Indian Valley Campus Pool/Shower Roofing
Project #14-0430

Marin Community College District

Mandatory Bid Walk: Monday, May 12, 2014
Bid Date: 3:00 p.m. Tuesday, May 27, 2014
### TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Notice Inviting Bid</td>
<td>1-2</td>
</tr>
<tr>
<td>2. Instructions to Bidders</td>
<td>3-9</td>
</tr>
<tr>
<td>3. Bid Proposal Form</td>
<td>10</td>
</tr>
<tr>
<td>4. Addenda</td>
<td>11</td>
</tr>
<tr>
<td>5. Subcontractor List Form</td>
<td>12</td>
</tr>
<tr>
<td>6. Workers’ Compensation Certificate</td>
<td>13</td>
</tr>
<tr>
<td>7. Non-collusion Affidavit</td>
<td>14</td>
</tr>
<tr>
<td>8. Bid Bond</td>
<td>15</td>
</tr>
<tr>
<td>9. W-9</td>
<td>16</td>
</tr>
<tr>
<td>10. Bidders’ Questionnaire</td>
<td>17-19</td>
</tr>
<tr>
<td>11. Example - Contract</td>
<td>20-21</td>
</tr>
<tr>
<td>12. General Conditions</td>
<td>22-67</td>
</tr>
<tr>
<td>13. Example - Notice of Award</td>
<td>68</td>
</tr>
<tr>
<td>14. Example - Notice to Proceed</td>
<td>69</td>
</tr>
</tbody>
</table>

### GENERAL INFORMATION

<table>
<thead>
<tr>
<th>Part</th>
<th>Section</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Rough Carpentry General</td>
<td>70</td>
</tr>
<tr>
<td>2</td>
<td>Products</td>
<td>71-72</td>
</tr>
<tr>
<td>3</td>
<td>Execution</td>
<td>72-74</td>
</tr>
<tr>
<td>4</td>
<td>Roof Deck and Insulation</td>
<td>75-77</td>
</tr>
<tr>
<td>5</td>
<td>Common Products Requirements</td>
<td>77-79</td>
</tr>
<tr>
<td>6</td>
<td>Execution</td>
<td>79-80</td>
</tr>
<tr>
<td>7</td>
<td>General Metal Roof</td>
<td>81-91</td>
</tr>
<tr>
<td>8</td>
<td>Products General</td>
<td>91-96</td>
</tr>
<tr>
<td>9</td>
<td>Preparation</td>
<td>96-100</td>
</tr>
</tbody>
</table>

### ASBESTOS LEAD SURVEY

Limited Asbestos and Lead Survey for Campus (IVC) 101-117  
Building 21 Pool/Shower Room Roof

### END of TABLE OF CONTENTS

Roofs at the Indian Valley Campus location
NOTICE INVITING BIDS

1. Notice is hereby given that the Governing Board (“Board”) of the Marin Community College District (“District”), of the County of Marin, State of California, will receive sealed bids for the Indian Valley Campus Pool/Shower Roofing Project #14-0430, (“Project”) up to, but not later than, 3:00 p.m. Tuesday, May 27, 2014, and will thereafter publicly open and read aloud the bids. All bids shall be received at the office of the District Buyer, located at College of Marin, Indian Valley Campus, 1800 Ignacio Blvd., Building 9 AS 100, Novato, California. Bid opening will occur at 3:00 p.m. on the date stated above at the College of Marin, Indian Valley Campus, 1800 Ignacio Blvd., Administrative Services Building 8, Room 130, Novato, California, 94949. The base bid will be for an Asphalt Shingle Roof and an Alternate #1 proposal will be for a Manufactured Metal Roof.

Note: It is the responsibility of the bidder to make sure that the bid is delivered to the address listed above. Please be informed that UPS does not deliver directly to this physical address.

2. Each bid shall be completed on the Bid Proposal Form included in the Contract Documents, and must conform and be fully responsive to this invitation, the plans and specifications and all other Contract Documents. The Contract Documents are available for review at the College of Marin, Indian Valley Campus, 1800 Ignacio Blvd., Administrative Services Building 8, Room 130, Novato, California.

3. Each bid shall be accompanied by cash, a cashier's or certified check, or a bidder's bond executed by a surety licensed to do business in the State of California as a surety, made payable to the District, in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded shall execute the Contract Documents and will provide the required payment and performance bonds and insurance certificates within ten (10) days after the notification of the award of the Contract.

4. The successful bidder shall comply with the provisions of the Labor Code pertaining to payment of the generally prevailing rate of wages and to apprenticeships or other training programs. The Department of Industrial Relations has made available the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the Contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available to any interested party upon request and are online at http://www.dir.ca.gov/DLSR. The Contractor and all Subcontractors shall pay not less than the specified rates to all workers employed by them in the execution of the Contract. It is the Contractor’s responsibility to determine any rate change.

5. The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.
6. The substitution of appropriate securities in lieu of retention amounts from progress payments in accordance with Public Contract Code §22300 is permitted.

7. Pursuant to Public Contract Code §4104, each bid shall include the name and location of the place of business of each subcontractor who shall perform work or service or fabricate or install work for the contactor in excess of one-half of one percent (1/2 of 1%) of the bid price. The bid shall describe the type of work to be performed by each listed subcontractor.

8. No bid may be withdrawn for a period of sixty (60) days after the date set for the opening for bids except as provided pursuant to Public Contract Code §§5100 et seq. The District reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding.

9. Minority, women, and disabled veteran contractors are encouraged to submit bids. This bid is not subject to Disabled Veteran Business Enterprise requirements.

10. This contract is not subject to a labor compliance program, as described in the Labor Code.

11. Each bidder shall possess at the time the bid is awarded the following classification(s) of California State Contractor's license: B General Contractor and/or C-39 Roofing.

12. A mandatory bidders’ conference will be held on Monday, May 12, 2014 at 9:00 a.m. at the Indian Valley Campus Pool, 1800 Ignacio Blvd, Novato CA 94949 for the purpose of acquainting all prospective bidders with the Contract Documents and the roofs at the Project site. Failure to attend the conference will result in the disqualification of the bid of the non-attending bidder.

MARIN COMMUNITY COLLEGE DISTRICT
By: Greg Nelson, Interim Vice President, College Operations

DATED: April 30, 2014

Publication Dates:

1) April 30, 2014
2) May 7, 2014
INSTRUCTIONS TO BIDDERS

Each bid submitted to the Marin Community College District (“District”) for the Indian Valley Campus Pool/Shower Roofing Project #14-0430 shall be in accordance with the following instructions and requirements, which are part of the Contract Documents for this Project.

1. **Deadline For Receipt of Proposals.** Each bid shall be sealed and submitted to the District Buyer no later than 3:00 p.m. on Tuesday, May 27, 2014. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated, regardless of the reason, shall be returned, unopened, to the bidder. The Buyer office is located at College of Marin, Indian Valley Campus, 1800 Ignacio Boulevard, Building 9, Room 100, Novato, California, 94949.

2. **Bidders Conference.** A mandatory bidder’s conference will be held on Monday, May 12, 2014 at 9 a.m. at the Indian Valley Campus Pool, Building LS 21 (Locker/Shower Room), 1800 Ignacio Boulevard, Novato, California, for the purpose of acquainting all prospective bidders with the Contract Documents and the Project site. It is imperative that all prospective bidders attend this conference. The failure to attend the conference will result in the disqualification of the bid of the non-attending bidder. Bid Documents will be distributed at the mandatory bidder’s conference.

3. **Requests for Information.** A bidder’s failure to request clarification or interpretation of an apparent error, inconsistency or ambiguity in the Contract Documents waives that bidder’s right to thereafter claim entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. Any questions relative to the bid shall be in writing and directed to the District Buyer at the address specified for receipt of bid proposals. These requests may be faxed to the District Buyer at (415) 883-3261. These requests shall be submitted to the District at least five (5) working days prior to the date the bid is due.

4. **Bid Proposal Forms.** All bid proposals shall be made on the forms provided by the District. All items on the form shall be filled out in ink. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form shall be without interlineations, alterations, or erasures.

5. **Execution of Forms.** Each bid must give the full business address of the bidder and must be signed by the bidder or bidder’s authorized representative with his or her usual signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership
shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's contractor license number(s) and expiration date(s).

6. **Bid Security.** Bid proposals shall be accompanied by a certified or cashier's check or bid bond for an amount not less than ten percent (10%) of the bid amount, payable to the District. A bid bond shall be secured from an admitted surety company, licensed in the State of California, and satisfactory to the District. The bid security shall be given as a guarantee that the bidder will enter into the Contract if awarded the work, and in the case of refusal or failure to enter into the Contract within ten (10) calendar days after notification of the award of the Contract or failure to provide the payment and performance bonds and proof of insurance as required by the Contract Documents, the District shall have the right to award the Contract to another bidder and declare the bid security forfeited. The District reserves the right to pursue all other remedies in law or equity relating to such a breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.

7. **Withdrawal of Bid Proposals.** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of sixty (60) days after the opening of bids, except as permitted pursuant to Public Contract Code §5103.

8. **Addenda or Bulletins.** The District reserves the right to issue addenda or bulletins prior to the opening of the bids subject to the limitations of Public Contract Code §4104.5. Any addenda or bulletins issued prior to bid time shall be considered a part of the Contract Documents.

9. **Bonds.** The successful bidder shall be required to submit payment and performance bonds as specified in and using the bond forms included with the Contract Documents. All required bonds shall be based on the maximum total contract price as awarded, including additive alternates, if applicable.

10. **Rejection of Bids and Award of Contract.** The District reserves the right to waive any irregularities in the bid and reserves the right to reject any and all bids. The Contract will be awarded, if at all, within sixty (60) calendar days after the opening of bids to the lowest responsible and responsive bidder, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible, responsive bidder.

11. **Execution of Contract.** The successful bidder shall, within ten (10) calendar days of the Notice of Award of the Contract, sign and deliver to the District the executed Contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the successful bidder fails or refuses to execute the Contract or fails to provide the bonds and certificates as required, the District may declare the bidder’s bid deposit or bond forfeited as liquidated damages, and may award the work to the next lowest
responsible, responsive bidder, or may reject all bids and, in its sole discretion, call for new bids. In all cases, the District reserves the right, without any liability, to cancel the award of Contract at any time prior to the full execution of the Contract.

12. **Drawings and Specifications.** All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of the District.

13. **Evidence of Responsibility.** Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder’s financial resources, the bidder’s experience in the type of work being required by the District, the bidder’s availability to perform the Contract and any other required evidence of the bidder’s qualifications to perform the Contract and any other required evidence of the bidder’s qualifications and responsibility to perform the Contract. The District may consider such evidence before making its decision to award the Contract. Failure to submit requested evidence may result in rejection of the bid.

14. **Taxes.** Applicable taxes shall be included in the bid prices.

15. **Bid Exceptions.** Bid exceptions are not allowed. If the bidder has a comment regarding the bid documents or the scope of work, the bidder shall submit those comments to the District for evaluation at least five working days prior to the opening of the bids. No oral or telephonic modification of any bid submitted will be considered and a sealed written modification may be considered only if received prior to opening of bids. E-mailed or faxed bids or modifications will not be accepted.

16. **Discounts.** Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible responsive bidder.

17. **Quantities.** The quantities shown on the plans and specifications are approximate. The District reserves the right to increase or decrease quantities as desired.

18. **Prices.** Bidders must quote prices Freight on Board (F.O.B.) unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

19. **Samples.** On request, samples of the products being bid shall be furnished to the District.

20. **Special Brand Names/Substitutions.** In describing any item, the use of a manufacturer or special brand does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired, except as provided in §3400 of the Public Contract Code. Substitute products will be considered either prior to or after the award of the Contract in accordance with §3400 and as set forth in either the Supplemental Conditions or the Specifications. All data substantiating the proposed
substitute as an "equal" item shall be submitted with the written request for substitution. The District reserves the right to make all final decisions on product and vendor selection.

21. **Container Costs and Delivery.** All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed in ensure safe transportation to point of delivery.

22. **Bid Negotiations.** A bid response to any specific item of this bid using terms such as "negotiable," "will negotiate," or similar, will be considered non-responsive.

23. **Prevailing Law.** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. All equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, Labor Code §§1771, 1778 and 1779.

24. **Allowances.** An “allowance” means an amount included in the bid proposal for work that may or may not be included in the Project, depending on conditions that will become known only after the Project is underway.

25. **Subcontractors.** Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code §§4100-4114, every bidder shall, on the enclosed Subcontractor List Form, set forth:

   a. The name and location of the place of business of each Subcontractor who will perform work or labor or render service to the bidder in or about the work or fabricate and install work in an amount in excess of one-half (1/2) of one percent (1%) of the bidder's total bid.

   b. If the bidder fails to specify a Subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and shall perform that portion of the work. The successful bidder shall not, without the written consent of the District or compliance with Public Contract Code §§ 4100 - 4114, either:

      1) Substitute any person as Subcontractor in place of the Subcontractor designated in the original bid;

      2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original Subcontractor listed in the bid; or
3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder’s original bid did not designate a Subcontractor.

26. Examination of Contract Documents and Work Site. Before submitting a bid proposal, all bidders shall carefully examine the Contract Documents, including the plans and specifications, shall visit the site of the proposed work, and shall fully inform themselves of all conditions in and about the work site, as well as applicable federal, state and local laws and regulations that may affect the work. No bidder shall visit the site without prior authorization of the District. Bidders shall contact the Director of Maintenance and Operations for coordination of site visits.

27. Form and Approval of Contract. The Contract Documents must be approved by the Governing Board of the District and its legal counsel. The bidder selected by the District shall execute the Contract provided by the District.

28. Licenses and Permits. Each bidder, and its Subcontractors, if any, shall at all times possess all appropriate and required licenses or other permits to perform the work as identified in the Contract Documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits.

29. Denial of Right to Bid. Contractors or Subcontractors who have violated state law governing public works shall be denied the right to bid on this public works contract pursuant to California Labor Code § 1777.7.

30. Bidders Interested in More Than One Bid. No person, firm, or corporation shall make, or file, or be interested in more than one bid. However, a person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or from submitting a prime proposal.

31. Contractor's State License Board. Contractors and Subcontractors are required by law to be licensed and regulated by the California Contractors’ Contractors' License Board.

32. Fingerprinting. This Section applicable to K-12 only.

33. Disabled Veterans Participation Goals. This Section is applicable to K-12 only.

34. Labor Compliance Program. This contract is _/ is not X_ subject to a labor compliance program, as pursuant to §§1771.5 and 1771.7 of the Labor Code. If this Contract is subject to the requirements of §1771.7 of the Labor Code, the District’s labor compliance program shall be part of the Contract Documents and shall include, but not be limited to, the following requirements:
a. A pre-job conference shall be conducted with the Contractor and Subcontractors to discuss federal and state labor law requirements applicable to the Contract.

b. Contractors and Subcontractors shall maintain and furnish, at a designated time, a certified copy of each weekly payroll containing a statement of compliance signed under penalty of perjury.

c. The District shall review, and if appropriate, audit payroll records to verify compliance with Labor Code, Part 7, Chapter 4.

d. The District shall withhold contract payments when payroll records are delinquent or inadequate.

e. The District shall withhold contract payments equal to the amount of underpayment and applicable penalties when, after investigation, it is established that underpayment has occurred.

36. Bid Protest. Any bid protest must be in writing and received by the District Office before 5:00 p.m. no later than three (3) working days following bid opening and must comply with the following requirements:

a. The bid protest must contain a complete statement of the basis for the protest, and all supporting documentation.

b. The party filing the protest must have actually submitted a bid for the Project. A Subcontractor of a bidder submitting a bid for the Project may not submit a bid protest. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

c. The protest must refer to the specific portion or portions of the Contract Documents upon which the protest is based.

d. The protest must include the name, address and telephone number of the person representing the protesting bidder.

e. The bidder filing the protest must concurrently transmit a copy of the bid protest and all supporting documentation to all other bidders with a direct financial interest which may be affected by the outcome of the protest, including all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

f. The bidder whose bid has been protested may submit a written response to the bid protest. Such response shall be submitted to the District before 5 p.m., no later than two (2) working days after the deadline for submission of the bid protest or other receipt of the bid protest, whichever is sooner, and shall include all
supporting documentation. Such response shall also be transmitted concurrently to the protesting bidder and to all other bidders who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

g. The procedure and time limits set forth in this section are mandatory and are the bidder’s sole and exclusive remedy in the event of bid protest. The bidder’s failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

h. If the District determines that a protest is frivolous, the protesting bidder may be determined to be non-responsible and that bidder may be determined to be ineligible for future contract awards by the District.

i. A “working day” for purposes of this section means a weekday during which the District’s office is open and conducting business, regardless of whether or not school is in session.

**Required Attachments:**

1. Bid Proposal Form
2. Addenda
3. Subcontractor List Form
4. Worker’s Compensation Certificate
5. Non-Collusion Affidavit
6. Bid Bond (or Cashier’s or Certified Check)
7. W-9 Request for Taxpayer Identification Number and Certification
8. Bidder’s Questionnaire
To be completed by bidder and submitted with bid.

BID PROPOSAL FORM

Governing Board
Marin Community College District

Dear Members of the Governing Board:

The undersigned, doing business under the name of __________________________________________________________

_______________________________________________, having carefully examined the location of the proposed work, the local conditions
of the place where the work is to be done, the Notice Inviting Bids, the General Conditions, the Instructions to Bidders, the Plans and
Specifications, and all other Contract Documents for the proposed Indian Valley Campus Pool/Shower Roofing Project #14-0430,
("Project"), and having accurately completed the Bidder's Questionnaire, proposes to perform all work and activities in accordance with the
Contract Documents, including all of its component parts, and to furnish all required labor, materials, equipment, transportation and services
required for the construction of the Project in strict conformity with the Contract Documents, including the Plans and Specifications as follows:

BASE BID:

For the sum of: ________________________________________________________________________

__________________________________________ Dollars     ($ ____________________________)

Alternate #1 __________________________________________________________________________

Add/Subtract __________________________________________   Dollars  ($______________________)

ADDITIVE/DEDUCTIVE ALTERNATE [if applicable]:

Additive/Deductive Alternate #2 __________________________________________________________

Add/Subtract __________________________________________   Dollars  ($______________________)

Additive/Deductive Alternate #3 __________________________________________________________

Add/Subtract __________________________________________   Dollars  ($______________________)

The undersigned has checked carefully all the above figures and understands that the District is not responsible for any errors or
omissions on the part of the undersigned in making this bid.

Enclosed find certified or cashier's check No._________________________ of the
___________________________________________ Bank for ________________________________ Dollars
($__________________) or Bidder's Bond of the ________________________________ surety company in an amount of not less
than ten percent (10%) of the entire bid. The undersigned further agrees, on the acceptance of this proposal, to execute the Contract
and provide the required bonds and insurance, and that in case of default in executing these documents within the time fixed by the
Contract Documents, the proceeds of the check or bond, accompanying this bid, shall be forfeited and shall become the property
of the District.

