project estimate/compensation breakdown. Detailed Schedule of Value to follow after DSA approval.

WESTERN WATER FEATURES, INC.

1.7 PROJECT ESTIMATE/COMPENSATION

This is a construction cost estimate based upon the plans, specifications and Attachment A.

<u>Cost Description</u>	<u>Rate</u>	<u>Factor</u>	<u>Estimated Cost:</u>	<u>Subtotals</u>
Labor			\$266,006.70	
Materials			\$380,579.91	
Subcontractor			\$976,334.06	
Equipment			\$24,497.50	
Other				
Direct Cost Subtotal				\$1,647,418.17
Sales Tax	9.5%	Materials	\$36,155.09	
Shipping Cost	6.0%	Materials	\$22,834.79	
Labor Burden	0.0%	Labor	\$-	
Project Management	2.5%	Direct Cost Subtotal	\$41,185.45	
Office Overhead	1.0%	Direct Cost Subtotal	\$16,474.18	
Lodging Expense	7.8%	Direct Cost Subtotal	\$20,663.15	
Travel Expense	5.9%	Direct Cost Subtotal	\$15,743.36	
Other		Direct Cost Subtotal	\$-	
Misc. Labor Expense	5.0%	Labor	\$13,300.34	
Misc. Material Expense	3.0%	Materials	\$11,417.40	
Misc. Equipment Expense	25.0%	Equipment	\$6,124.38	
Project Warranty	1.5%	Direct Cost Subtotal	\$24,711.27	
Project Contingency	2.0%	Direct Cost Subtotal	\$32,948.36	
Design & Engineering	0.0%	Direct Cost Subtotal	\$-	
Indirect Cost Subtotal				\$241,557.78
Mark-up/Fee on Labor	11.0%	Labor	\$29,260.74	
Mark-up/Fee on Material	11.0%	Materials	\$41,863.79	
Mark-up/Fee on Equipment	11.0%	Equipment	\$107,396.75	
Mark-up/Fee on Subcontract	11.0%	Subcontract	\$2,694.73	
Mark-up Cost Subtotal				\$181,216.00
Liability Insurance	2.006%	Total Est. Cost	\$43,240.19	
Performance & Payment Bonds	1.954%	Total Est. Cost	\$42,110.86	
Other	0.000%	Total Est. Cost	\$-	
Bond & Insurance Cost Subtotal				\$85,351.05
Total Estimated Cost *				\$2,155,543.00

General Notes:

1. The actual Colorado Timing System will be deferred as an additive alternate for \$62,343. The infrastructure (under-slab conduits, deck boxes, wall plate boxes, and scoreboard posts) will be installed as part of base bid.
 2. Alternative pool mechanical equipment will be substituted for the filters, heaters, chemical controllers, and pump starters. Substitutions will be reviewed and approved by Aquatic Design Group prior to installation.
 3. We would like to perform selective demolition on the lap pool conversion to a skimmer pool in lieu of cutting the bond beam of the pool off and rebuilding it. Selective demolition will be reviewed and reconstructive details will be developed by Aquatic Design Group.
 4. We would like to convert the new pool storage area to be AC paving in lieu of the concrete paving. We would propose a 3" AC section over a 6" section of AB.
 5. The District will acknowledge that the ground water conditions on the project may be significant. In our proposal we have allowed for 4 independent ground water pump stations that will be located around the deep end of the new pool structure. IF these four pumps do not mitigate the ground water to allow construction, the District will work with the Geotech Engineers to develop a dewater system that will allow the project to continue. All of the costs associated with this dewater system will be considered Unforeseen conditions and will be treated as a change order to the project.
-

EXHIBIT H

AGREEMENT FOR PRELIMINARY
SERVICES

N/A

EXHIBIT I

CERTIFICATES AND BONDS TO LEASE-LEASEBACK DOCUMENTS
AND
DIVISION 1 DOCUMENTS TO LEASE-LEASEBACK DOCUMENTS

ALAMEDA UNIFIED SCHOOL DISTRICT
ENCINAL HIGH SCHOOL POOL FACILITY PROJECT

Alameda Unified School District
and
Western Water Features, Inc.