Contractor agrees to commence the work within the time specified in the Notice to Proceed. It is
understood that this bid is based upon completing the work within the number of calendar days specified in
the Contract Documents.
To be completed by bidder and submitted with bid.

**ADDENDA:**

Receipt of the following addenda is hereby acknowledged:

<table>
<thead>
<tr>
<th>Addendum #</th>
<th>Dated</th>
<th>Addendum #</th>
<th>Dated</th>
<th>Addendum #</th>
<th>Dated</th>
<th>Addendum #</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Respectfully Submitted,

Company: ______________________________________________

Address: ______________________________________________

______________________________________________

By:   ______________________________________________

(Please Print Or Type)

Signature:  ______________________________________________

Title:   ______________________________________________

Date:  ______________________________________________

Phone:  ______________________________________________

Contractor’s License No: __________________  Expiration Date _________
**SUBCONTRACTOR LIST FORM**

Each Bidder shall list below the name and location of place of business for each Subcontractor who will perform a portion of the Contract work in an amount in excess of 1/2 of 1 percent of the total contract price. The nature of the work to be subcontracted shall be described.

<table>
<thead>
<tr>
<th>DESCRIPTION OF WORK</th>
<th>SUBCONTRACTOR NAME</th>
<th>LOCATION OF BUSINESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To be completed by bidder and submitted with bid.

WORKERS' COMPENSATION CERTIFICATE

Labor Code §3700 in relevant part provides:

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

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) Be 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 his employees."

I am aware of the provisions of §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 this Contract and will require all Subcontractors to do the same.

___________________________________________
Contractor

By: _______________________________________

In accordance with Article 5 (commencing at §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 this Contract.
NONCOLLUSION AFFIDAVIT

State of California
County of (________________________)

____________________________________________, being first duly sworn, deposes and says that he or she is _________________________ of ____________________________ the party making the foregoing bid, and affirms that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true and correct; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date:  ____________________ ____________________________________________

Signature

State of ______________________, County of __________________________

On _______________ before me, __________________________________, personally appeared

personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____________________________________________

Signature of Notary Public
To be completed by bidder and submitted with bid.

**BID BOND**

We, the Contractor, _____________________________________________________ as principal ("Principal"), and _____________________________________________, as surety ("Surety") are firmly bound unto the Marin Community College District ("District"), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the District for the work described below for the payment of which sum in lawful money of the United States, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by this agreement.

Whereas, the Principal has submitted the accompanying bid ("Bid") dated _______________________, for the following project ("Project"):  **Indian Valley Campus Pool/Shower Roofing Project #14-0430**,  

Now, therefore, if the Principal does not withdraw its Bid within the period specified, and if the Principal is awarded the Contract and within the period specified fails to enter into a written contract with District, in accordance with the Bid as accepted, or fails to provide the proof of required insurance, performance bond and/or the payment bond by an admitted surety within the time required, or in the event of unauthorized withdrawal of the Bid, if the Principal pays the District the difference between the amount specified in the Bid and the amount for which District may procure the required work and/or supplies, if the latter amount is in excess of the former, together with all related costs incurred by District, then the above obligation shall be void and of no effect. Otherwise, the Principal and Surety shall pay to the District the penal sum described above as liquidated damages.

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

In witness whereof the above-bound parties have executed this instrument under their several seals this ______________ day of ____________________, 2014, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Corporate Seal)    __________________________________________  
Principal/Contractor  
By _______________________________________
Title _______________________________________

(Corporate Seal)    _________________________________  
Surety  
___________________________________  
Attach Attorney-In-Fact  
By _________________________________________
Certificate  
Title _______________________________________

To be signed by Principal and Surety and Acknowledgment and Notary Seal to be attached.
To be completed by bidder and submitted with bid.
To be completed by bidder and submitted with bid.

**BIDDER'S QUESTIONNAIRE**

Indian Valley Campus Pool/Shower Roofing Project #14-0430

TO THE BIDDER:

In making its award the Governing Board will take into consideration Bidder's experience, financial responsibility and capability. The following questionnaire is a part of the bid. Any bid received without this completed questionnaire may be rejected as nonresponsive. The District will use, but will not be limited to, the information provided herein for evaluating the qualifications and responsibility of the bidder and the bidder's organization to carry out satisfactorily the terms of the Contract Document. The questionnaire must be filled out accurately and completely and submitted with the bid. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the bid and may be grounds for the termination of any subsequent contract executed as a result of the bid.

A. Description of Bidder's Organization

1. Firm Name __________________________________________________________
2. Address _____________________________________________________________
3. Telephone Number ___________________________________________________
4. Type of Organization
   a. Corporation? Yes ____ No ____
      If yes, list officers and positions, and the State in which incorporated.
         _______________________________________________________________
         _______________________________________________________________
         _______________________________________________________________

   If the Bidder corporation is a subsidiary, give name and address of parent corporation:

   b. Partnership? Yes ____ No ____
      If yes, list partner's names and addresses
      General Partners:
         _______________________________________________________________
         _______________________________________________________________
         _______________________________________________________________

      Limited Partners:
         _______________________________________________________________
         _______________________________________________________________
         _______________________________________________________________

   c. Individual Proprietorship? Yes ____ No ____
      If yes, list name and address of proprietor:
         _______________________________________________________________
         _______________________________________________________________
B. Nature of Operations

1. How long have you been engaged in the contracting business under your present business name? _____________________________________________________

2. How many years of experience does your business have in construction work similar to that called for under this bid? __________________________________

3. Have you now contracts, or have you ever contracted, to provide construction for any school district, community college district or county office of education in the State of California? Yes ____ No ____
   a. If “yes,” on a separate attached sheet, provide the following information for all construction projects you have had with school districts, community college districts, or county offices of education during the last four (4) years:
      1. Year contract awarded
      2. Type of work
      3. Contract completion time called for/actual completion time
      4. Contract price
      5. For whom performed, including person to call for reference and telephone number
      6. Location of work
      7. Number of stop notices filed
      8. For each contract, list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
      9. Amount of liquidated damages assessed
   b. On a separate attached sheet, provide the following information for all construction contracts of a similar nature as called for in this bid that you have had with entities other than school districts, community college districts and county offices of education during the last four (4) years:
      1. Year contract awarded
      2. Type of work
      3. Contract completion time called for/actual completion time
      4. Contract price
      5. For whom performed, including person to call for reference and telephone number
      6. Location of work
      7. Number of stop notices filed
      8. For each contract list any lawsuits filed relating to that contract in which you were a defendant or plaintiff
      9. Amount of liquidated damages assessed
   c. For each construction contract that you have failed to complete within the contract time in the last four (4) years, please state the reasons for the untimely performance.
C.  **Financial and Credit Data**

1. If your bid is considered for award, and if requested by the District, will you supply the following data? Yes ____  No ____
   
   a. Names and addresses of any banks where you regularly do business.
   
   b. The names and addresses of any banks, finance companies, dealers, suppliers, or others where you have notes or loans.
   
   c. Give credit references, including at least three trade or industry suppliers with whom you regularly deal.

2. Will you submit on request a balance sheet for the past three (3) years?  
   Yes ____  No ____

3. Where have you engaged in the construction business or any other type of business in the last five (5) years?

<table>
<thead>
<tr>
<th>Name of Business</th>
<th>Location</th>
<th>Type of Business</th>
<th>Years in Business</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   If any of the business endeavors referred to above are no longer operating, or you are no longer associated with them, please give brief details:

   |                      |               |                  |                   |
   |                      |               |                  |                   |
   |                      |               |                  |                   |

4. The following surety companies may be contacted as references as to the financial responsibility and general reliability of the bidder:

<table>
<thead>
<tr>
<th>Surety Name</th>
<th>Contact Person</th>
<th>Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

I certify under penalty of perjury that the foregoing is true and correct. Executed at ______________________________, California, on __________________, 20___.

Signature of Bidder ________________________________________________________

Name (print)  ________________________________________________________________
EXAMPLE OF CONTRACT

This Contract (“Contract”) is made by and between the Marin Community College District (“District”), and ___________________________________________________ (“Contractor”).

District and Contractor hereby agree as follows:

1. Description of Work
   The Contractor agrees to furnish all labor, materials, equipment, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and satisfactorily complete all work required for the following project (“Project”) in full conformance with the Contract Documents: Indian Valley Campus xxxxxxxxx.

2. Contract Documents
   The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions and any supplemental conditions, the Technical Specifications, the Drawings, the completed Bidder’s Questionnaire, Disabled Veteran Business Enterprises Requirements (if applicable), Labor Compliance Program (if applicable).

3. Compensation
   As full compensation for Contractor’s complete and satisfactory performance of the work and activities described in the Contract Documents, the District agrees to pay Contractor, and Contractor agrees to accept the sum of _________________________ ($ __________), which shall be paid to the Contractor according to the Contract Documents.

4. Prevailing Wages
   This Project is subject to prevailing wage requirements, and Contractor and its Subcontractors are required to pay all workers employed for the performance of this Contract no less than the applicable prevailing wage rate for each such worker.

5. Time for Completion
   The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of 90 calendar days from the starting date. Time is of the essence in the performance of this Contract.

6. Liquidated Damages
   Liquidated damages for Contractor’s failure to complete the Contract within the time fixed for completion are established in the amount of Two Hundred and Fifty Dollars ($250.00) per calendar day.

IN WITNESS WHEREOF, the parties agree to the terms of this Contract on the day and year written below.

___________________________________  ______________________________________
District       Contractor

20
Contractor License No. And Expiration Date

By: ______________________________

Individual Signature

______________________________

Title

______________________________

Date

For: _______________________________

Corporation or Partnership

If Corporation, Seal Below.
**GENERAL CONDITIONS**

**TABLE OF CONTENTS**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Definitions</td>
<td>23</td>
</tr>
<tr>
<td>2</td>
<td>Architect</td>
<td>25</td>
</tr>
<tr>
<td>3</td>
<td>Contract Documents</td>
<td>25</td>
</tr>
<tr>
<td>4</td>
<td>Intent of Drawings and Specifications</td>
<td>26</td>
</tr>
<tr>
<td>5</td>
<td>Trade Divisions</td>
<td>27</td>
</tr>
<tr>
<td>6</td>
<td>Master Mandatory Provisions</td>
<td>27</td>
</tr>
<tr>
<td>7</td>
<td>Contractor</td>
<td>28</td>
</tr>
<tr>
<td>8</td>
<td>Responsibility of General Contractor</td>
<td>29</td>
</tr>
<tr>
<td>9</td>
<td>Subcontractors</td>
<td>29</td>
</tr>
<tr>
<td>10</td>
<td>Performance and Payment Bonds</td>
<td>30</td>
</tr>
<tr>
<td>11</td>
<td>Insurance</td>
<td>31</td>
</tr>
<tr>
<td>12</td>
<td>Codes and Regulations</td>
<td>34</td>
</tr>
<tr>
<td>13</td>
<td>Permits and Taxes</td>
<td>34</td>
</tr>
<tr>
<td>14</td>
<td>Patents and Royalties</td>
<td>35</td>
</tr>
<tr>
<td>15</td>
<td>Safety and Fire Prevention</td>
<td>35</td>
</tr>
<tr>
<td>16</td>
<td>Hazardous Materials</td>
<td>36</td>
</tr>
<tr>
<td>17</td>
<td>Temporary Facilities</td>
<td>37</td>
</tr>
<tr>
<td>18</td>
<td>Signs</td>
<td>38</td>
</tr>
<tr>
<td>19</td>
<td>Time</td>
<td>38</td>
</tr>
<tr>
<td>20</td>
<td>Construction Schedule</td>
<td>39</td>
</tr>
<tr>
<td>21</td>
<td>Delays and Time Extensions</td>
<td>39</td>
</tr>
<tr>
<td>22</td>
<td>Liquidated Damages</td>
<td>40</td>
</tr>
<tr>
<td>23</td>
<td>District’s Right To Stop Work; Terminate The Contract</td>
<td>41</td>
</tr>
<tr>
<td>24</td>
<td>Assignment of Contract</td>
<td>42</td>
</tr>
<tr>
<td>25</td>
<td>Coordination With Other Contracts</td>
<td>43</td>
</tr>
<tr>
<td>26</td>
<td>Submittals: Shop Drawings, Cuts and Samples</td>
<td>43</td>
</tr>
<tr>
<td>27</td>
<td>Payments</td>
<td>44</td>
</tr>
<tr>
<td>28</td>
<td>Modifications of Contract</td>
<td>47</td>
</tr>
<tr>
<td>29</td>
<td>Indemnity</td>
<td>50</td>
</tr>
<tr>
<td>30</td>
<td>Warranty of Title</td>
<td>50</td>
</tr>
<tr>
<td>31</td>
<td>Use of Completed Parts of The Work Before Acceptance</td>
<td>50</td>
</tr>
<tr>
<td>32</td>
<td>Guarantee &amp; Warranty</td>
<td>50</td>
</tr>
<tr>
<td>33</td>
<td>Protection of Work and Property</td>
<td>51</td>
</tr>
<tr>
<td>34</td>
<td>Use of Roadways and Walkways</td>
<td>52</td>
</tr>
<tr>
<td>35</td>
<td>Materials</td>
<td>52</td>
</tr>
<tr>
<td>36</td>
<td>Substitutions</td>
<td>52</td>
</tr>
<tr>
<td>37</td>
<td>Testing</td>
<td>53</td>
</tr>
<tr>
<td>38</td>
<td>Inspection</td>
<td>53</td>
</tr>
<tr>
<td>39</td>
<td>Cleanup</td>
<td>54</td>
</tr>
<tr>
<td>40</td>
<td>Construction Waste Management Requirements</td>
<td>55</td>
</tr>
<tr>
<td>41</td>
<td>Instructions and Manuals</td>
<td>59</td>
</tr>
</tbody>
</table>
1. DEFINITIONS

Addendum: A written change or revision to the Contract Documents issued to the prospective bidders prior to the time of receiving bids.

Alternate: The sum to be added to or deducted from the base Bid if the change in scope of work as described in Alternates is accepted by the District.

Approved: Approved by the District or the District’s authorized representative unless otherwise indicated in the Contract Documents.

Architect: The person or firm holding a valid license to practice architecture or engineering which has been designated (if any designated) to provide architectural or engineering design services on this Project. When Architect is referred to within the Contract Documents and no architect or engineer has in fact been designated, then the matter shall be referred to the District Director of Maintenance and Operations.

As Directed: As directed by the District or its Architect, unless otherwise indicated in the Contract Documents.

As Selected: As selected by the District or its Architect, unless otherwise indicated in the Contract Documents.

Bid: The properly completed and signed proposal to perform the construction work for the Project as described in the Contract Documents.

Construction Manager: The individual or entity named as such by the District. If no Construction Manager is designated for the project, all references to the Construction
Manager in these Contract Documents shall mean the District and/or its designee or designees.

**Contract:** The legally binding agreement between the District and the Contractor wherein the Contractor agrees to furnish the labor, materials, equipment, plant and appurtenances required to perform the work described in the Contract Documents and the District agrees to pay the Contractor for such work.

**Contract Documents:** The Contract Documents are described in the Contract for this Project.

**Contractor:** The person or entity holding a valid license in the State of California required for performing this Project and who has contracted with the District to perform the construction work described in the Contract Documents. The term Contractor shall be construed to mean all of the officers, employees, Subcontractors, suppliers, or other persons engaged by the Contractor upon the work of this Project.

**District:** The District, its Governing Board, authorized officers and employees, and authorized representatives.

**DSA:** The State of California Division of the State Architect which has the authority to review, approve and inspect the design, alteration and construction of school buildings.

**Final Completion:** Final Completion is achieved when the Contractor has fully completed all Contract Document requirements, including, but not limited to, all final punch list items, to the District’s satisfaction.

**Furnish:** Purchase and deliver to site of installation.

**Governing Board:** The Governing Board of the District.

**Indicated or As Shown:** Shown on drawings and/or as specified.

**Inspector:** The person engaged by the District to conduct the inspections required by the Education Code and Title 24.

**Install:** Fix in place, for materials; and fix in place and connect, for equipment.

**Modification:** An authorized change to the Contract Documents, which may or may not include a change in contract price and/or time.

**Project:** The total construction work and activities described in these Contract Documents.

**Secure:** Obtain.
Subcontractor: A person, firm, or corporation, duly licensed by the State of California, who has a contract with the Contractor to furnish labor, materials and equipment, and/or to install materials and equipment for work in this Contract.

2. ARCHITECT

The Architect is responsible for the overall design of the Project. The working drawings, technical Specifications, sketches and other information necessary to define the work covered by these Contract Documents have been prepared by the Architect.

3. CONTRACT DOCUMENTS

a. Contents and Precedence

The Contract Documents consist of the executed Contract and all Addenda, all approved change orders, the completed Bid Form, the required Bonds and the Insurance forms, the Notice Inviting Bids, the Instructions to Bidders, the Notice of Award, the Notice to Proceed, the General Conditions, any supplemental Conditions, the Technical Specifications, the Drawings and the completed Bidder’s Questionnaire. The Contract Documents are complimentary, and anything required by one shall be as binding as if required by all. In case of conflicts within the Contract Documents, the order of precedence of interpretation shall be as listed above, with the executed Contract and any change order thereto having priority, and subsequent Addenda having priority over prior Addenda only to the extent modified by the subsequent Addenda. In case of conflict within the drawings, larger scale drawings shall govern smaller scale drawings, and written dimensions shall govern over scaled dimensions.

b. Ambiguities, Errors, and Inconsistencies

If, in the opinion of the Contractor, the construction details indicated on the drawings or otherwise specified are in conflict with accepted industry standards for quality construction and therefore might interfere with its full guarantee of the work involved, the Contractor shall promptly bring this information to the attention of the Architect for appropriate action before submittal of the bid. Contractor’s failure to request clarification or interpretation of an apparent ambiguity, error or inconsistency waives that Contractor’s right to thereafter claim any entitlement to additional compensation based upon an ambiguity, inconsistency, or error, which should have been discovered by a reasonably prudent Contractor, subject to the limitations of Public Contract Code §1104. During the Project, should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Contract Documents, the matter shall be promptly referred to the Architect, who will issue instructions or corrections.
c. **Lines and Planes**

All lines and planes appearing on Contract drawings to be horizontal or vertical and not explicitly indicated otherwise shall be constructed true and plumb. All lines and planes appearing on Contract drawings to intersect at right angles and not explicitly indicated otherwise shall be constructed at true right angles. Where details are indicated covering specific conditions, such details also apply to all similar conditions not specifically indicated.

d. **Standards**

The specification standards of the various sections of the Specifications shall be the procedural, performance, and material standards of the applicable association publications identified and shall be the required level of installation, materials, workmanship, and performance for the applicable work. Except where a specific date of issue is mentioned, hereinafter, references to specification standards shall mean the edition, including amendments and supplements in effect on the date of the Notice Inviting Bids. Where no standard is identified and a manufacturer is specified, the manufacturer's Specifications are the standards. All standards shall be subordinate to the requirements of the applicable codes and regulations.

e. **Reference to the Singular**

Wherever in the Specifications an article, device or piece of equipment is referred to in the singular number; such reference shall include as many such items as are shown on drawings or required to complete the installation.

4. **INTENT OF DRAWINGS AND SPECIFICATIONS**

a. Drawings and Specifications are to be read as an integrated document. The Contractor shall promptly report to the District any ambiguities, discrepancies, or errors which come to the Contractor’s attention.

b. Figured dimensions shall be followed in preference to scaled dimensions, and the Contractor shall make all additional measurements necessary for the work and shall be responsible for their accuracy. Before ordering any material or doing any work, each Contractor shall verify all measurements at the Project site and shall be responsible for the correctness of same.

c. It is the intent of the drawings and Specifications to show and describe complete installations. Items shown but not specified, or specified but not shown, shall be included unless specifically omitted.
1) The Specifications shall be deemed to include and require everything necessary and reasonably incidental to the completion of all work described and indicated on the drawings, whether particularly mentioned or shown, or not.

5. TRADE DIVISIONS

Segregation of the Specifications into the designated trade divisions is only for the purpose of facilitating descriptions and shall not be considered as limiting the work of any subcontract or trade. Subject to other necessary provisions set forth in these Specifications, the terms and conditions of such limitations or inclusions shall lie solely between the Contractor and its Subcontractors. "Scope" as indicated in each section of the Specifications shall serve only as a general guide to what is included in that section. Neither the stated description nor the division of the plans and Specifications to various sections, which is done solely for convenience, shall be deemed to limit the work required, divide or indicate it by labor jurisdiction or trade practice, or set up any bidding barriers to the various sub-contractors or suppliers.

a. The Contractor shall be responsible for the proper execution of all work required by the Contract Documents and for allocating such portions as the Contractor sees fit to the various Subcontractors, subject to applicable law. The Contractor is cautioned that the various individual sections may not contain all work that the Contractor may wish to allocate to a particular Subcontractor or everything bearing on the work of a particular trade, some of which may appear in other portions of the plans or Specifications.

b. If the Contractor elects to enter into any subcontract for any section of the work the Contractor assumes all responsibility for ascertaining that the Subcontractor for the work is competent, licensed, solvent, thoroughly acquainted with all conditions and legal requirements of the work, has included all materials and appurtenances in connection therewith in the subcontract, and has performed its work in strict compliance with the Contract Documents.

c. It shall be the responsibility of the Contractor to notify each prospective Subcontractor at the time of request for bids of all portions of the Contract Documents, including the General Conditions, Supplementary Conditions and any parts of other sections of Specifications or plans that the Contractor intends to include as part of the subcontract.

6. MASTER MANDATORY PROVISIONS

a. Any material, item, or piece of equipment mentioned, listed or indicated without definition of quality, shall be consistent with the quality of adjacent or related materials, items, or pieces of equipment on the Project and in accordance with best practices.
b. Any method of installation, finish, or workmanship of an operation called for, without definition of standard of workmanship, shall be followed or performed and finished in accordance with good practice and consistent with adjacent or related installations on the Project.

c. Any necessary material, item, piece of equipment or operation not called for but reasonably implied as necessary for proper completion of the work, shall be furnished, installed or performed and finished; and shall be consistent with adjacent or related materials, items, or pieces of equipment on the Project, and in accordance with best practices.

d. Names or numbered products are to be used according to the manufacturers' directions or recommendations unless otherwise specified.

7. CONTRACTOR

a. The Contractor shall perform all the work and activities required by the Contract Documents and furnish all labor, materials, equipment, tools and appurtenances necessary to perform the work and complete it to the District’s satisfaction within the time specified. The Contractor shall at all times perform the work of this Contract in a competent and workmanlike manner and, if not specifically stated, accomplish the work according to the best standards of construction practice. The Contractor in no way is relieved of any responsibility by the activities of the architect, engineer, inspector or DSA in the performance of such duties.

b. The Contractor shall employ a full-time competent superintendent and necessary assistants who shall have complete authority to act for the Contractor on all matters pertaining to the work. The superintendent shall be satisfactory to the District and, if not satisfactory, shall be replaced by the Contractor with one that is acceptable. Also, the superintendent shall not be changed without the written consent of the District unless the superintendent ceases to be employed by the Contractor.

c. Contractor shall make the layout of lines and elevations and shall be responsible for the accuracy of both the Contractor’s and the Subcontractors' work resulting therefrom. All dimensions affecting proper fabrication and installation of all Contract work must be verified by the Contractor prior to fabrication and installation by taking field measurements of the true conditions. The Contractor shall take, and assist Subcontractors in taking, all field dimensions required in performance of the work, and shall verify all dimensions and conditions on the site. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the work, the Contractor shall promptly bring such discrepancies to the attention of the Architect for adjustment before proceeding with the work. Contractor shall be responsible for the proper fitting of all work and
for the coordination of all trades, Subcontractors and persons engaged upon this Contract.

d. Contractor shall do all cutting, fitting, or patching of Contractor’s work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors as shown, or reasonably implied by, the drawings and Specifications for the completed work. Any cost incurred by the District due to defective or ill-timed work shall be borne by the Contractor.

8. RESPONSIBILITY OF CONTRACTOR

a. Contractor shall be held strictly responsible for the proper performance of all work covered by the Contract Documents, including the work performed by Subcontractors. All work performed under this Contract shall comply in every respect to the rules and regulations of all agencies having jurisdiction over the Project or any part thereof.

b. Contractor shall submit Verified Reports as defined in §§4-336 and 4-343 (c), Group 1, Chapter 4, Part I, Title 24, California Code of Regulations (“CCR”). The duties of the Contractor are as defined in §4-343, Group 1, Chapter 4, Part I, Title 24, of the CCR. Contractor shall keep and make available a copy of Title 24 of the CCR at the job site at all times.

c. Where, because of short supply, any items of fabricated materials and/or equipment, indicated on drawings or specified, are unobtainable and it becomes necessary, with the consent of the District, to substitute equivalent items differing in details or design, the Contractor shall submit complete drawings and details indicating the necessary modifications of the work. This provision shall be governed by the terms of the General Conditions regarding Submittals: Shop Drawings, Cuts and Samples.

d. With respect to work performed at and near a school site, Contractor shall at all times take all appropriate measures to ensure the security and safety of students and staff, including, but not limited to, ensuring that all of Contractor’s employees, Subcontractors, and suppliers entering school property strictly adhere to all applicable District policies and procedures, e.g., sign-in requirements, visitor badges, and access limitations.

9. SUBCONTRACTORS

a. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the District. The District shall be deemed to be the third party beneficiary of the contract between the Contractor and each Subcontractor. If the Contractor does not specify a Subcontractor for any portion of the work to be performed under this Contract, as required by law,
Contractor shall perform that portion of the work with its own forces. The Contractor shall not substitute any other person or firm as a Subcontractor for those listed in the bid submitted by the Contractor, without the written approval of the District and in conformance with the requirements of the Public Contract Code. The District reserves the right of approval of all Subcontractors proposed for use on this Project, and to this end, may require financial, performance, and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another firm of the same trade for approval.

b. The Contractor shall insert appropriate provisions in all subcontracts pertaining to work on this Project requiring the Subcontractors to be bound by all applicable terms of the Contract Documents. The Contractor shall be as fully responsible for the acts and omissions of the Subcontractors, and of persons either directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

10. PERFORMANCE AND PAYMENT BONDS

a. As directed in the Notice of Award, the Contractor shall file with the District the following bonds, using the bond forms provided with these Contract Documents:

1) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the faithful performance of the Contract.

2) A corporate surety bond, in a sum not less than 100 percent of the amount of the Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Contract.

b. Corporate sureties on these bonds and on bonds accompanying bids must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. All sureties and bond forms must be satisfactory to the District. Failure to submit the required bonds within the time specified by the Notice of Award, using the forms provided by the District, may result in cancellation of the award of Contract and forfeiture of the Bid Bond.

c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Contractor's proposal for the performance of the required work.

d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable, in the opinion of the District, to pay promptly the amount of such bonds to the extent to which surety might be liable, the Contractor, within thirty (30) days after notice given by the District to the Contractor, shall
provide supplemental bonds or otherwise substitute another and sufficient surety approved by the District in place of the surety becoming insolvent or unable to pay. If the Contractor fails within such thirty (30) day period to substitute another and sufficient surety, the Contractor shall, if the District so elects, be deemed to be in default in the performance of its obligations hereunder and upon the bid bond, and the District, in addition to any and all other remedies, may terminate the Contract or bring any proper suit or other proceedings against the Contractor and the sureties or any of them, or may deduct from any monies then due or which thereafter may become due the Contractor under the Contract, the amount for which the surety, insolvent or unable to pay, shall have been liable on the bonds, and the monies so deducted shall be held by the District as collateral security for the performance of the conditions of the bonds.

11. INSURANCE

a. Contractor shall obtain the following insurance from a company or companies acceptable to District. All required insurance must be written by a company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VIII rating as listed in Best's Insurance Guides' latest edition. On a case-by-case basis, District may accept insurance written on a company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("LESLI List") with a rating of A VIII or above as listed in Best’s Insurance Guides’ latest edition. Required documentation of such insurance shall be furnished to the District at the time stated in the Notice of Award. Contractor shall not commence work nor shall it allow its employees or Subcontractors or anyone to commence work until all insurance required hereunder has been submitted and approved and a notice to proceed has been issued.

b. Contractor shall take out and maintain at all times during the life of this Contract, up to the date of acceptance of the work by the District, the following policies of insurance:

1) Public Liability Insurance: Personal injury and replacement value property damage insurance for all activities of the Contractor and its Subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than $2,000,000 combined single limit personal injury and property damage for each occurrence, and a general aggregate limit which applies either separately or specifically to this Contract and is twice the required occurrence limit, i.e., $4,000,000.
2) **Builders’ Risk Insurance:** Contractor shall procure and maintain builders’ risk insurance (all-risk coverage) for an amount equal to one hundred percent (100%) of the Contract sum for the benefit of the District, and the Contractor and Subcontractors as their interest may appear. In projects involving no structural change or building construction, this requirement may be waived in writing at the District’s sole option.

These policies shall include the following coverage:

1) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage’s afforded shall apply as though separate policies have been issued to each insured.

2) This policy does not exclude explosion, collapse, underground excavation hazard, or removal of lateral support.

c. **Endorsements:**

1) The Public Liability Policy specified above shall be endorsed with the following specific language:

“The Marin Community College District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for bodily injuries, death or property damage or destruction arising in any respect directly or indirectly in the performance of the Contract.”

2) The certificates must state that the insurance is under an occurrence based, and not a claims-made, policy (policies). Both the Public Liability Policy and the Builders’ Risk Policy specified above shall be endorsed with the following specific language:

i. The insurance provided herein is primary and no insurance held or owned by the District shall be called upon to contribute to a loss.

ii. Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the District by certified mail.

d. **Documentation:**

Within ten (10) days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to District for approval prior to issuance of the Notice to Proceed: signed certificates of insurance showing
the limits of insurance provided and copies of specific endorsements for each policy. Certified copies of all policies shall be provided to the District upon request. If Contractor fails to submit the required documentation for all coverage required by this Contract within ten (10) calendar days following the issuance of the Notice of Award, the District may acting in its sole discretion, rescind the Notice of Award and the Contract, and the Contractor shall forfeit its bid security.

e. If the Contractor fails to maintain such insurance, the District may take out such insurance to cover any damages for which the District might be held liable on account of the Contractor's failure to pay such damages, and deduct and retain the amount of the premiums from any sums due the Contractor under the Contract.

f. **Workers' Compensation Insurance:**

1) Within ten (10) days following issuance of the Notice of Award of the Contract, the Contractor shall furnish to the District satisfactory proof that the Contractor and all Subcontractors it intends to employ, have procured, for the period covered by the proposed Contract, full Workers’ Compensation insurance and employer's liability with limits of at least $1,000,000 with an insurance carrier satisfactory to the District for all persons whom they may employ in carrying out the work contemplated under this Contract in accordance with the Workers’ Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the “Act”). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Contractor is self-insured, Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations Administration of Self-Insurance, Sacramento, California.

2) If the Contractor fails to maintain such insurance, the District may take out compensation insurance to cover any compensation which the District might be liable to pay under the provisions of the Act, by reason of any employee of the Contractor being injured or killed, and deduct and retain the amount of the premiums for such insurance from any sums due the Contractor under the Contract, or otherwise recover that amount from the Contractor or the Surety.

3) If an injury occurs to any employee of the Contractor for which the employee, or the employee’s dependents in the event of the employee’s death, is entitled to compensation from the District under the provisions of the Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under this Contract, an amount sufficient to cover such compensation, as fixed by the Act, until such compensation is paid, or until it is determined that no compensation is due, and if the District is compelled to pay such compensation, it will deduct
and retain from such sums the amount so paid, or otherwise recover this sum from the Contractor or its Surety.

4) The policies represented by the certificates must contain the provision (and the certificates must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the District by certified mail.

12. CODES AND REGULATIONS

a. The Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations or orders of properly constituted authority having jurisdiction over the work of this Project. The Contractor shall examine the Contract Documents for compliance with these codes and regulations, and shall promptly notify the Architect of any discrepancies.

b. All work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety, and the applicable State laws and/or regulations. Nothing in the Project plans or Specifications is to be construed to permit work not conforming to the applicable Codes. Buildings and/or all other construction covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect, and as may be required by federal or state law.

c. If the work under this Contract is for the construction of a school building as defined by the Education Code, then the following provisions shall apply to the Contract:

1) All work shall be executed in accordance with the current requirements of the Education Code and California Code of Regulations: Title 24 and Title 19. No deviations from the DSA approved plans and Specifications will be permitted except upon a Change Order or Addenda, signed by the District and Architect and approved by the Division of the State Architect and the State Fire Marshal, if applicable.

2) The Division of State Architect shall be notified 48 hours in advance of the first pour of concrete.

13. PERMITS AND TAXES

a. The Contractor shall obtain and pay for all permits, fees and licenses that are required in order to perform the work under this Contract. The District shall pay connection charges and meter costs for new permanent utilities required by these Contract Documents. The Contractor shall notify District sufficiently in advance to
submit requests for service to the appropriate utility companies so as to insure connections or installation of utility services in accordance with the Project schedule.

b. The Contractor shall pay for all taxes on materials and equipment. The District is exempt from Federal Excise Tax. Contractor shall not pay Federal Excise Tax on any item in this Contract.

14. PATENTS AND ROYALTIES

All fees or claims for patents, royalties or licenses on materials, equipment or processes used in the performance of work on this Project shall be included in the amount of the Bid. The Contractor shall indemnify, defend, and hold harmless the District, its Governing Board, the Architect, and their officers and employees, from all claims or liability, including costs and expenses, which may arise from the use on this Project of any patented or copyrighted materials, equipment, or processes.

15. SAFETY AND FIRE PREVENTION

a. The Contractor, Subcontractors and all of their agents and employees shall fully comply with all of the provisions and requirements of CAL/OSHA, Title 8, California Code of Regulations and all other safety codes applicable to the Project. The Contractor shall take thorough precautions at all times for the protection of persons and property, and shall be liable for all damages to persons or property, either on or off the site, which occur as a result of Contractor’s prosecution of the work. The Contractor shall obtain permits for, install and maintain in safe condition barricades, walkways, fences, railings, and whatever other safeguards that may be necessary to protect persons and property from damage as a result of the construction under this Contract.

b. Contractor is required to ensure Material Safety Data Sheets (“MSDS”) are available in a readily accessible place at the work site for any material requiring a MSDS pursuant to the federal "Hazard Communication" standard or employee "right to know" laws. Contractor is also required to ensure proper labeling on materials brought on the job site such that any person working with the material or within the general area of the material is informed of the hazards of the material and follows proper handling and protections procedures. A copy of the MSDS shall also be submitted directly to the District.

c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering the work and shall not cut or alter the work of any other Contractor except with the written consent of the Architect, nor overload any new or existing structures by the placing or storage of materials, equipment, or other items thereon, and if necessary, shall provide calculations proving the safety in so doing.
If it is necessary to work at night, or where daylight is obscured, the Contractor shall provide and maintain lighting of adequate level to properly prosecute the work, to permit the thorough inspection of same, and to ensure the safety of workers and others.

e. Contractor shall take extraordinary care to prevent fires and keep all flammable materials and oily rags in tightly closed metal containers. Contractor shall exercise particular care when welding or cutting, and with regard to the disposition of waste materials, the nature and quantity of which might create or increase a fire hazard.

16. **HAZARDOUS MATERIALS**

This Contract includes the removal, handling, or disturbance of any hazardous substances or materials encountered with new construction or on the Project grounds. When such substances or materials are encountered, the Contractor shall take appropriate action for removal or otherwise abating the condition in accordance with current regulations applicable to the law.

a. **General**

1) No asbestos, asbestos-containing products or other hazardous materials shall be used in this construction or in any tools, devices, clothing or equipment used to further this construction.

2) Asbestos and/or asbestos containing products shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremo-lite or actinolite.

3) 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 contains asbestos shall be settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

5) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work shall be removed by the Contractor at no additional cost to the District.

b. **Decontamination and Removal of hazardous material from prior work**

1) Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the
supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (“EPA”).

2) The asbestos removal contractor shall be an EPA-accredited contractor qualified in the removal of asbestos subject to the approval of the District.

3) The asbestos consultant shall be chosen and approved by the District, which shall have sole discretion and final determination in this matter.

4) The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

c. Hold Harmless

1) Interface of work under this Contract with work containing asbestos shall be executed by the Contractor at Contractor’s risk and at Contractor’s discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of this Contract the Contractor acknowledges the above and agrees to hold harmless, as set forth in the indemnity provisions of this Contract, the District, its employees, agents and assigns for all asbestos liability which may be associated with this work and agrees to instruct Contractor’s employees with respect to the above mentioned standards, hazards, risks and liabilities.

2) The Contractor shall, prior to commencement of this work, provide a duly signed and notarized affidavit that Contractor has instructed Contractor’s employees and agents with respect to the above mentioned standards, hazards, risks and liabilities and the contents and requirements of this portion of the Contract Documents.

d. Certification

The Contractor agrees that materials containing asbestos or other hazardous materials as defined in Federal and State law shall not be used in construction.