NONCOLLUSION AFFIDAVIT
Public Contract Code § 7106

TO BE EXECUTED BY CONTRACTOR

The undersigned declares:

I am the _____ **[PRINT YOUR TITLE]**

of _____ **[PRINT FIRM NAME]**,

the party making the foregoing Contract.

The Contract is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Contract is genuine and not collusive or sham. The Contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid. The Contractor has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham proposal, or to refrain from proposing. The Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Contract price of the Contractor or any other contractor, or to fix any overhead, profit, or cost element of the Contract price, or of that of any other contractor. All statements contained in the Contract and Contractor's proposal are true. The Contractor has not, directly or indirectly, submitted his or her Contract price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham proposal or contract, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Contractor that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Contractor.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the following date:

Date: _____

Proper Name of Contractor: _____ Contractor _____

City, State: _____, _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION

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

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

DVBE PARTICIPATION REPORT

Contractor Name: _____ Date: _____

Project Name: _____ Project Number: _____

DVBE Firm Name	Trade / Portion of Work	Subcontract/ Contract Value
Add more sheets as needed to include all information for each DVBE		

Does the cumulative dollar value of these DVBE contracts meet or exceed the participation goal of three percent (3%) of the final Contract Price, as adjusted by all change orders?

YES _____ NO _____

If your response is "NO", please attach to this report a detailed description of the reasons for your firm did not achieve the participation goal of three percent (3%) of the final Contract Price.

I certify and declare under penalty of perjury under the laws of the State of California that all the foregoing information is complete, true, and correct.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

TOBACCO-FREE ENVIRONMENT CERTIFICATION

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

HAZARDOUS MATERIALS CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

LEAD-BASED MATERIALS CERTIFICATION

This certification provides notice to the Contractor that:

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

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Health Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

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

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

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

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

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

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

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

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

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

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

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

4. Contractor's Liability

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

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

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous

waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

IMPORTED MATERIALS CERTIFICATION

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

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

Certification of:	<input type="checkbox"/> Delivery Firm/Transporter	<input type="checkbox"/> Supplier	<input type="checkbox"/> Manufacturer
	<input type="checkbox"/> Wholesaler	<input type="checkbox"/> Broker	<input type="checkbox"/> Retailer
	<input type="checkbox"/> Distributor	<input type="checkbox"/> Other _____	
<hr/>			
Type of Entity:	<input type="checkbox"/> Corporation	<input type="checkbox"/> General Partnership	
	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other _____	

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION

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

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

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

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

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

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

I, _____,
Name Name of Contractor

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

Furthermore, I _____,
Name Name of Contractor

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

I, _____,
Name Name of Contractor

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

Name of firm ("Firm"): _____

Mailing address: _____

Address of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

_____ DOLLARS

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

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

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

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

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

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

Attention: _____

Telephone No.: (_____) ____ - _____

Fax No.: (_____) ____ - _____

E-mail Address: _____

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

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 *et seq.* of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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

_____ DOLLARS

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

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

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

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

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

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

Principal

Surety

(Name of Principal)

(Name of Surety)

(Signature of Person with Authority)

(Signature of Person with Authority)

(Print Name)

(Print Name)

(Name of California Agent of Surety)

(Address of California Agent of Surety)

(Telephone Number of California Agent of Surety)

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

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to
Lease-Leaseback Documents

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COORDINATION AND PROJECT MEETINGS

1. GENERAL

1.1. SECTION INCLUDES

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

1.2. COORDINATION RESPONSIBILITIES OF THE CONTRACTOR

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

1.3. FIELD ENGINEERING RESPONSIBILITIES OF THE CONTRACTOR

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

deviations on Record Drawings.