17. TEMPORARY FACILITIES

a. The Contractor shall obtain permits for, install and maintain in safe condition all scaffolds, hoisting equipment, barricades, walkways, or other temporary structures that may be required to accomplish the work. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable codes and regulations.
b. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing, drying or warming spaces as may be required for the installation of materials or finishes. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the Project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to avoid interruption of service or work.

c. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or on completion of the Project. The Contractor shall repair any damage to premises or property which resulted from the construction, use, or removal of temporary facilities and shall restore said premises and property to their original condition.

d. See Supplementary General Conditions and/or specifications for requirements concerning temporary sanitary facilities and utilities.

18. SIGNS

No signs may be displayed on or about the District's property (except those which may be required by law) without the District's prior written approval of size, content and location. Any signs required by the District will be designated in the Supplementary General Conditions.

19. TIME

a. The Contractor shall commence the work on the date indicated in the Notice to Proceed. Time is of the essence regarding the Contract work, and the Contractor shall prosecute the work diligently and regularly at such a rate of progress to ensure completion of this Project within, or sooner than, the time specified.

b. The Contractors and Subcontractors shall investigate and become aware of the amount of time required for the delivery of all equipment and materials required to perform the work under this Contract, and no extension of time shall be granted due to failure to order the equipment and materials sufficiently before their incorporation into the work so as to avoid delay to the Project.

c. The Contractors and Subcontractors shall provide and maintain enough manpower, materials and equipment to ensure a rate of construction progress that will complete the Project within or sooner than the time specified and according to the schedule of work. If, in the District’s opinion, the Contractor and/or Subcontractors are not prosecuting the work at a sufficient rate of progress to meet the Project schedule, the District may direct the Contractor to provide additional manpower, materials or equipment, or to work additional hours, holidays or weekends without
additional cost to the District until the work is progressing in a manner satisfactory to the District. Failure to prosecute the work in a timely manner and according to the Project schedule is considered a breach of Contract shall be cause for termination of the Contract.

20. CONSTRUCTION SCHEDULE

a. Within fifteen (15) calendar days after the Award of Contract, the Contractor shall prepare and submit to the Architect and District an as-planned construction schedule showing in detail how the Contractor plans to prosecute the work within the time set for Final Completion. The schedule shall include the work of all trades necessary for construction of the Project, and shall be sufficiently complete and comprehensive to enable progress to be monitored on a day-by-day basis. The information for each activity shall include at a minimum the activity description, duration, start date and completion date.

b. The Contractor shall take care in the preparation of the schedule to ensure that it represents an accurate and efficient plan for accomplishing the work. If the Project is more than one week behind schedule, it must be promptly revised showing how the Contractor plans to complete the work, but in no case shall it show a completion date later than that required by the Contract, unless a time extension has been granted. The current schedule shall be kept posted in the Contractor's project office on site.

c. The Contractor shall be responsible for the coordination of all work necessary and pertaining to the construction whether actually a part of this Contract or attendant thereto. The Contractor shall notify the District and various utility companies, as far as possible in advance of their required work, in order that work schedules may be developed for all concerned, which will permit the most effective accomplishment of the entire Project.

21. DELAYS AND TIME EXTENSIONS

a. The Contractor may be granted a time extension if the Contractor encounters an unavoidable delay of the work due to causes completely beyond the Contractor’s control and which the Contractor could not have avoided by the exercise of reasonable care, prudence, foresight and diligence. Causes for which a claim for extension of time may be made include: acts of the public enemy, acts of another contractor in the performance of another contract with the District, priority of a governmental agency for materials or equipment, fire, flood, violent wind storm, epidemic, quarantine restriction, strike, freight embargo, or weather of an unusually severe nature. The Contractor will not be granted time extensions for weather conditions which are normal for the location of the Project, according to the U. S. Weather Bureau Records.
b. A request for extension of time and compensation related thereto shall be made in writing to the Architect and District within ten (10) calendar days of the date the delay is encountered, or shall be deemed waived. The request shall include a detailed description of the reasons for the delay and corrective measures by the Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional time period. In order for the Architect to consider a request for time extension, the Contractor must prove that the reasons stated for a delay actually caused a delay in portions of the work which will result in completion beyond the date specified in the Contract. The Contractor may be granted a time extension for a significant change in the scope of work which request for extension of time shall be included in a Contract modification proposal.

c. No damages or compensation or any kind shall be paid to a Contractor because of delays in the progress of work, whether such delays be avoidable or unavoidable, that are not the responsibility of District. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the Contract was awarded. The Contractor shall provide to the District the actual substantiated costs to Contractor for which the Contractor may claim damages from District. Such costs, if any, shall be directly related to the Project, and shall not include costs that would be borne by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Contractor or Subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces or equipment.

d. The granting of an extension of time because of unavoidable delays shall in no way operate as a waiver on the part of the District of the right to collect liquidated damages for other delays or of any other rights to which the District is entitled.

22. LIQUIDATED DAMAGES

a. Should the Contractor fail to achieve Final Completion of this Contract within the time fixed for Final Completion, together with extensions granted by the District for unavoidable delays, Contractor shall become liable to the District in the amount specified in the Contract per calendar day for each day the Contract remains uncompleted beyond the time for Final Completion, as liquidated damages and not as a penalty. Contractor may also be assessed liquidated damages for failure to meet milestones specified in the Contract Documents, regardless of impact on overall Project completion. Contractor shall not be charged with liquidated damages when the delay in completion of the work beyond the time for Final
Completion is due to acts of the District. It is expressly stipulated and agreed by Contractor and District that it would be impractical and extremely difficult to fix the actual amount of damages.

b. Any money due or to become due the Contractor may be retained to cover liquidated damages. Should such money not be sufficient to cover said liquidated damages, the District shall have the right to recover the balance from the Contractor or Contractor’s sureties.

c. Should the District authorize suspension of the work for any cause, the time work is suspended will be added to the time for completion. Suspension of the work by the District shall not be a waiver of the right to claim liquidated damages as set forth in this section.

d. The assessment of Liquidated Damages does not otherwise limit the right of the District to claim a loss or damages incurred by the District for reasons other than delay (e.g. damages due to defective work).

23. DISTRICT’S RIGHT TO STOP WORK; TERMINATION OF SUSPENSION OF THE CONTRACT

a. District’s Right to Stop Work:

In addition to or as an alternative to any and all other remedies available to the District, if the Contractor fails to correct work which is not performed in accordance with the Contract Documents, or if the Contractor persistently fails to perform the work in accordance with the Contract Documents, the District may by written order direct the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated to the satisfaction of the District. However, the right of the District to stop the work shall not give rise to a duty on the part of the District to exercise this right for the benefit of the Contractor or any other person or entity, and the failure of the District to do so shall not be raised as a defense to the Contractor’s failure to perform the work in accordance with the Contract Documents.

b. Termination for Cause:

1) If the Contractor refuses or fails to furnish sufficient materials, work force, equipment, and appurtenances to properly prosecute the work in a timely manner, or if Contractor refuses or fails to comply with any provisions of the Contract Documents, or if Contractor should file a bankruptcy petition or make a general assignment for the benefit of Contractor’s creditors or if a receiver should be appointed on account of Contractor’s insolvency, then the District may give the Contractor and Contractor’s Surety written notice of intention to terminate the Contract. Unless within seven (7) calendar days after the serving of such notice upon the Contractor and Contractor’s
Surety such violation shall cease and arrangements for correction of such conditions shall be made satisfactory to the District, the Contract shall cease and terminate. In the event of such termination, the District shall immediately serve written notice thereof upon the Contractor and Contractor’s Surety.

2) In the event of termination for cause, in addition to all remedies available to the District, the Contractor’s Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance within five (5) calendar days from the date issuance of such notice of termination, the District may take over the work and prosecute the same to completion by letting another Contract, or by any other method that the District deems advisable. The Contractor and Contractor’s Surety shall be liable for any excess cost occasioned the District thereby, and in any such event the District may take possession of such materials, equipment, and other property belonging to the Contractor as may be on the site and use same in completing the work.

c. Termination of Suspension for Convenience:

The District reserves the right, in its sole discretion, to terminate or suspend all or part of the Contract for convenience, following three (3) days written notice to the Contractor. In the event of termination or suspension for convenience, Contractor shall have no claims against the District, except:

1) The actual cost of labor, materials and services provided pursuant to the Contract, and which have not yet been paid for, as documented by timesheets, invoices, receipts and the like; and

2) Five percent (5%) of the total cost of the work performed as of the date of notice of termination or five percent (5%) of the value of the work yet to be completed, whichever is less. The parties agree that this amount shall constitute full and fair compensation for all Contractor's lost profits and other damages resulting from the termination of suspension for convenience.

24. ASSIGNMENT OF CONTRACT

The Contractor may not assign or delegate all or any portion of this Contract without the written consent of the District and no such consent shall be given which would relieve the Contractor or its Surety of their responsibilities under the Contract. The Contractor may assign, without liability to the District, monies due the Contractor under the Contract to banks, trust companies or other financial institutions provided written notice thereof is promptly delivered to the District. Assignment of monies earned by the Contractor shall be
subject to the same retention as other payments made to Contractor, and shall also be subject to setoffs and back charges as provided by this Contract.

25. **COORDINATION WITH OTHER CONTRACTS**

a. The District reserves the right to do other work or award other contracts in connection with this Project. By entering into this Contract, Contractor acknowledges that there may be other contractors on or adjacent to the Project site whose work must be coordinated with that of its own. Contractor expressly warrants and agrees that it will cooperate with other contractors and will do nothing to delay, hinder, or interface with the work of other contractors, or that of the District. Contractor also expressly agrees that in the event its work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be direct action against the separate contractor. To the extent allowed by law, the Contractor expressly waives any remedy against the District on account of delay, hindrance, interference or other such events caused by a separate contractor.

b. If any part of this Contractor’s work depends upon the work of a separate contractor, Contractor shall inspect such other work and promptly report in writing to the District any defects in such other work that render it unsuitable to receive the work of Contractor. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor’s work, except as to defects which the Contractor could not have detected through the reasonable inspection of the other contractor’s work prior to execution of Contractor’s work.

c. If Contractor is aware of a current or potential conflict between Contractor’s work and the work of another contractor on the site, and is unable to informally resolve the conflict directly with the contractor, Contract shall promptly provide written notice to the District and the other contractor, specifying the nature of the conflict, the date upon which the conflict arose, and the steps taken to attempt to resolve the conflict.

d. If, through Contractor’s negligence, any other contractor or subcontractor shall suffer loss or damage to the work, Contractor shall make reasonable effort to settle with such other contractor and subcontractor by agreement or arbitration. If such other contractor or subcontractor shall assert any claim against the District, on account of any damage alleged to have been so sustained, the District shall notify the Contractor, who shall defend such proceedings at Contractor’s own expense and save harmless and indemnify the District any such claim.

26. **SUBMITTALS: SHOP DRAWINGS, CUTS AND SAMPLES**

a. Two copies (2) of shop drawings, specified by the District shall be submitted to the District for all items for which they are required by the plans and Specifications.
Prior to transmittal, the Contractor shall examine all submittals for accuracy and completeness in order to verify their suitability for the work and compliance with the Contract Documents and shall sign and date each submittal. Submittals shall be made sufficiently before the items are required for the work so as to cause no delay and shall be in accordance with the Project construction schedule.

b. In addition to information furnished as common practice, submittals shall contain the Project name and location, Contractor’s name and address, Subcontractor’s or supplier’s name and address, date of submittal and any revisions, and reference to appropriate specification section, and/or drawing and detail numbers. The Contractor and/or the Subcontractors shall verify in the field all dimensions and relationships to adjacent work necessary to ensure the proper fit of the items submitted. If necessary, the Contractor make any corrections required and resubmit with all due haste in the same number as initially required.

c. Review of submittals, shop drawings, cuts or samples by the District shall not relieve the Contractor from complying with the requirements of the Contract Documents.

d. Any materials or equipment installed without approval shall be at the Contractor’s own risk, and Contractor may be required to remove any such materials or equipment and install the specified items at Contractor’s own cost, including repairs to adjacent work.

27. **PAYMENTS**

a. **Cost Breakdown:**

   Prior to submitting Contractor’s first request for payment, the Contractor shall prepare and submit to the District a cost breakdown (schedule of values) showing the major work items for each trade or operation required in construction of the Project. The work items shall be sufficiently detailed to enable the District to accurately evaluate the completion percentages requested by the Contractor. The cost for each work item shall include overhead and profit. The total of all work item costs shall equal the amount of the Contract.

b. **Scope of Payment:**

   Payment to the Contractor at the unit price or other price fixed in the Contract for performing the work required under any item or at the lump sum price fixed in the Contract for performing all the work required under the Contract, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the work, and for performing and completing, in accordance with the Specifications, all work required under the item or under the Contract, and for all
expense incurred by the Contractor for any purpose in connection with the performance and completion of said work.

c.  **Progress Payments:**

The Contractor will, on or about the last day of each month, make an estimate of the value of the work completed by Contractor in the performance of the Contract. These estimates shall be subject to the review and approval of the District. The first such estimate will be of the value of the work completed after the Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the work completed since the immediately preceding estimate. Such estimates will be based on labor, materials and equipment incorporated into the work, and items of materials and equipment delivered to the Project. The Contractor shall be responsible for the security and protection of such materials and equipment delivered to the Project and not incorporated in the work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the District will pay to the Contractor an amount equal to ninety (90) percent of said approved estimate. Payments may at any time be withheld if in the judgment of the District the work is not proceeding in accordance with the Contract Documents, he Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the District has incurred costs or requests reasonable financial assurances regarding defective work by the Contractor.

d.  **Final Payment:**

Within thirty (30) days after all required work is full completed in accordance with the Contract Documents, the Contractor shall submit a final invoice for the total value of the work completed in accordance with the Contract, which shall be subject to review and approval by the District. As required by law, District shall pay Contractor the unpaid balance of the Contract price of the work, or the whole Contract price of the work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, amounts retained as liquidated damages, for stop notices, for third-party claims for which the Contractor is required to indemnify the District, for defective work and costs incurred by the District in connection therewith, or for other such claims and damages attributable to the Contractor ("Final Payment"). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the District of any unresolved claim. Contractor’s acceptance of the Final Payment shall operate as a full and final release to the District and its agents from any and all unasserted claims Contractor has, or may have, related to this contract.

e.  **Payments Do Not Imply Acceptance of Work:**
The granting of any progress payment or payments by the District or the receipt thereof by the Contractor, shall not constitute acceptance of the work or of any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory work or material, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.

f. **Retention of Sums Charged Against Contractor:**

It is mutually understood and agreed that when under any provision of this Contract the District shall charge any sums of money against the Contractor, the amount of such charge shall be deducted and retained by the District from the amount of the next succeeding progress estimate, or from any other monies due or that may become due the Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Contractor are found insufficient to cover the District’s charges against the Contractor, the District shall have the right to recover the balance from the Contractor or the Contractor’s Sureties.

g. **Release:**

The Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the District, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, its officers, agents and employees of and from liabilities, obligations and claims arising under this Contract.

h. **Payment to Subcontractors and Suppliers:**

The Contractor shall pay each Subcontractor and supplier promptly on receipt of each progress payment from the District for the materials, labor and equipment delivered to the site or incorporated in the work by each Subcontractor during the period for which the progress payment is made, less any retention as provided above.

i. **Stop Notice Costs:**

District reserves the right to charge Contractor or Surety, or to withhold from release of retention all costs incurred by the District, including attorney fees, for processing and handling stop notice claims.
28. MODIFICATIONS OF CONTRACT

a. Changes In The Work:

1) The District, before the date of acceptance of the work, may, without notice to the Sureties, order changes in the work (“Modifications”), may order extra materials and extra work in connection with the performance of the Contract, and the Contractor shall promptly comply with such orders. All Modifications must be approved by DSA and the State Fire Marshall, if applicable, as required by law.

2) If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the Contract shall be increased or decreased by such amount as represents the reasonable and proper allowance for the increase or decrease in the cost of the work in accordance with the provisions of this Article, and any other applicable terms of the Contract, including, but not limited to, the Contractor’s schedule of values and the price for allowances, if any. Except as provided by law, the total cost of all Modifications shall not exceed ten (10) percent of the original Contract price.

3) In the case of a disputed work item, the District may direct the Contractor to perform the disputed work at no additional cost to the District on the grounds that the work is adequately indicated in the Contract Documents, and therefore already included in the Contract price. If the Contractor maintains that the disputed work represents a modification to the Contract, Contractor may submit a claim in accordance with Article 50, Resolution of Construction Claims. Notwithstanding any dispute regarding the requirements of the Contract Documents, Contractor shall promptly and fully comply with the District’s directive. Contractor’s failure to do so shall be deemed a material breach of this Contract, and in addition to all other remedies, District may, in its sole discretion, hire another contractor and/or use its own forces to complete the disputed work at Contractor’s sole expense, and may deduct the cost of such work from the Contract price.

b. Cost Breakdown:

When the Modification is proposed, the Contractor shall furnish a complete breakdown of actual costs of both credits and extras, itemizing materials, labor, taxes, overhead and profit. Subcontract work shall be so indicated. All costs must be fully documented. The following limitations shall apply:

1) Limitations Where Contract Price Changes are Involved:
(a) **Overhead and Profit for the Contractor.** The Contractor's overhead and profit on the cost of subcontracts shall be a sum not exceeding ten percent (10%) of such costs. The Contractor's overhead and profit on the costs of work performed by the Contractor shall be a sum not exceeding fifteen percent (15%) of such costs. Overhead and profit shall not be applied to the cost of taxes and insurance by Contractor or Subcontractors or to credits. No processing or similar fees may be charged by the Contractor in connection with the Modification.

(b) **Bond Premiums.** The actual rate of bond premiums as paid on the total cost (including taxes, etc.) will be allowed, but with no markup for profit and overhead.

(c) **Taxes.** State and city sales taxes should be indicated. Federal excise tax shall not be included. (District will issue exemption on request.)

2) Change Order Certification:

All change orders and requests for proposed change orders shall be deemed to include the following certification by the Contractor:

"The undersigned Contractor approves the foregoing as to the changes in work, if any, and as to the contract price specified for each item and as to the extension of time allowed, if any, for completion of the Project as stated herein, and agrees to furnish all labor, materials, and service and to perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of claims which have no basis in fact or which Contractor knows are false are made at the sole risk of the Contractor and may be a violation of the False Claims Act, as set forth in Government Code §§ 12650 et seq. It is understood that the changes to the Contract Documents set forth herein shall only be effective upon approval by the Governing Board of the District.

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

(c) **Unit Prices, Schedule of Values, or Allowances:**

Where Unit Prices, a Schedule of Values, and/or Allowances are required by the Contract Documents, that pricing shall govern in computing any additions to or deductions from the Contract price on account of any added or omitted work. Unit
Prices listed in the original bid include all costs and no addition of any description will be allowed.

d. **Time and Materials:**

If it is impossible, because of the nature of the work, or for any other reason, to fix an increase in price definitely in advance, the Change Order may fix a maximum price which shall not under any circumstances be exceeded, and subject to such limitation, such alteration, modification or extra shall be paid for at the actual necessary cost as determined by the sum of the following items (1) to (5) inclusive:

1. Labor, including premium on compensation insurance and charge for Social Security taxes, and other taxes pertaining to labor.

2. Material, including sales taxes and other taxes pertaining to materials.

3. Plant and equipment rental, to be agreed upon in writing before the work is begun. No charge for the cost of repairs to plant or equipment will be allowed.

4. Overhead and profit computed at fifteen percent (15%) of the total of Items (1) to (3) inclusive.

5. The proportionate cost of premiums on bonds required by these Specifications, computed at one and one-half percent (1-1/2%) of the total of items (1) to (4) inclusive.

If the Time and Materials work is done by a Subcontractor, the amount shall be determined as set forth above under items (1) to (5) inclusive. The Contractor’s overhead and profit on the costs of subcontracts (exclusive of taxes and insurance) shall not exceed ten percent (10%) of such costs.

The District reserves the right to furnish such materials as it may deem expedient and no allowance will be made for profit thereon. The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material which, in the judgment of the District, may properly be classified under items for which prices are established in the Contract.

e. **Oral Modifications:**

No oral statements of any person whosoever shall in any manner or degree modify or otherwise affect the terms of the Contract.
29. **INDEMNITY**

Contractor shall defend with counsel acceptable to District, indemnify and hold harmless to the full extent permitted by law, the District and its Board of Trustees, officers, agents, Architect, construction manager, employees and volunteers from and against any and all liability, loss, damage, claims, expenses, fines judgments and costs (including, without limitation, attorney’s fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Contractor's performance of the Project or its failure to comply with any of its obligations contained in these Contract Documents, except such Liability caused by the active negligence, sole negligence or willful misconduct of the District. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the project as well as during the progress of the work. Pursuant to California Public Contract Code §9201, District shall timely notify Contractor of receipt of any third-party claim relating to this Project.

30. **WARRANTY OF TITLE**

Contractor warrants that title to all work, materials or equipment included in a request for payment shall pass and transfer to the District whether or not they are installed or incorporated in the Project, free from any claims, liens or encumbrances, when such payment is made to the Contractor. Contractor further warrants that no such work, materials or equipment have been purchased for work under the Contract subject to an agreement by which an interest therein or an encumbrance thereon is retained by the seller or supplier.

31. **USE OF COMPLETED PARTS OF THE WORK BEFORE ACCEPTANCE**

Whenever the work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use the work or a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District of the work or part thereof as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof, including, but not limited to, the right to assess liquidated damages. Such use shall neither relieve the Contractor of any of Contractor’s responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the entire Project, and diligently pursue full completion of the work.

32. **GUARANTEE & WARRANTY**

By signing this Contract, Contractor agrees to the following guarantee and warranty:

**Guarantee & Warranty**

Contractor hereby guarantees and warrants its work on the Project for a period of two (2) years from the date of the filing of Notice of Completion as follows.
Contractor shall promptly repair or replace to the satisfaction of the District any or all work that appears defective in workmanship, equipment and/or materials for whatever reason, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

Contractor agrees to promptly correct and remedy any failure by the Contractor to conform its work, activities and services to the requirements of the Contract Documents.

In the event of the Contractor’s failure to comply with the above-mentioned obligations within ten (10) calendar days of notice, or sooner if required by an emergency, Contractor hereby authorizes the District to have the defects or deficiencies repaired, remedied, corrected and made good at Contractor’s expense, and Contractor shall pay the costs and charges therefore upon demand. The Surety agrees to be responsible for these costs and charges as well.

33. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for each operation and all work the Project, both permanent and temporary. The Contractor shall protect the work and materials from damage due to negligence, the action of the elements, the carelessness of third parties, vandalism, or any other cause whatever, until the final completion and acceptance of the Project. Should improper work by the Contractor be covered by another and damage or defects result, the whole work affected shall be made good by the Contractor to the satisfaction of the District without expense to the District. The Contractor shall take reasonable care to avoid damage to existing facilities or utilities, whether on the Project or adjacent to it, and Contractor shall be liable for any damage thereto or interruption of service due to Contractor’s operations. If the Contractor encounters any facilities or utilities not shown on the drawings or not reasonably inferable therefrom, Contractor shall promptly notify the District about them, and shall do no further work which may cause damage to same. If it is determined that some action needs to be taken regarding facilities not shown, the Contractor will be given directives on what action to take, and any additional cost to the Contractor incurred thereby will be handled by Change Order.

b. The property limits of the area of the Project are indicated on the drawings. Except for work specifically shown or noted, Contractor shall confine Contractor’s operations within the indicated property limits. The Contractor shall provide, install, and maintain all shoring, bracing and underpinning necessary to support adjacent property, streets, buildings and structures that may be affected by building operations for this work; shall serve or cause to be served all legal notices to adjoining property Districts that may be necessary for their protection; and shall
protect from damage all adjacent buildings, fences, landscaping, and repair or replace any such property damaged in the course of work under the Contract.

34. **USE OF ROADWAYS AND WALKWAYS**

The Contractor shall not unnecessarily interfere with use of any roadway; walkway or other facility for vehicular or pedestrian traffic by any party entitled to use it. Wherever such interference becomes necessary for the proper and convenient performance of the work and no satisfactory detour route exists, the Contractor shall, before beginning the interference, provide a satisfactory detour, temporary bridge, or other proper facility for traffic to pass around or over the interference and shall maintain it in satisfactory condition as long as the interference continues, all without extra payment unless otherwise expressly stipulated in the Contract Documents.

35. **MATERIALS**

a. Unless explicitly stated otherwise, all specified equipment and material comprising the work of this Contract, as being provided or furnished or installed, shall imply the inclusion of all components, hardware and accessories, required for complete installation and satisfactory operation as intended by the manufacturer. Wherever the method of installation of any material is not explicitly specified, the installation shall be as recommended by manufacturer.

b. Wherever in the Contract Documents it is provided that the Contractor shall furnish materials or equipment for which no detailed specifications are set forth, such materials or equipment shall be new and of the best grade for the purpose for which they will be used when incorporated in the work. Materials specified by reference to a number or symbol of a specific standard, such as A.S.M., Federal Specification, State Standard, Trade Association, or similar standards, shall comply with requirements in the latest revision thereof and any amendment or supplement in effect on the date of the notice inviting bids.

c. None of the materials to be provided furnished or installed on this Project shall contain asbestos or any other "hazardous substance" as that term is defined by federal or state law.

36. **SUBSTITUTIONS**

a. Wherever in the drawings or Specifications a material or product is called for by trade or brand names or manufacturer and model number, alternative items of equal quality and purpose may be proposed for use by the Contractor. The burden of proof of equality is on the Contractor, and Contractor shall furnish all information and supplies necessary for the District to make a thorough evaluation of the proposed substitution. The District's decision about the equality of the proposed substitution is final, and if the proposed substitution is not approved, the
Contractor shall install the item called for. Proposed substitutions and any changes in adjacent work caused by them shall be made by the Contractor at no additional cost to the District.

b. Proposed substitutions shall be submitted sufficiently before actual need to allow time for thorough evaluation. Substitutions shall not be proposed for the reason that submittals were not made early enough to avoid delay. District’s review of substitutions shall not relieve the Contractor from complying with the requirements of the drawings and Specifications.

c. In the event Contractor makes substitutions in materials, equipment, or designs, with or without the District’s approval, other than those authorized herein, the Contractor shall then assume full responsibility for the effects of such substitutions on the entire Project, including the design, and shall reimburse the District for any charges resulting from such substitutions, including any charges for modifications in the work of other trades, and including any charges for additional design, plus reasonable and customary mark-ups.

37. TESTING

a. Materials, equipment, or other work requiring tests may be specified in the Contract Documents, and they shall be adequately identified and delivered to the site in ample time before intended use to allow for testing. If such materials, equipment or other work should be covered without required testing and approval, they shall be uncovered at the Contractor's expense, including any repairs or replacement resulting therefrom. The Contractor shall notify the District when and where such materials, equipment or other work are ready for testing, and Contractor shall bear the cost of making them available for testing. The Contractor shall notify the District sufficiently before the need for testing so as to cause no delay in the work and, in any case, at least forty-eight (48) hours prior to the need for testing.

b. The cost of initial tests called for will be paid by the District and will be performed by independent testing consultants retained by the District. All other tests and inspections specified or otherwise required to substantiate compliance with specified requirements for quality of material or performance of operation shall be paid for by the Contractor. If retesting or additional testing is necessary because of substandard initial test results, the costs thereof shall be paid by the Contractor, including any repairs or replacement resulting therefrom.

38. INSPECTION

a. All materials, equipment and workmanship used in the work of the Project shall be subject to inspection or testing at all times and locations during construction and/or manufacture. The District’s authorized representatives and representatives
of other agencies having authority over the work shall have access to the work for the above purposes at all reasonable times and locations. Any material or work found to be unsatisfactory or not according to the Contract Documents shall be replaced with the correct material or work and the defective items promptly removed, all at the Contractor’s expense, when directed to do so by any of the above-named persons having authority over the work. The cost review time and analysis by the District consultants necessitated by incomplete or defective work shall be charged to the Contractor.

b. Inspection and testing by the District or representatives shall not relieve the Contractor from complying with the requirements of the Contract Documents. The Contractor is responsible for its own quality control.

c. Whenever required by the District, the Contractor shall furnish all tools, labor and materials necessary to make an examination of work in place by uncovering the same. Should such work be found unsatisfactory, the cost of examination and reconstruction shall be paid by the Contractor. Should such work be found satisfactory, the cost of examination and reconstruction of the work shall be paid by Change Order unless the Contractor improperly covered the work before it could be inspected or tested. If the Contractor considers it necessary or desirable to work on Saturday, Sunday or a holiday, Contractor shall seek written approval from the District at least forty-eight (48) hours before the commencement of such work.

39. CLEANUP

a. The Contractor shall maintain the premises and area of the work in a neat and clean condition. No burning of rubbish on site shall be allowed. The Contractor shall control dust on the site by sprinkling at whatever intervals are necessary to keep it laid down and shall take measures to prevent dust and debris from being accidentally transported outside the area of the work.

b. Final cleaning, such as sweeping, dusting, vacuuming, dry and wet mopping, polishing, sealing, waxing and other finish operations normally required on newly installed work shall be taken to indicate the finished conditions of the various new and existing surfaces at the time of acceptance. Prior to the time of acceptance, all marks, stains, fingerprints, dust, dirt, splattered paint and blemishes resulting from the various operations shall be removed throughout the Project. Stair treads and risers shall be wet-mopped. Glass shall be left clean and polished both inside and outside. Plumbing fixtures and light fixtures shall be washed clean. Hardware and other unpainted metals shall be cleaned and all building papers and other temporary protections shall be removed throughout the building, or portion of the building where Contractor was involved, all to the satisfaction of the Architect and District. The exterior of the buildings, playfields, exterior improvements, and planting spaces shall be similarly clean and in good order.
40. CONSTRUCTION WASTE MANAGEMENT REQUIREMENTS

a. Scope

1) This Article includes the requirements for the diversion by the Contractor of construction and demolition debris from landfills. The Contractor shall develop and implement a Waste Management Plan as specified herein. The Contractor shall take a pro-active, responsible role in the management of construction and demolition waste and require all subcontractors, vendors, and suppliers to participate in the effort.

2) The District has established that this Project shall generate the least amount of waste practicable and that processes shall be utilized that ensure the generation of as little waste as possible due to over-packaging, error, poor planning, breakage, mishandling, contamination or other factors.

3) As much of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills shall be minimized.

4) The Contractor is encouraged to use waste hauling companies that separate recyclable materials. The Contractor shall work with its waste haulers in providing other recycling methods as appropriate.

5) The Contractor is responsible for implementation of any special programs involving rebates or similar incentives related to the recycling of waste. Revenues or other savings obtained for salvage or recycling accrue to the Contractor.

b. References


3) “Where to Recycle Construction and Demolition Debris.” For a copy of the guide call 1-888-442-2666 or go to www.recycleworks.org.

c. Definitions

1) General: Construction and demolition waste includes products of demolition or removal, excess or unusable construction materials, packaging materials for construction products, and other materials
generated during the construction process but not incorporated into the work.

2) “Divert” means to use material for any lawful purpose other than disposal in a landfill or transfer facility for disposal.

3) “Recycling Service” means an off-site service that provides processing of material and diversion from a landfill.

4) “Hauler” means the entity that transports construction and demolition debris to either a landfill or a recycling service.

d. Compliance with regulatory requirements:

1) The Contractor shall perform all handling, storage, transportation and disposal of construction debris in compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

2) Nothing stated on the drawings, in this Article 40 or in any other provision of the Contract Documents shall be construed as allowing work that is not in strict compliance with all applicable Federal, State, regional, and local statutes, laws, regulations, rules, ordinances, codes and standards.

e. Performance Requirement

1. The Contractor shall divert a minimum of fifty percent (50%) of the total Project construction and demolition waste from landfills.

f. Quality Control

1. General:
   
   i) The Contractor shall not permit materials designated for diversion to become contaminated or to contaminate the site or surrounding areas.

2. Training and Coordination:

   i) The Contractor shall designate an on-site party [or parties] who will be responsible for instructing workers and subcontractors, and overseeing and documenting results of the Waste Management Plan for the Project.
ii) The Contractor shall furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the District’s representative.

iii) The Contractor shall include construction waste management as an item on the agenda of all progress meetings.

3. The Waste Management Plan:

i) The Contractor shall prepare a Waste Management Plan for diverting the specified percentage of construction debris from landfills, including written and graphic information indicating how the waste will be diverted.

ii) Include in the plan both on-site recycling of construction and debris and off-site diversion from landfills.

iii) Identify the means and methods for collecting and separating each type of debris deemed reusable or recyclable.

iv) List the off-site recycling service and hauler of each designated debris item who has agreed to accept and divert that item from the landfill in the proposed quantities anticipated. List the service and hauler company name, address, telephone number and persons contacted.

v) List the name of the individuals on the Contractor’s staff responsible for waste prevention and management.

vi) List the actions that will be taken to reduce solid waste generation, including coordination with subcontractors to ensure awareness and participation.

vii) Describe the specific approaches to be used in recycling/reuse of the various materials generated, including the areas on site an equipment to be used for processing, sorting, and temporary storage of wastes.

viii) Characterize the waste to be generated, including estimated types and quantities. Name the landfills and/or incinerator to be used.

ix) List the specific waste materials that will be salvaged for resale, salvaged and reused on the Project, salvaged and stored for reuse on a future project, or recycled. Recycling facilities that will be used shall be identified by name, location and phone number.
The Contractor shall submit the Plan to the District within ten (10) calendar days after receipt of the Notice to Proceed, or prior to any waste removal, whichever occurs first. The Contractor shall promptly revise and resubmit the Plan as required by the District. Review of the Contractor’s Waste Management Plan will not relieve the Contractor of responsibility for compliance with applicable environmental regulations or meeting Project diversion requirements.

g. **Plan Implementation**

1) The Contractor shall implement the approved Waste Management Plan.

2) The Contractor shall maintain a log of each load and of each category of waste that is diverted from the landfill. The Contractor shall separately log the debris sent to a Class III landfill and materials sent to a recycling facility.

3) The Contractor shall include in the log the type of load, load weight, name of the hauling service, recycling service or landfill, and the date accepted by the recycling service or by the landfill.

4) The Contractor shall retain and make available all weight tickets and copies of receipts and invoices relating to the implementation of the Plan.

5) The District reserves the right to audit the log at any time.

h. **Material Handling**

1) Designate a specific area or areas on site to facilitate the separation of materials for potential reuse, salvage, recycling, and return. Clearly mark bins for each category of waste.

2) Keep waste bins and pile areas neat and clean. Do not contaminate non-recyclable waste with materials designated for reuse or recycling.

i. **Contractor’s Responsibilities**

1) Provide on-site instruction of the appropriate separation, handling, recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the Project.

2) Separate, store, protect, and handle at the site identified recyclable and salvageable waste products in a manner that maximizes recyclability and salvagability of identified materials. Provide the necessary containers, bins and storage areas to facilitate effective waste management. Provide barriers and enclosures around recyclable material storage areas which are...
non-hazardous and recyclable or reusable and which shall be located away from construction traffic. Provide adequate space for pick-up and delivery. Use cleaning materials that are non-hazardous and biodegradable.

41. **INSTRUCTIONS AND MANUALS**

The maintenance instructions application/installation instructions and service manuals called for in the Specifications shall be part of the District furnished equipment.

42. **AS-BUILT DRAWINGS**

The Contractor and all his Subcontractors will maintain on the work site a separate complete set of contract drawings, which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, there will be included or marked on this record set on a daily basis if necessary to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities installed underground, in walls, floors, and furred spaces, or otherwise concealed. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, drain lines, etc., shall be located in addition by dimension and elevation. Progress payments may be delayed or withheld until such time as the record set is brought up to date to the satisfaction of the District. The Contractor shall verify that all changes in the work are included in the "AS-BUILT" drawings and deliver the complete set thereof to the District for review and approval within thirty (30)-calendar days after District’s Notice of Completion. District’s acceptance and approval of the "AS-BUILT" drawings are a necessary condition precedent to the release of the final retention.

43. **SUBSTITUTION OF SECURITIES**

a. Pursuant to Public Contract Code §22300, Contractor may request in writing that it be allowed at its own expense to substitute securities for moneys withheld by District to ensure performance under this Contract. Only securities listed in Government Code §16430 and bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District shall qualify under this Article. Securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank in California as the escrow agent. Upon satisfactory completion of the Contract and on written authorization by the District, the securities shall be returned to Contractor. Contractor shall be the beneficial District of said securities and shall receive any interest thereon. The
Contractor may alternatively request District to make payment of retentions earned directly to the escrow agent at the expense of the Contractor.

b. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for above for securities deposited by Contractor. Upon satisfactory completion of the contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District. The Contractor shall pay to each Subcontractor, not later than twenty (20) days of receipt of payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention.

c. Any escrow agreement entered into pursuant to this Article shall comply with Public Contract Code §22300 and shall be subject to approval by District's counsel.

44. NO DISCRIMINATION

It is the policy of the District that, in connection with all work performed under this public works contracts, there shall be no discrimination against any prospective or active employee or any other person engaged in the work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, sexual orientation, age, physical or mental disability, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code §12900, Government Code §11135, and Labor Code §§1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any Subcontractors employed on the work.