1.4. PRECONSTRUCTION CONFERENCE

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

1.5. PROGRESS MEETINGS

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

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

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

1.6. PRE-INSTALLATION CONFERENCES

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

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

1.7. POST CONSTRUCTION DEDICATION

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

END OF DOCUMENT

CONSTRUCTION SCHEDULE - NETWORK ANALYSIS

1. GENERAL

1.1. REFERENCES

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

1.2. PERFORMANCE REQUIREMENTS

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

1.3. QUALITY ASSURANCE

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

1.4. QUALIFICATIONS

1.4.1. Scheduler:

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

- 1.4.2. **Administrative Personnel:** Five (5) years minimum experience in using and monitoring schedules on comparable projects.

1.5. SUBMITTALS

- 1.5.1. Submission of submittals pursuant to "Contractor's Submittals And Schedules" in Exhibit "D." Adobe "PDF" files are not acceptable.
- 1.5.2. Submit Short Interval Schedule at each Construction Progress Meeting.
- 1.5.3. Submit Time Adjustment Schedule within five (5) days of commencement of a claimed

- delay.
 - 1.5.4. Submit Recovery Schedules as required for timely completion of Work or when demanded by the District.
 - 1.5.5. Submit job cost reports when demanded by the District.
 - 1.5.6. Submit one (1) reproducible and two (2) copies of each schedule and cost report.
 - 1.5.7. Submit large format plotted schedules monthly or at the request of the District or Construction Manager.
- 1.6. **REVIEW AND EVALUATION**
 - 1.6.1. Contractor shall participate in joint review of Construction Schedule and Reports with District and Construction Manager.
 - 1.6.2. Within seven (7) days of receipt of District and Construction Manager's comments provide satisfactory revision to Construction Schedule or adequate justification for activities in question.
 - 1.6.3. In the event that an activity or element of Work is not detected by District or Construction Manager review, such omission or error shall be corrected by next scheduled update and shall not affect Contract Time.
 - 1.6.4. Acceptance by District of corrected Construction Schedule shall be a condition precedent to making any progress payments.
 - 1.6.5. Cost-loaded values of Construction Schedule shall be basis for determining progress payments.
 - 1.6.6. Review and acceptance by District and Construction Manager of Preliminary Work Schedule or Construction Schedule does not constitute responsibility whatsoever for accuracy or feasibility of schedules nor does such acceptance expressly or impliedly warrant, acknowledge or admit reasonableness of activities, logic, duration, manpower, cost or equipment loading stated or implied on schedules.
- 1.7. **FORMAT**
 - 1.7.1. Prepare diagrams and supporting mathematical analyses using Precedence Diagramming Method, under concepts and methods outlined in AGC Construction Planning and Scheduling Manual.
 - 1.7.2. **Listings:** Reading from left to right, in ascending order for each activity.
 - 1.7.3. **Diagram Size:** 42 inches maximum height x width required.
 - 1.7.4. **Scale and Spacing:** To allow for legible notations and revisions.
 - 1.7.5. Illustrate order and interdependence of activities and sequence of Work.
 - 1.7.6. Illustrate complete sequence of construction by activity.
 - 1.7.7. Provide legend of symbols and abbreviations used.
- 1.8. **COST AND SCHEDULE REPORTS**
 - 1.8.1. **Activity Analysis:** Tabulate each activity of network diagram and identify for each activity:
 - 1.8.1.1. Description.
 - 1.8.1.2. Interface with outside contractors or agencies.
 - 1.8.1.3. Number.
 - 1.8.1.4. Preceding and following number.
 - 1.8.1.5. Duration.
 - 1.8.1.6. Earliest start date, earliest finish date.
 - 1.8.1.7. Actual start date, actual finish date.
 - 1.8.1.8. Latest start date, latest finish date.
 - 1.8.1.9. Total and free float.
 - 1.8.1.10. Identification of critical path activity.
 - 1.8.1.11. Monetary value keyed to Schedule of Values.
 - 1.8.1.12. Manpower requirements.
 - 1.8.1.13. Responsibility.
 - 1.8.1.14. Percentage complete.
 - 1.8.1.15. Variance positive or negative.