45. LABOR STANDARDS

a. Work Hours:

In accordance with California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. Contractor and any Subcontractor shall pay workers overtime pay as required by California Labor Code §1815. The Contractor shall pay each worker, laborer, mechanic or persons performing work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the work actually performed.

b. Penalty:

Contractor shall forfeit to District as a penalty the sum of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which said worker is required or
permitted to work more than eight (8) hours in any one (1) calendar day or more than forty (40) hours per calendar week in violation of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.

c. Employment of Apprentices:

Contractor agrees to comply with Labor Code §§1773.3, 1777.5 and 1777.6, and 3077 et. seq., each of which is incorporated by reference into this Contract. These sections require that Contractors and Subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, unless an exception is granted and that Contractors and Subcontractors shall not discriminate against otherwise qualified employees as apprentices on any public works solely on the ground of actual or perceived race, religion, color, national origin, ethnic group identification, sex, gender, sexual orientation, age, or physical or mental disability. Only apprentices who are in training under written apprenticeship occupations shall be employed. The responsibility for compliance with these provisions for all apprenticeable occupations rests with Contractor.

d. The Contractor shall be knowledgeable of and comply with California Labor Code §§1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

46. GENERAL RATE OF PER DIEM WAGES

a. On File:

As required by Labor Code §1773.2, the District has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. Contractor shall post a copy of the document at each job site.

b. Prevailing Wage Rate:

The Contractor and each Subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code §§1771 and 1774 and §16000(a) of Title 8, California Code of Regulations.

c. Penalty:

In accordance with §1775 of the Labor Code, the Contractor shall forfeit to the District as penalty, the sum of fifty dollars ($50) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done
under this Contract by Contractor or by any Subcontractor. Contractor shall also pay each worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

47. RECORD KEEPING

a. The Contractor agrees to comply with the provisions of §§1776 and 1812 of the Labor Code. The Contractor and each Subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified and shall be open at all reasonable hours to the inspection of the District awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, and his or her other deputies and agents.

b. In addition, copies of the above records shall be available as follows:

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

2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;

3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the 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 the Contractor.

c. The Contractor shall file a certified copy of the records with the entity requesting the records within ten days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security
number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

d. The Contractor shall inform the District of the location of the records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

e. In the event of noncompliance with the requirements of this section, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, the Contractor shall, as a penalty to the District, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

f. Responsibility for compliance with this provision shall be with the Contractor.

48. PROJECT COMPLETION

a. When the work to be performed under this Contract has been fully completed, the Contractor shall notify the District, in writing, setting a date for inspection. The Contractor and Subcontractor representatives shall attend the inspection. As a result of this inspection, the District will prepare a list of items (“punch list”) that are incomplete or not installed according to Contract Documents. Failure to include items of this list does not relieve the Contractor from fulfilling all requirements of the Contract Documents.

b. The District will promptly deliver the punch list to the Contractor and it will include a period of time by which the Contractor shall complete all items listed thereon. On completion of all items on the punch list, verified by a final inspection, and all other Contract requirements, so that Final Completion has been achieved to the District’s satisfaction, the District will file a Notice of Completion with the County Recorder. Payment of retention from the Contract, less any sums withheld pursuant to the terms of this Contract or applicable law, shall not be made sooner than thirty-five (35) calendar days after the date of filing of Notice of Completion.

49. RESOLUTION OF CONSTRUCTION CLAIMS

a. Public work claims of $375,000 or less between Contractor and District are subject to the provisions of Article 1.5 (commencing with §20104) of Chapter 1 of Part 2 of the Public Contract Code (“Article 1.5 claim”). For purposes of this section and Article 1.5, "public work" has the same meaning as set forth in §§3100 and 3106 of the Civil Code; "claims" means a separate demand by Contractor for a time
extension or payment of money or damages arising from work done by or on behalf of Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to or the amount of the payment which is disputed by the District.

b. All Article 1.5 claims shall be submitted on or before the date of the Final Payment and shall include all documents necessary to substantiate the claim. District shall respond in writing within forty-five (45) days of receipt of claim if the claim is less than or equal to $50,000 ("$50,000 claim") or within sixty (60) days if the claim is over $50,000 but less than or equal to $375,000 ("50,000 - $375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of claim any additional documentation supporting the claim or relating to any defenses to the claim, which the District may have against the Contractor. Any additional information shall be requested and provided upon mutual agreement of the District and the Contractor. District's written response to the claim shall be submitted to Contractor within fifteen (15) days after receipt of the further documentation for $50,000 claims or within thirty (30) days after receipt of the further documentation for $50,000 - $375,000 claims or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

c. Within fifteen (15) days of receipt of the District's response, if Contractor disputes the District's written response, or within fifteen (15) days of the District's failure to respond within the time prescribed, the Contractor shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by District within thirty (30) days. Following the conference, if any claim or portion remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

d. Pursuant to Public Contract Code §20104.2(f), this section does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with §900) and Chapter 2 (commencing with §910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

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

f. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code §20104.4 (b)(1) through (b)(3).

g. For any claim in excess of $375,000, the Contractor and the District shall follow the same process as for an Article 1.5 claim. The District will forward a response within sixty (60) days of submittal of any such claim. Judicial arbitration is not required for claims in excess of $375,000.

h. In addition, for all unresolved claims that the Contractor wishes to pursue, the Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the District. The accrual date for any such claim is the date the dispute or controversy first arose regarding the issues raised in the claim.

i. “The date of Final Payment,” as used in this Article 50, means the date the public entity is required to release retention proceeds in accordance with Public Contract Code §7107 regardless of whether any payment is made to the Contractor at that time.

j. The claims required by this Article are jurisdictional and conditions precedent to the commencement of any further legal proceedings. Strict compliance with all filing deadlines is mandatory.

50. DISABLED VETERANS PARTICIPATION GOALS (Applies to K-12 districts only.)

This section is not applicable.

51. RETENTION OF DVBE RECORDS (Applies to K-12 districts only.)

This section is not applicable.

52. FINGERPRINTING (Applies to K-12 districts only.)

This section is not applicable.

53. LABOR COMPLIANCE PROGRAM (This section is not applicable to this project)

A labor compliance program is required if the project will be funded by either the Kindergarten-University Public Education Facilities Bond Act of 2002 or the Kindergarten-University Public Education Facilities Bond Act of 2004 and will commence on or after April
1, 2003, or other state bond act if made applicable thereto. **This section is not applicable to this project.**

**54. DRUG-FREE WORKPLACE CERTIFICATION**

Contractor certifies all of the following:

1) Contractor is aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2) Contractor is authorized to certify, and does certify, that a drug free workplace will be provided by doing all of the following:
   a) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions that will be taken against employees for a violation of the prohibition.
   b) Establishing a drug-free awareness program to inform employees about all of the following
      (i) The dangers of drug abuse in the workplace;
      (ii) Contractor’s policy of maintaining a drug-free workplace;
      (iii) The availability of drug counseling, rehabilitation and employee-assistance programs; and
      (iv) The penalties that may be imposed upon employees for drug abuse violations.
   c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by subdivision a) above, and that as a condition of employment by Contractor in connection with the Work on the Project, the employee agrees to abide by the terms of the statement.

3) Contractor understands that if the District determines that Contractor has either:
   (a) made a false certification herein, or (b) violated this certification by failing to carry out and to implement the requirements of Government Code §§8350 et seq., the Contract is subject to termination, suspension of payments, or both. Contractor further understands that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of Government Code §§8350 et seq.

**55. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all
amendments, replacements, and enactments on the subject, which are in effect as of the date of this Contract.

56. GENERAL PROVISIONS

a. Assignment and Successors:
   Neither party may transfer or assign its rights or obligations under the Contract Documents, in part or in whole, without the other party’s prior written consent. The Contract Documents are binding on the heirs, successors, and permitted assigns of the parties hereto.

b. Third Party Beneficiaries:
   There are no intended third party beneficiaries to the Contract.

c. Choice of Law and Venue
   The Contract Documents shall be governed by California law, and venue shall be in the Superior Court of the county in which the Project is located, and no other place.

d. Severability
   If any provision of the Contract Documents are determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Contract Documents shall remain in full force and effect.

e. Entire Agreement
   The Contract Documents constitute the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of the Contract Documents and supersedes all prior written or oral understandings or agreements of the parties.

f. Waiver
   No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of the Contract Documents shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

g. Headings
   The headings in the Contract Documents are included for convenience only and shall neither affect the construction or interpretation of any provision in the Contract Documents nor affect any of the rights or obligations of the parties to the Contract.
SAMPLE

EXAMPLE OF NOTICE OF AWARD

To:

Project Description:  Enter Project Name

The District has considered the bid submitted by you for the above described work in response to its Notice Inviting Bids, dated ____________________________.

You are hereby notified that your bid has been accepted for items in the amount of:

__________________________

___________________________________________________________  ($

_____________________ ).

You are required by the Information for Bidders to execute the Agreement and furnish the Performance Bond and Payment Bond (if Contract Price is $25,000 or more), and certificates of insurance within ten (10) days from the date of receipt of this Notice.

If you fail to execute the Agreement and to furnish the bonds within ten (10) days from the date of receipt of this Notice, District will be entitled to consider all your rights arising out of its acceptance of your bid as abandoned and as a forfeiture of your Bid Bond.  The District will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the District.

Dated this__________ day of _________________, 201__.

By _____________________________________

Authorized District Signature

Receipt of this above Notice of Award is hereby acknowledged by:

_______________________________________, this is the ____________

day of _________________, 201_.

By _____________________________________

Title ________________________________
To:        Date:

PROJECT:

You are hereby notified to commence work in accordance with the Agreement dated, ________________ ____________, 20__, on or before ________________ ____________, 20__, and you are to complete the work ________________ consecutive calendar days thereafter.

By: _____________________________________

Authorized District Signature
Part 1  ROUGH CARPENTRY GENERAL

1.1.  SUMMARY
A.  This section specifies rough carpentry, including all framing, sheathing, and underlayment.

1.2.  RELATED SECTIONS
A.  06220 - Millwork.
B.  06410 - Custom Cabinets.

1.3.  QUALITY ASSURANCE
A.  Furnish materials complying with the following:

   a.  Graded in accordance with the latest edition of "Standard Grading Rules No. 17," WCLIB, or "Western Grading Rules," WWPA. Lumber grades specified below are taken from "Standard Grading Rules, No. 17." Equal grades from "Western Grading Rules" are acceptable. Furnish lumber bearing a recognized grading bureau mark or a "Certificate of Grade" may be substituted. Where a grade for Douglas Fir (DF) species is indicated, other species, if approved by the COR, may be supplied on an equal stress grade basis.

2.  Pressure Treatment.
   a.  Waterborne, conforming to AWPA C2, AWPA P5.

3.  Plywood.
   a.  Graded in accordance with APA PS 1-95. Furnish panels identifiable by a grade trademark of a recognized grading association. Index numbers listed (i.e. 24/0) may be larger but not smaller than shown.

4.  All materials and construction techniques shall meet applicable Local codes or the requirements herein, whichever is stricter.
Part 2  PRODUCTS

2.1. Materials

A. Lumber.
   1. Furnish S4S lumber, unless otherwise shown on drawings. Furnish lumber with a moisture content of 19 percent or less for material 3 inches and less in nominal thickness, unless otherwise specified.

B. Felt.
   1. Furnish tall pressure treated wood in contact with concrete.

C. Framing Members.
   1. Beams.
      a. 4 inches and less in width: No.2, DF, S-dry.
      b. 5 inches and wider: No. 1 DF.
   2. Joists and Stair Stringers.
      a. No. 2, DF, S-dry.
   3. Rafters
      a. No. 2, DF, S-dry.
   4. Studs & Plates (2 x 4 and smaller): Stud or standard grade, DF, Larch, Hemlock, S-dry.
   5. Headers.
      b. Studs and Plates (2 x 6 and larger): No. 2, DF, Larch, Hemlock, S-dry.
      c. Blocking.
      a. No. 1, DF.

D. Subfloor.
   1. 1/2 inch CDX plywood 32/16.
   2. 2 x 6 T&G decking, Commercial Dex., DF, S-dry.

E. Exterior Sheathing.
   1. Roof Sheathing.
      a. (Wood shingles) 1 x 4 standard, DF; (exposed surfaces and soffits), 1 x 6, T&G, "B" finish, Kiln Dried (KD), Western Red Cedar(WRC).
b. (Concealed Surfaces) 5/8 inch CDX ext. plywood, 24/0; (Exposed surface) 1/2 inch C-C ext., plywood 24/0.

c. (Concealed Surfaces) 3/4 inch C-C ext. plywood, 30/12; (exposed surfaces and soffits) 1 x 6, T&G, "B" finish, KD, WRC.

d. 2 x 6, T&G, decking, Commercial Dex., DF, S-dry.

2. Wall Sheathing.

a. 1/2 inch CDX, plywood 24/0.

F. Underlayment.

1. Plywood.

a. 1/2 inch underlayment C-C plugged exterior plywood.

Part 3 – EXECUTION

3.1. Construction

A. Framing.

1. Make joints in beam and girders over supports unless shown otherwise on the drawings.

2. Nail built-up girders from both sides with 16d nails at 30 inches on center staggered in 2 rows. Provide 2 nails at each end of each piece and each splice.

3. Set sills level and anchored on the foundation. Set in a full bed of Portland Cement mortar, if necessary to obtain full bearing. Provide flat washers on all anchor bolts.

4. Set joist with crown side up. Install solid blocking over supports. Provide a minimum of 1-1/2 inch bearing for each joist. Nail with two 16d nails at each bearing. Double joists under parallel partitions and at all openings.

5. Toenail rim joists to sill with 8d nails 16 on center.

6. Lap joists over girders 4 inches minimum. Nail with three 16d nails from each side.

7. Notching of joist will be allowed in the end 1/3 of the span only. Limit notching to 1/6 of the joist depth.

8. Set rafters with crown edge up. Cut birds-mouths to provide full bearing. Nail rafters to top plate with two 8d nails and to ceiling joists with three 16d or five 10d nails.

9. Fabricate trusses as shown on the drawings. Nail to top plate with four 10d nails. Install framing anchors where shown on the drawings.

10. Provide continuous length studs. Nail studs to top plate with four 8d toenails or two 16d end nails.
11. Install full length cripples at all openings. Nail cripples to studs with 16d nails at 24 inch on center. Toenail cripple to header with two 8d nails.

12. Provide headers, over opening, of a size indicated below:
   a. Maximum 3'-6" span 2-2x6's
   b. Maximum 5'-0" span 2-2x8's
   c. Maximum 6'-6" span 2-2x10's
   d. Maximum 8'-0" span 2-2x12's
   e. Maximum 8'-0" span 2-2x12's

13. Space header material with plywood or surfaced lumber to equal the stud depth.

14. End nail studs to header with three 16d nails.

15. Do not splice columns. Cut ends square to provide full bearing. Nail columns top and bottom with four 16d toenails, or as shown on drawings.

B. Subfloor.

1. Lay plywood subfloor with face grain at right angles to supports.

2. Space panel ends and edges 1/32 inch. Stagger end joints. Nail with 8d nails 6 inch on center at edges, and 10 inch on center intermediate supports.

3. Install 2 inch T&G subfloor at right angles to the supports. Make joints over supports, unless end matched. Stagger end joints a minimum of 1 span. Nail with two 16d nails at each support, 1 blind nail and 1 face nail.

C. Exterior Sheathing.

1. Install roof sheathing at right angles to supports. Stagger end joints a minimum of 1 span. Nail with two 8d nails at each support.

2. Apply plywood roof sheathing with the face grain at right angles to supports. Stagger end joints. Nail with 8d nails 6 inch on center at edges and 12 inch on center at intermediate supports.

3. Apply 1x6 inch T&G roof sheathing at right angles to supports. Make all joints over supports. Stagger end joints. Nail with two 8d nails at each support.

4. Install 2 inch T&G roof sheathing at right angles to supports. Make joints over supports, unless end matched. Stagger end joints a minimum of 1 span. Nail with two 16d nails at each support, 1 blind nail and 1 face nail.

5. Apply plywood wall sheathing with the face grain vertical. Nail with 6d nails at 6 inch on center at edge and 12 inch on center at intermediate supports.

D. Underlayment.

1. Provide 1/16 inch between sheets. Nail with 3d ring shank. Nails 6 inch on center at edges and 8 inch on center in the field. Stagger joints with subfloor.
E. Treated Wood.

1. Field treat cuts and holes in pressure treated members with copper naphthenate.

F. Exposed Hardware.

1. Provide rough hardware for the proper installation of work. Install hot-dipped galvanized hardware, nails, bolts, etc. at locations exposed to the weather.

END OF SECTION
Part 4 ROOF DECK AND INSULATION

Specifier Note: Modify the content of this Section according to the project requirements. Important items include whether the project will require standard insulation or a tapered system, if cants and edge strips are required and the method of attachment to the deck. Contact your local Garland Representative with any questions. Please delete all instructions between and including the asterisks.

4.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract and Division 01 Specification Sections apply to this section.

4.2. SUMMARY

A. Section includes roof insulation over the properly prepared deck substrate.
B. Related Sections:
   Specifier Note: Modify the list according to the project requirements.
   1. Section 07 05 00 - Common Work Procedures for Thermal and Moisture Protection.
   2. Section 07 62 00 - Sheet Metal Flashing and Trim.

4.3 REFERENCES

A. American Society for Testing and Materials (ASTM):
   2. ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvanized) by the Hot-Dip Process.

B. Cast Iron Soil Pipe Institute, Washington, D.C. (CISPI)

C. Factory Mutual Research (FM):
   1. Roof Assembly Classifications.

D. National Roofing Contractors Association (NRCA):
E. Underwriters Laboratories, Inc. (UL):

1. Fire Hazard Classifications.

F. Warnock Hersey (WH):

1. Fire Hazard Classifications.

G. Sheet Metal and Air Conditioning Contractors National Association (SMACNA)

H. Steel Deck Institute, St. Louis, Missouri (SDI)

I. Southern Pine Inspection Bureau, Pensacola, Florida (SPIB)

J. Insulation Board, Polyisocyanurate (FS HH-I-1972)

K. Insulation Board, Thermal (Fiberboard) (FS LLL-1-535B)

4.4. SUBMITTALS

A. Product Data: Provide manufacturer's specification data sheets for each product in accordance with Division 01 Section Submittal Procedures.01300.

B. Provide approval letters from insulation manufacturer for use of their insulation within this particular roofing system type.

C. Provide a sample of each insulation type.

**Delete Shop Drawings requirement if tapered insulation is not specified.**

D. Shop Drawings

1. Submit manufacturer's shop drawings indicating complete installation details of tapered insulation system, including identification of each insulation block, sequence of installation, layout, drain locations, roof slopes, thicknesses, crickets and saddles.

2. Shop drawing shall include: Outline of roof, location of drains, complete board layout of tapered insulation components, thickness and the average "R" value for the completed insulation system.

E. Certification

1. Submit roof manufacturer's certification that insulation fasteners furnished are acceptable to roof manufacturer.

2. Submit roof manufacturer's certification that insulation furnished is acceptable to roofing manufacturer as a component of roofing system and is eligible for roof manufacturer's system warranty.
4.5 QUALITY ASSURANCE

A. Fire Classification, ASTM E-108.

Specifier Note: Garland roof membranes and systems have been tested and approved by either Factory Mutual, Underwriters Laboratories, or Warnock Hersey for fire and/or wind when used with the proper substrate and underlying materials. However, every roof project does not always require FM, UL or WH Approval. Local or national building codes which also require external E-108 fire tests are often used instead. If you need FM, UL or WH Approval, please mark class 1A, 1B or 1C for fire and 1-60, 1-90 or higher for wind. If this is not necessary for this project please delete this section and keep the section on building codes.

B. Manufacturer's Certificate: Certify that roof system furnished is approved by Factory Mutual, Underwriters Laboratories, Warnock Hersey or approved third party testing facility in accordance with ASTM E108, Class [A or B or C] for external fire and meets local or nationally recognized building codes.

C. Manufacturer's Certificate: Certify that the roof system is adhered properly to meet or exceed the requirements of FM [1-90].

D. Pre-installation Meeting: Refer to Division 07 roofing specifications for pre-installation meeting requirements.

4.6 DELIVERY, STORAGE AND HANDLING

A. Deliver products to site with seals and labels intact, in manufacturer's original containers, dry and undamaged.

B. Store all insulation materials in a manner to protect them from the wind, sun and moisture damage prior to and during installation. Any insulation that has been exposed to any moisture shall be removed from the project site.

C. Keep materials enclosed in a watertight, ventilated enclosure (i.e. tarpaulins).

D. Store materials off the ground. Any warped, broken or wet insulation boards shall be removed from the site.

PART 5 — PRODUCTS

5.1 PRODUCTS, GENERAL

A. Refer to Division 01 Section "Common Product Requirements."

B. Basis of Design: Materials, manufacturer's product designations, and/or manufacturer's names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.
C. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

Delete the following subparagraph (C.1) if engineer's review of the projects specifications is not a requirement for this Project.

1. Proposals shall be accompanied by a copy of the manufacturer's standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take place. Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner's Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.

4. The Owner's decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

5.2. INSULATION MATERIALS

A. Thermal Insulation Properties and Approved Insulation Boards.

Select the type of insulation or combination of insulations that will be used on the Project and delete the others. Add the thickness, R-Value and slope needed for the Project. Contact your local Garland Representative with any questions.

1. Rigid Polyisocyanurate Roof Insulation; ASTM C1289:
   a. Qualities: Rigid, closed cell polyisocyanurate foam core bonded to heavy duty glass fiber mat facers.

   Insert the desired thickness and minimum R-Value for the specified project.

   b. Thickness: 2”.

   c. Compliances: UL, WH or FM listed under Roofing Systems


   d. Acceptable Products:

      1) ENRGY-3; Johns Manville

      2) Hunter.
3) GAFTEMP Isotherm R; GAF

4) Approved Equivalent

<or>

B. Fasteners: Corrosion resistant screw fastener as recommended by roof membrane manufacturer.

Specifier Note: Insert either 1-60 or 1-90 as well as the type of deck for the specified Project.

1. Factory Mutual Tested and Approved with three (3) inches coated disc for 1-90 rating, length required to penetrate metal deck one inch.

PART 6 — EXECUTION

Specifier Note: This section includes installation attachment for Roof Deck Insulation. Select the type or types of specific items that will be used as it relates to the application of the insulation, delete what is not needed. Consult your Garland Representative for specifics.

6.1. EXECUTION, GENERAL

A. Comply with requirements of Division 01 Section "Common Execution Requirements."

6.2. INSPECTION OF SURFACES

A. Roofing contractor shall be responsible for preparing an adequate substrate to receive insulation.

1. Verify that work which penetrates roof deck has been completed.

2. Verify that wood nailers are properly and securely installed.

3. Examine surfaces for defects, rough spots, ridges, depressions, foreign material, moisture, and unevenness.

4. Do not proceed until defects are corrected.

5. Do not apply insulation until substrate is sufficiently dry.

6. Broom clean substrate immediately prior to application.

7. Use additional insulation to fill depressions and low spots that would otherwise cause ponding water.

8. Verify that temporary roof has been completed.
6.3. INSTALLATION

Specifier Note: Delete the attachment methods that are not being used on this project.

A. Attachment with Mechanical Fasteners.

Specifier Note: Insert either 1-60 or 1-90 requirements.

1. Approved insulation board shall be fully attached to the deck with an approved mechanical fastening system. As a minimum, the amount of fasteners shall be in accordance with manufacturer's recommendation for FM 1-90 system. Otherwise, a minimum of one fastener per two square feet shall be installed.

2. Filler pieces of insulation require at least two fasteners per piece if size of insulation is less than four square feet.

3. Spacing pattern of fasteners shall be as per manufacturer’s recommendations to meet the FM requirements. Placement of any fastener from edge of insulation board shall be a minimum of three inches, and a maximum of six (6) inches.

4. Minimum penetration into deck shall be as recommended by the fastener manufacturer. There is a one (1) inch minimum for metal, wood and structural concrete decks where not specified by the manufacturer. For gypsum and cement-wood fiber decks, penetration shall be determined from pull-out test results with a minimum penetration of one and one-half (1 ½) inches.

6.4. CLEANING

A. Remove debris and cartons from roof deck. Leave insulation clean and dry, ready to receive roofing membrane.

6.5. CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during installation. Comply with requirements of authorities having jurisdiction

END OF SECTION
PART 7– GENERAL METAL ROOF

MANUFACTURED METAL ROOF PANELS:

****************************************************************************************************
This section includes system descriptions for R-MER Span pre-formed standing seam roof panels.
This specification is applicable to Galvanized, Galvalume, Galfan, and Aluminum panels. For
Stainless Steel, Copper, and Lead-coated Copper panels, use the appropriate R-MER Span
specification. Please select from optional choices shown between brackets (abc). Edit this section
to eliminate any potentially conflicting requirements.

Section number and title complies with MasterFormat 2004, published by the Construction Specifications
Institute (CSI), Alexandria, VA. The Garland Company can provide specifications formatted in MasterFormat
1995 Edition upon request.

This Section contains PART 4 – LIFE CYCLE ACTIVITIES requirements. Life Cycle Activities is a concept under
development by The Construction Specifications Institute. Life cycle activities include:

- Monitoring of systems.
- Scheduling of maintenance activities.
- Documenting maintenance activities.
- Maintenance of systems.
- Reporting maintenance requirements to maintenance participants.
- Demolition of systems at the end of their life cycle.

Life cycle activities introduce the Owner or the Owner’s Facility Manager as key participants in life cycle
activities. The Architect/Engineer is less involved than in other project life cycle stages such as design and
construction.

This section should be edited in consultation with a Garland Company Representative to prevent conflicting
requirements.

***********************************************************************************

7.1. RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including the Conditions of the Contract
and Bid Walk/Conference apply to this section.

7.2. SUMMARY

A. Work described in this section includes underlayment, pre-formed metal roofing system
complete with clips, perimeter and penetration flashing, and closures.

***********************************************************************************

The specifier should provide all additional information describing the scope of work as part of this article. Other
important items may include tear off and disposal of existing roofing materials; installation or repair of decking,
framing, or insulation materials; etc.
B. Related Work Specified Elsewhere:

The following references are suggestions. They should be supplemented or omitted according to specific project requirements.

1. Section Rough Carpentry for wood substrate components.
2. Division 07 Section Roof Insulation.

7.3. REFERENCES

A. American Architectural Manufacturer Association (AAMA):


B. American Iron and Steel Institute (AISI):

1. 1996 Edition Specification for the Design of Cold-Formed Steel Structural Members.

C. American Society of Civil Engineers (ASCE):


D. American Society for Testing and Materials (ASTM):


E. Sheet Metal and Air Conditioning Contractors National Association (SMACNA):

7.4. SUBMITTALS FOR REVIEW

A. Samples illustrating thickness, finish, color and textures of materials.


C. Specimen Warranty: Provide an unexecuted copy of the warranty specified for this Project, identifying the terms and conditions required of the Manufacturer and the Owner.

************************************************************************************
If a professional engineer stamped specification is not required for this project, please delete the following paragraph.
************************************************************************************

D. Any material submitted as equal to the specified material must be accompanied by a report signed and sealed by a professional engineer licensed in the state in which the installation is to take place. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted without licensed engineer approval will be rejected for non-conformance.

E. Shop drawings: Show roofing system with flashings and accessories in plan and elevation; sections and details. Include metal thickness’ and finishes, panel lengths, joining details, anchorage details, flashings and special fabrication provisions for termination and penetrations; thermal expansion provisions and rack mounted, panelized, polycrystalline solar photovoltaic panel clamping supports (PV). Indicate relationships with adjacent and interfacing work. Shop drawings must be completed by the metal roofing panel manufacturer’s engineering department. Shop drawings shall be stamped by a professional licensed engineer in the State of California who is a full time employee of the roofing system manufacturer.

F. Product Data: Include manufacturer’s detailed material and system description, sealant and closure installation instructions, engineering performance data and finish specifications. Provide product information for attachment of PV system.

G. Submit copy of certification from manufacturer stating that specified system has been tested in accordance with ASTM-1592 requirements by an independent Engineering Firm.

H. Structural load calc.: Roofing system manufacturer shall provide a structural load calculation verifying that the structure will support installation of a PV system over 70% of the roof area. Load calc. shall be stamped by a licensed professional engineer licensed in the State of California.
I. DSA approved PV system: provide names and projects numbers of at least two projects where DSA has approved all components of roofing assembly and PV solar assembly components.

J. Project close-out: roofing system manufacturer shall provide progress photos of installation of metal roofing system and as-built shop drawings of project showing all roofing assembly components, as installed.

K. Design test reports:
   1. Indicate fastener types and spacing and provide fastener pullout values.
   2. Submit copy of certification from manufacturer stating that specified system has been tested in accordance with ASTM-1592 requirements by an independent Engineering Firm. All test results must be submitted including Air (ASTM E 283 & E1680) and Water (ASTM E 331 & E 1646) Infiltration Tests.

L. Wind uplift calculation: Submit copy of manufacturer's design load calculations according to ASCE-7-02. Calculation shall account for future submittal to DSA for a PV system installed over the metal roofing system.

7.5. SUBMITTALS FOR INFORMATION

A. Design and Test Reports: Provide the following certified test reports from an independent testing laboratory:
   1. Independent laboratory testing report for system design load and seam integrity.
   2. Professional engineer's documentation that roofing system incorporates sufficient allowance for stress and movement.
   3. A letter from an officer of the manufacturing company certifying that the materials furnished for this project are the same as represented in tests and supporting data.
   4. Manufacturer's verifications that the panels are factory roll formed.

Delete ASTM E1592-95 if UL 580 is specified.

5. ASTM E1592-95: Test results must clearly demonstrate compliance with the following requirements:
   a. The ultimate test failure load shall be reduced by the safety factor specified in article 1.11 to determine the allowable working load for the panel system.
   b. The proposed system has been tested to insure that the allowable working load of the panel system meets or exceeds the specified negative wind uplift pressures listed in article 1.11 of this specification for all roof zones.
   c. The test results are applicable for the thickness, width, and profile specified. Results are not applicable for systems that are thicker or wider than the system which was tested. If the tested material was not the specialty material specified herein (for instance, the tested material was
galvalume steel), then the test results shall be reduced by the ratio of the yield strength (Fy) of the specified material to the tested material.

d. The results must clearly show that the allowable clip spacing meets or exceeds the requirements specified in article 3.3 C for all roof areas. Clip spacing shall not be reduced for any roof zone from that which is specified.

6. ASTM E283-93 and E331-86: Test results must clearly demonstrate compliance with the performance requirements specified in article 1.11.

7. ASTM E1646-95 and E1680-95: Test results must clearly demonstrate compliance with the performance requirements specified in article 1.11. Results are not applicable for systems that are thinner, wider, lower grade, or different material/profile than the system which was tested. The differential test pressures must be identical to those specified in article 1.11.

Delete UL 580 if ASTM E1592 is specified. If UL 580 is specified, then panel anchor clip spacing specified in 3.1.C must comply to UL construction 268, 268A, 268B, 269, 269A, or 269B.

8. UL 580: The proposed roof panel shall be listed as UL 580, Class 1-90.

B. Mill production reports certifying that the steel thicknesses are within allowable tolerances of the nominal or minimum thickness or gauge specified.

C. Design Loads: Submit copy of manufacturer's minimum design load calculations according to ASCE 7-02, Method 2 for Components and Cladding, sealed by a registered professional engineer employed by the system manufacturer as a full-time staff engineer. In no case shall the design loads be taken to be less than those detailed in Design and Performance Criteria article.

D. Qualification Data for Roofing Installer. Refer to Quality Assurance Article below.

E. Certification of work progress inspection frequency. Refer to Quality Assurance Article below.

F. Pre-installation Roofing Conference Proceedings. Refer to Quality Assurance Article below.

7.6. CONTRACT CLOSEOUT SUBMITTALS

A. Special Project Warranty: Provide specified warranty for the Project, executed by the authorized agent of the Manufacturer.

B. Roofing Maintenance Instructions. Provide a manual of manufacturer’s recommendations for maintenance of installed roofing systems.
C. Insurance Certification: Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

D. Demonstration and Training Schedule: Provide a schedule of proposed dates and times for instruction of Owner’s personnel in the maintenance requirements for completed roofing work. Refer to Part 3 for additional requirements.

7.7. QUALITY ASSURANCE

A. Installer Qualifications: Engage an Installer who has completed the Manufacturer’s Approved Roofing Contractor course and is currently certified for the installation of this roof system.

B. If required, fabricator/installer shall submit work experience and evidence of adequate financial Responsibility. The Owner’s representative reserves the right to inspect fabrication facilities in determining qualifications.

C. Source Limitations: Obtain all components of roof system from a single manufacturer, including roll goods materials if required. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer.

1. Upon request of the Architect or Owner, submit Manufacturer’s written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

2. Manufacturer shall have direct authority and control over all fabrication of steel components as well as the raw materials used in their fabrication.

B. Source Quality Control: Manufacturer shall have in place a documented, standardized quality control program such as ISO-9001 approval.

C. Engage the Manufacturer’s Field Representative to conduct required periodic inspections of work in progress as described herein and shall furnish written documentation of all such inspections.

D. Manufacturer shall provide the Owner project with a written statement that they will provide site inspections 3 days a week that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.

E. Manufacturer shall provide the Engineer of Record for this roofing project with a written statement that they will provide a site inspection 3 days a week that confirms that the project is being constructed as specified, by an experienced, full time employee of the company.

7.8. PRE-INSTALLATION CONFERENCE
A. Convene a pre-roofing conference approximately two (2) weeks before scheduled commencement of roofing system installation and associated work.

B. Require attendance of installer of each component of associated work, installers of deck or substrate construction to receive roofing work, installers of rooftop units and other work in and around roofing which must precede or follow roofing work (including mechanical work if any), Architect, Owner, roofing system manufacturer’s representative, and other representatives directly concerned with performance of the Work, including (where applicable) Owner’s insurers, testing agencies and governing authorities. Objectives of conference to include:

1. Review foreseeable methods and procedures related to roofing work, including set up and mobilization areas for stored material and work area.

2. Tour representative areas of roofing substrates (decks), inspect and discuss condition of substrate, roof drains, curbs, penetrations and other preparatory work performed by others.

3. Review structural loading limitations of deck and inspect deck for loss of flatness and for required attachment.

4. Review roofing system requirements (drawings, specifications and other contract documents).

5. Review required submittals both completed and yet to be completed.

6. Review and finalize construction schedule related to roofing work and verify availability of materials, installer’s personnel, equipment and facilities needed to make progress and avoid delays.

7. Review required inspection, testing, certifying and material usage accounting procedures.

8. Review weather and forecasted weather conditions and procedures for coping with unfavorable conditions, including possibility of temporary roofing (if not mandatory requirement).

9. Record discussions of conference including decisions and agreements (or disagreements) reached and furnish copy of record to each party attending. If substantial disagreements exist at conclusion of conference, determine how disagreements will be resolved and set date for reconvening conference.

10. Review notification procedures for inclement weather or non-working days.

C. The Owner’s Representative will designate one of the conference participants to record the proceedings and promptly distribute them to the participants for record.
D. The intent of the conference is to resolve issues affecting the installation and performance of roofing work. Do not proceed with roofing work until such issues are resolved the satisfaction of the Owner and Engineer of Record. This shall not be construed as interference with the progress of Work on the part of the Owner or Engineer of Record.

7.9. DELIVERY, STORAGE, AND HANDLING

A. Manufacturer’s responsibilities:
   1. All roof panels shall be shipped from the manufacturer with polystyrene or similar cushioned packaging material separating the individual panels to minimize flexing, stressing, scratching or otherwise damaging the material during transit to the job.
   2. Fully cover steel with tarpaulins or similar protective cover during transit to prevent dirt and debris from coming in contact with the finished goods.

B. Installer’s responsibilities:
   1. Stack pre-finished materials to prevent twisting, bending, abrasion and denting and elevate one end to facilitate moisture run-off.
   2. Unload roof panels using a boom or crane, supporting the panels in at least two locations during lifting, and never lift more than three panels at a time.
   3. Protect moisture-sensitive materials and water-based from the weather.
   4. Inspect materials upon delivery. Reject and remove physically damaged or marred material from project site.

7.10. PROJECT CONDITIONS

A. Determine that work of other trades will not hamper or conflict with necessary
   1. Protection:
      a. Protect completed roofing from subsequent construction operations. Comply with Manufacturer’s recommendations.
      b. Do not overload roof with stored materials.
      c. Support no roof-mounted equipment directly on the roofing system.

B. Ascertain that work of other trades which penetrates the roof or is to be made watertight by the roof is in place an approved prior to installation of roofing.

7.11. DESIGN AND PERFORMANCE CRITERIA

A. Thermal Expansion and Contraction:
1. Completed metal roofing and flashing system shall be capable of withstanding expansion and contraction of components caused by changes in temperature without buckling, producing excess stress on structure, anchors or fasteners, or reducing performance ability.

The design temperature differential for thermal expansion and contraction is the difference between the hottest and coldest panel surface temperature. The differential temperature should be based on the temperature range during the anticipated life cycle of the system, not the temperature change during a single year. Studies by the Army Corps of Engineers recommend this range to be 160 deg. F to 240 deg. F or more depending on climate, insulation, materials, and surface color.

2. The design temperature differential shall be not less than 160 degrees F.

3. Interface between panel and clip shall provide for unlimited thermal movement in each direction along the longitudinal direction.

4. Location of metal roofing rigid connector shall be at roof ridge unless otherwise approved by the Project Architect. Metal ridge connector may require design as per job conditions by specified manufacturer.

B. Uniform wind load capacity:

1. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria. Anchor clips shall be installed exactly as spacing given in article 3.3 C.