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

1.9. **CONSTRUCTION SCHEDULE**

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

- 1.9.6.4. Identification of key and long-lead elements and realistic delivery dates.
- 1.9.6.5. Construction activities in units of whole days limited to fourteen (14) days for each activity except non-construction, procurement and delivery.
- 1.9.6.6. Approximate cost and duration of each activity.
- 1.9.6.7. Shall contain seasonal weather considerations.
- 1.9.6.8. Indicate a date for Project Completion that is no later than Completion Date subject to any time extensions processed as part of a Change Order.
- 1.9.6.9. Conform to mandatory dates specified in the Contract Documents.
- 1.9.6.10. Contractor shall allow for inclement weather in the Proposed Baseline Schedule by incorporating an activity titled "Rain Day Impact Allowance" as the last activity prior to the Completion Milestone. No other activities may be concurrent with it. The duration of the Rain Day Impact Allowance activity will in accordance with the Contract Documents, including "Computation of Time / Adverse Weather" in Exhibit "D", and will be calculated from the Notice to Proceed until the Completion.
- 1.9.6.11. Level of detail shall correspond to complexity of work involved.
- 1.9.6.12. Indicate procurement activities, delivery, and installation of District furnished material and equipment.
- 1.9.6.13. Designate critical path or paths.
- 1.9.6.14. Subcontractor work at all levels shall be included in schedule.
- 1.9.6.15. As developed shall show sequence and interdependence of activities required for complete performance of Work.
- 1.9.6.16. Shall be logical and show a coordinated plan of Work.
- 1.9.6.17. Show order of activities and major points of interface, including specific dates of completion.
- 1.9.6.18. Duration of activities shall be coordinated with subcontractors and suppliers and shall be best estimate of time required.
- 1.9.6.19. Shall show description, duration and float for each activity.
- 1.9.7. **Activity.** An activity shall meet the following criteria:
 - 1.9.7.1. Any portion or element of Work or action that is precisely described, readily identifiable, and is a function of a logical sequential process.
 - 1.9.7.2. Descriptions shall be clear and concise. Beginning and end shall be readily verifiable. Starts and finishes shall be scheduled by logical restraints.
 - 1.9.7.3. Responsibility shall be identified with a single performing entity.
 - 1.9.7.4. Additional codes shall identify building, floor, and CSI classification.
 - 1.9.7.5. Assigned dollar value (cost-loading) of each activity shall cumulatively equal total contract amount. Mobilization, bond and insurance costs shall be separate. General requirement costs, overhead, profit, shall be prorated throughout all activities. Activity costs shall correlate with Schedule of Values.
 - 1.9.7.6. Major construction equipment shall be assigned to each activity.
 - 1.9.7.7. Activities labeled start, continue or completion are not allowed.
- 1.9.8. **Equipment and Materials.** For major equipment and materials show a sequence of activities including:
 - 1.9.8.1. Preparation of shop drawings and sample submissions.
 - 1.9.8.2. Review of shop drawings and samples.
 - 1.9.8.3. Finish and color selection.
 - 1.9.8.4. Fabrication and delivery.
 - 1.9.8.5. Erection or installation.
 - 1.9.8.6. Testing.
- 1.9.9. Include a minimum of fifteen (15) days prior to Completion Date for punch lists and clean up. No other activities shall be scheduled during this period.

1.10. SHORT INTERVAL SCHEDULE

- 1.10.1. The Four-Week Rolling Schedule shall be based on the most recent District Accepted Construction Schedule or Update. It shall include weekly updates to all construction, submittal, fabrication/procurement, and separate Work Contract activities. Contractor shall ensure that it accurately reflects the current progress of the Work.
- 1.10.2. Shall be fully developed horizontal bar-chart-type schedule directly derived from Construction Schedule.
- 1.10.3. Prepare schedule on sheet of sufficient width to clearly show data.
- 1.10.4. Provide continuous heavy vertical line identifying first day of week.
- 1.10.5. Provide continuous subordinate vertical line identifying each day of week.
- 1.10.6. Identify activities by same activity number and description as Construction Schedule.
- 1.10.7. Show each activity in proper sequence.
- 1.10.8. Indicate graphically sequences necessary for related activities.
- 1.10.9. Indicate activities completed or in progress for previous two (2) week period.
- 1.10.10. Indicate activities scheduled for succeeding two (2) week period.
- 1.10.11. Further detail may be added if necessary to monitor schedule.
- 1.11. REQUESTED TIME ADJUSTMENT SCHEDULE**
 - 1.11.1. Updated Construction Schedule shall not show a Completion Date later than the Contract Time, subject to any time extensions processed as part of a Change Order.
 - 1.11.2. If an extension of time is requested, a separate schedule entitled "Requested Time Adjustment Schedule" shall be submitted to District and Architect.
 - 1.11.3. Indicate requested adjustments in Contract Time which are due to changes or delays in completion of Work.
 - 1.11.4. Extension request shall include forecast of Project Completion date and actual achievement of any dates listed in Contract Documents.
 - 1.11.5. To the extent that any requests are pending at time of any Construction Schedule update, Time Adjustment Schedule shall also be updated.
 - 1.11.6. Schedule shall be a time-scaled network analysis.
 - 1.11.7. Accompany schedule with formal written time extension request and detailed impact analysis justifying extension.
 - 1.11.8. Time impact analysis shall demonstrate time impact based upon date of delay, and status of construction at that time and event time computation of all affected activities. Event times shall be those as shown in latest Construction Schedule.
 - 1.11.9. Activity delays shall not automatically constitute an extension of Contract Time.
 - 1.11.10. Failure of subcontractors shall not be justification for an extension of time.
 - 1.11.11. Float is not for the exclusive use or benefit of any single party. Float time shall be apportioned according to needs of project, as determined by the District.
 - 1.11.12. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall not be allowed without the prior written permission of the District.
 - 1.11.13. Extensions will be granted only to extent that time adjustments to activities exceed total positive float of the critical path and extends Completion date.
 - 1.11.14. District shall not have an obligation to consider any time extension request unless requirements of Contract Documents, and specifically, but not limited to these requirements are complied with.
 - 1.11.15. District shall not be responsible or liable for any construction acceleration due to failure of District to grant time extensions under Contract Documents should requested adjustments in Contract Time not substantially comply with submission and justification requirements of Contract for time extension requests.
 - 1.11.16. In the event a Requested Time Adjustment Schedule and Time Impact Analysis are not submitted within ten (10) days after commencement of a delay it is mutually agreed that delay does not require a Contract Time extension.
- 1.12. RECOVERY SCHEDULE**
 - 1.12.1. When activities are behind Construction Schedule a supplementary Recovery Schedule

shall be submitted.

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

1.13. UPDATING SCHEDULES

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

1.14. DISTRIBUTION

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

2. PRODUCTS

2.1. SCHEDULING SOFTWARE

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

2.2. ELECTRONIC DATA

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

END OF DOCUMENT

SUBMITTALS

1. GENERAL

1.1. SUBMITTAL PROCEDURES – USE OF PRIMAVERA

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

1.2. SHOP DRAWINGS

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

1.3. ELECTRONIC SUBMITTAL PROCESS

- 1.3.1. **Submittal Procedure for Large Format shop drawings.**
 - 1.3.1.1. Contractor shall provide six (6) paper copies and of the large format Shop Drawings directly to the District and the Construction Manager (CM) and Contractor will provide an electronic transmittal (with a detailed description of

the submittal including the subject, specification number and number of drawings) using the District approved software/program.

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

1.3.2. Product Data, Calculations and Small Format Drawings

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

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

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

1.4. PRODUCT DATA

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

1.5. SAMPLES

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

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

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

1.6. MANUFACTURER'S INSTRUCTION

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

1.7. MANUFACTURER'S CERTIFICATES

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

1.8. MOCK-UP

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

1.9. DEFERRED APPROVAL REQUIREMENTS

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

END OF DOCUMENT