Each of the following is necessary to determine the appropriate design wind pressure for roof components. Please contact a Garland sales representative for assistance in determining the proper wind uplift design criteria. Typical selections are shown in black; however, every structure requires detailed attention for proper system design.

b. Safety Factor: 1.650 after any load reduction or material stress increase.
c. Category III Building with an Importance Factor of 1.15.
d. Wind Speed: 85 mph.
e. Ultimate Pullout Value: 730 pounds per each of the two fasteners. Holding the panel anchor to the roof decking or framing system.
f. Exposure Category: C.

Hips and ridges are considered as Zone 1 field of roof for roof slopes of 10 degrees (2 inches per foot) or less.

C. Roof Area Design Uplift Pressure:

1. Zone 1 - Field of roof 18 psf
2. Zone 2 - Eaves, ridges, hips, and rakes 38 psf
3. Zone 3 – Corner 38 psf
a. Capacity shall be determined using pleated airbag method in accordance with ASTM E 1592, testing of sheet metal roof panels. Allowable safe working loads shall be determined by dividing the ultimate test load by the safety factor specified above.

D. Uniform Positive Load Capacity.

1. The installed roof system shall be capable of resisting the following positive uniform roof loads: Roof Live Load of 20 psf.

2. Capacity to resist positive loads shall be determined by empirical calculations in accordance with AISI. Calculation shall be sealed by a registered professional engineer.

3. Installed roof system shall carry positive uniform design loads with a maximum system deflection of L/180 as measured at the rib (web) of the panel.


F. ASTM E283: Static pressure air infiltration:

<table>
<thead>
<tr>
<th>Pressure</th>
<th>Leakage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.0 PSF</td>
<td>0.0022 cfm/sq.ft.</td>
</tr>
</tbody>
</table>

G. ASTM E331: Static pressure water infiltration:

<table>
<thead>
<tr>
<th>Pressure</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Gal/Hr Per S.F. and Static</td>
<td>No Leakage</td>
</tr>
<tr>
<td>Pressure of 20.0 Psf for 15 minutes.</td>
<td></td>
</tr>
</tbody>
</table>

H. ASTM E1680: Static pressure air infiltration (roof panels):

<table>
<thead>
<tr>
<th>Pressure</th>
<th>Leakage Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>20.0 PSF</td>
<td>0.0027 cfm/sq.ft.</td>
</tr>
</tbody>
</table>

I. ASTM E1646: Static pressure water infiltration (roof panels):

<table>
<thead>
<tr>
<th>Pressure</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 Gal/Hr Per S.F. and Static</td>
<td>No Leakage</td>
</tr>
<tr>
<td>Pressure of 20.0 Psf for 15 minutes.</td>
<td></td>
</tr>
</tbody>
</table>

J. Capacities for gauge, span or loading other than those tested may be determined by interpolation of test results within the range of test data. Extrapolations for conditions outside test range are not acceptable.

7.12. WARRANTIES

A. Manufacturer shall execute a single warranty covering of the following criteria. Multiple-source warranties are not acceptable.

1. Manufacturer’s thirty (30) year watertight warranty, including coverage for all trim, flashings, and penetrations associated with the roof area.
2. Twenty (20) year coverage on finish including checking, crazing, peeling, chalking, fading and/or adhesion.

Identify the date of warranty commencement.

Identify the duration of the Installer’s workmanship provision.

3. Installer shall provide manufacturer with 5 year warranty covering roofing system installation and water tightness.

Include the following subparagraph if specifying HPR membrane roofing products in addition to standing seam metal roofing. Delete if not applicable.

713. MANUFACTURER’S INSPECTIONS

A. When the project is in progress, the roofing system manufacturer will inspect the work not less than 3 days per week. In addition, the manufacturer will:

1. Keep the Architect or Owner informed as to the progress and quality of the work as observed.

2. Report to the Architect in writing any failure or refusal of the Contractor to correct unacceptable practices called to the Contractor’s attention.

3. Confirm after completion that manufacturer has observed no applications procedures in conflict with the specifications other than those that may have been previously reported and corrected.

PART 8 - PRODUCTS

8.1. PRODUCTS, GENERAL

A. Basis of Design: Materials, manufacturer’s product designations, and/or manufacturer’s names specified herein shall be regarded as the minimum standard of quality required for work of this Section. Comply with all manufacturer and contractor/fabricator quality and performance criteria specified in Part 1.

B. Substitutions: Products proposed as equal to the products specified in this Section shall be submitted in accordance with Bidding Requirements and Division 01 provisions.

Delete the following subparagraph (C.1) if engineer’s review of the projects specifications is not a requirement for this Project.

1. Proposals shall be accompanied by a copy of the manufacturer’s standard specification section. That specification section shall be signed and sealed by a professional engineer licensed in the state in which the installation is to take
Substitution requests containing specifications without licensed engineer certification shall be rejected for non-conformance.

2. Include a list of three (3) projects of similar type and extent, located within a one hundred mile radius from the location of the project. In addition, the three projects must be at least five (5) years old and be available for inspection by the Architect, Owner or Owner’s Representative.

3. Equivalency of performance criteria, warranty terms, submittal procedures, and contractual terms will constitute the basis of acceptance.

4. The Owner’s decision regarding substitutions will be considered final. Unauthorized substitutions will be rejected.

8.2. ACCEPTABLE MANUFACTURERS

A. The design is based upon R-MER Span roofing systems engineered and manufactured by The Garland Company or approved equal.

8.3. METAL ROOFING SYSTEM

A. Materials.
1. Panel material: 22 ga., Galvanized steel, type G-90, smooth per ASTM A875-90.
2. Flashing and flat stock material: Fabricate in profiles indicated on drawings of same material, thickness, and finish as roof system, unless indicated otherwise.

B. Finishes:

The following sections (items 1 and 2) are for coated (painted) panels. Delete these subparagraphs if specifying mill finish panels.

1. Exposed surfaces for coated panels:
   a. Two coat coil applied, baked-on full-strength (70% resin) fluorocarbon coating system (polyvinylidene fluoride, PVF2), and applied by manufacturer’s approved applicator.
   b. Coating system shall provide nominal 1.0 mil dry film thickness, consisting of primer and color coat.

Select the appropriate color and color classification (standard, designer, premium, or custom) to maintain comparable bids.


2. Unexposed surfaces for coated panels shall be baked-on polyester coating with .20 - .30 dry film thickness (TDF).

The following section is for mill finish (un-painted) panels. Delete this section if specifying coated panels, above.
C. Characteristics:

1. Provide the same panel profile from a single manufacturer for all standing seam roof areas.

2. Provide standing seam panels incorporating mechanically interlocked, concealed anchor clips allowing unlimited thermal movement, and of configuration which will prevent entrance or passage of water.
   a. Panel/Cap configuration must have a total of four (4) layers of steel surrounding anchor clip for prevention of water infiltration and increased system strength designed to limit potential for panel blow-off.
   b. Profile of panel shall have mesa's every two (2) inches on center continuous throughout panel which are a minimum of one point five (1.5) inches wide.
   c. Exposed fasteners, screws and/or roof mastic are unacceptable and will be rejected.
   d. Provide panels in continuous lengths from ridge to eave with no overlaps unless approved by manufacturer, in writing.
   e. Panels lengths which exceed maximum shipping lengths shall be field rolled on equipment owned by the panel manufacturer. Seam sealant must be factory applied.
   f. Seam caps shall be manufactured in the factory and may be installed with end laps. Seam sealant must be factory applied.

Delete the following subparagraph if curved panels are not applicable to this project. Mechanical curving of panels insures quality and can help to prevent excessive oil canning, clip binding, and panel buckling. Please contact a Garland sales representative for more information regarding curved panel applications.

For standard seam systems, select a 1” wide seam cap; for batten seam systems, select a 2” wide seam cap.

4. Seam cap: Snap-on cap shall be a minimum of 1" wide "T" shaped of continuous length up to forty-five (45) feet according to job conditions and field seamed by means of manufacturer’s standard seaming machine.
   a. Cap shall be designed to receive two (2) beads of continuous hot applied gasketing sealant which will be applied independent of anchor clip to allow unlimited thermal movement of panel without damage to cap sealant.
   b. Sealant shall be a SIS (Styrene-Isoprene-Styrene) block copolymer type thermoplastic rubber adhesive, non-fatigue water barrier.

Select the panel width (seam spacing). Choose from standing seam profile (standard) or batten seam style.

1. Standing Seam Panel Width: 18".
2. Stiffening ribs: Located in flat of panel to minimize oil canning and telegraphing of structural members.

3. Replaceability: Panels shall be of a symmetrical design with snap on cap configuration such that individual panels may be removable for replacement without removing adjacent panels.

4. Panel ends shall be panned at ridge, headwall, and hip conditions, or where applicable.

5. Panel length: Full length without joints, including bends.

D. Accessories.

Gable anchor clips are required for most projects. They can be specified with all R-MER Span panels systems. They are generally required at all rakes, jambs, and expansion joints. Select the appropriate style and material.

1. Gable anchor clips for:
   a. Standing Seam style.
   b. Galvalume steel, type AZ-55, minimum thickness 16 gauge

2. Fasteners:

Contact a Garland sales representative for the concealed anchor fastener recommendation for each project.

a. Concealed fasteners: Corrosion resistant steel fasteners (zinc plated, stainless steel or equal) designed to meet structural loading requirements. Provide #14 as the minimum fastener size.

b. Exposed fasteners: not allowed.

3. Closures: Factory precut closed cell foam meeting ASTM D1056 or ASTM D3575, enclosed in metal channel matching panels when used at hip, ridge, rake, and jamb.

4. Provide all miscellaneous accessories for complete installation.

Delete the following subparagraph when specifying full length panels with no end laps.

5. Panel joint (end lap) sealant: Non-curing modified isobutylene tri-polymer tape of thickness to fully adhere to both surfaces being joined with indicated service life of twenty (20) years.

8.4. ACCESSORY PRODUCTS

A. Sealant:

1. Acceptable product:
   a. Concealed Application: Non-curing butyl sealant or equal.
   b. Exposed Application: Garland SS sealant or equal.

2. Colors: As selected by architect from sealant manufacturer’s standard selection.

The R-MER Span system can be installed on slopes as low as one-quarter inch per foot (1/4:12). It may be installed on a solid roof deck or over open framing. When installed over a solid roof deck, it is required to install an underlayment in a thirty-six (36) inch wide strip around the perimeter of the roof, in all valleys, and surrounding all roof penetrations. Specifier may require an underlayment over the entire roof deck.
Delete the following section if no underlayment is specified.

B. Underlayment

Select the roof areas to receive underlayment.

1. Underlayment shall be applied to a thirty-six (36) inch wide area around entire perimeter of roof, in all valleys, and surrounding all roof penetrations.

Select this if UL 790 Class A is required over a combustible deck.

2. Provide protective membrane/underlayment with “Class A” fire rating over deck surfaces.
   a. Apply a single layer of self adhering, Fire-Tite II Base Sheet shingle fashion over the entire roof area beginning at the low end of the roof section. Allow for four inch (4”) side laps and eight inch (8”) end laps.
   b. Install Fire Tite Peel and Stick Membrane at all curbs, penetrations, hips, ridges and eaves.

A Barrier Board of one of the following types and thickness MUST be specified when UL 790 Class A is required if Fire-Tite II Base sheet has not been specified over a combustible deck.

Bearing plates should be specified when installing a standing seam roofing system over rigid board insulation. Bearing plates distribute the load over the insulation and will prevent over torquing of clip fasteners.

C. Bearing Plates:
   1. Install bearing plates directly over rigid board insulation/underlayment at each anchor clip location.
   2. Bearing plates shall be three by five (3 x 5) inch by sixteen (16) gauge, minimum galvanized steel.
   3. Bearing plates shall be pre-punched with a hole pattern matching that of the panel anchor clips. Slotted holes are acceptable.

One of a variety of types of steel framing may be applicable for this project. Framing may be specified in detail in its own specification or, simple furring members attached to the roof deck may be specified below.

8.5 FABRICATION

A. Shop fabricate metal roofing and flashing components to the maximum extent possible, forming metal work with clear, sharp, straight, and uniform bends and rises. Hem exposed edges of flashings.

B. Form flashing components from full single width sheet in minimum ten (10) foot lengths. Provide shop fabricated, mitered corners, joined using closed end pop rivets and joint sealant.

C. Fabricate roofing and related sheet metal work in accordance with approved shop drawings and applicable standards.
PART 9 - PREPARATION & EXECUTION

9.1 PREPARATION

**************************************************************************************
The following section may need to be modified depending on retrofit, tear-off or new construction applications.**************************************************************************************

A. Design system so that the panel installation may be started and/or terminated at any given point in the area.

*********************************************************************************
Include the following provision for facilities that are occupied during construction.
*********************************************************************************

1. It is understood that the ongoing operations of the Owner are of a critical nature as to leak sensitivity. Do not work on more roof area than can be restored completely watertight in one day.

B. Remove existing loose material, dirt and debris from the roof area. All accumulations of asphalt or other repair materials shall be removed to provide a smooth, flat substrate without imperfections that will be evident in the finished work.

1. Existing metal details and other metal accessories specified for re-use that interfere with the installation of the new roof system shall be carefully removed and set aside for re-use.

2. Any metal described above that will come in contact with the new roof shall be checked for type and replaced or protected if galvanic action may be a problem.

C. Strip existing contaminating material from all metal components that are indicated to be re-utilized. Protect these metal components. Replace damaged components with new of similar type and dimension.

9.2 EXECUTION

A. Comply with requirements of Division 01 Section “Common Execution Requirements.”

9.3 INSTALLATION, GENERAL

A. Install roof system when the atmospheric dry bulb temperature is minimum 40 degrees Fahrenheit and rising.
B. Install all components of the roof system in exact accordance with the manufacturer's standard published procedures as applicable to these project conditions and substrates.

C. Install all required vapor retarders, air seals and preliminary tapered, insulating substrates required per enclosed specifications.

D. Lay out and anchor all roof framing sections or purlins according to the approved roof plan.

9.4 ROOFING AND FLASHING INSTALLATION

A. Comply with all details and install roofing materials and flashings in accordance with approved shop drawings and manufacturer's product data, within specified erection tolerances.

B. Prepare roof for the installation of standing seam panels, including:

***************************************************************************************
The specifier should customize these subparagraphs to illustrate the intended scope of work for this project.
***************************************************************************************

1. Install all decking, framing, and/or furring members as indicated in this specification and bid documents.

2. Install all insulation, vapor retarders, and/or air infiltration barriers as indicated in this specification and bid documents.

3. Install all underlayments and/or temporary water proofing materials as required in this specification and bid documents. For panel installation over board insulation, include the requirement for bearing plates. Delete where applicable.

C. Directly over the completed roof substrate, install one (1) piece panel anchor clips. All anchor clips will be set on sixteen (16) gauge galvanized pre-punched bearing plates to distribute the loads on the board insulation or all anchor clips will be fastened into the structural roof substrate based on the engineer's wind uplift calculation.

***************************************************************************************
The following section is for I-SPAN Anchors (see Part 2) Delete this subparagraph if I-SPAN Anchors will not be used.
***************************************************************************************

D. Isolate dissimilar metals and masonry or concrete from metals with bituminous coating. Use gasketed fasteners where required to prevent corrosive action between fastener, substrate, and panels.

E. Anchorage shall allow for temperature expansion/contraction movement without stress or elongation of panels, clips, or anchors. Attach clips to structural substrate using fasteners of size and spacing as determined by manufacturer's design analysis to resist specified uplift and thermal movement forces.

F. Seal laps and joints in accordance with roofing system manufacturer's product data.

G. Coordinate flashing and sheet metal work to provide weather tight conditions at roof terminations. Fabricate and install in accordance with standards of SMACNA Manual.
H. Provide for temperature expansion/contraction movement of panels at roof penetrations and roof mounted equipment in accordance with system manufacturer’s product data and design calculations.

I. Installed system shall be true to line and plane and free of dents, and physical defects. In light gauge panels with wide flat surfaces, some oil canning may be present. Oil canning does not affect the finish or structural integrity of the panel and is therefore not cause for rejection.

J. Maximum variation from true planes or lines shall be one-fourth (1/4) inch in twenty (20) feet and three-eighths (3/8) inch in forty (40) feet of more.

K. Form joints in linear sheet metal to allow for one-fourth (1/4) inch minimum expansion at twenty (20) feet on center maximum and eight (8) feet from corners.

L. At joints in linear sheet metal items, set sheet metal items in two (2) one-fourth (1/4) inch beads of butyl sealant. Extend sealant over all metal surfaces. Mate components for positive seal. Allow no sealant to migrate onto exposed surfaces.

M. Remove damaged work and replace with new, undamaged components.

N. Touch up exposed fasteners using paint furnished by roofing panel manufacturer and matching exposed panel surface finish.

O. Clean exposed surfaces of roofing and accessories after completion of installation. Leave in clean condition at date of substantial completion. Touch up minor abrasions and scratches in finish.

9.5 CLEANING

A. Clean installed work in accordance with the manufacturer’s instructions.

B. Replace damaged work than cannot be restored by normal cleaning methods.

9.6 CONSTRUCTION WASTE MANAGEMENT

A. Remove and properly dispose of waste products generated during roofing procedures. Comply with requirements of authorities having jurisdiction.

9.7. FINAL INSPECTION

******************************************************************************
Modify the following paragraph to only include those parties involved in the project.
******************************************************************************

A. At completion of roofing installation and associated work, meet with Contractor, Architect, installer, installer of associated work, Owner, roofing system manufacturer’s representative and other representatives directly concerned with performance of roofing system.
B. Inspect roofing work and flashing of roof penetrations, walls, curbs and other equipment. List all items requiring correction or completion and furnish copy of list to each party in attendance.

C. Repair or replace deteriorated or defective work found at time above inspection as required to produce an installation which is free of damage and deterioration at time of Substantial Completion and according to warranty requirements.

Delete the applicable parties from the following paragraph as appropriate to the project.

D. Notify the Architect upon completion of corrections.

E. Following the final inspection, provide written notice of acceptance of the installation from the roofing system manufacturer.

F. Immediately correct roof leakage during construction. If the Contractor does not respond within twenty four (24) hours, the Owner will exercise rights to correct the work under the terms of the Conditions of the Contract.
LIMITED ASBESTOS AND LEAD SURVEY
Indian Valley Campus (IVC)Building 21 – Pool / Shower Room Roof

AMERICAN COMPLIANCE SERVICES, LLC

PREPARED FOR:

Mr. Matthew Smyth
College of Marin 835
College Avenue Kentfield,
CA 94904-2551

PREPARED BY:

American Compliance Services, LLC
554 Morning Glory Drive Benicia,
California 94510

DATE PREPARED:

March 19, 2014

554 Morning Glory Drive, Benicia, CA 94510 · (707) 745-1137 · Fax (707) 745-4462
# TABLE OF CONTENTS

<table>
<thead>
<tr>
<th>SECTION</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXECUTIVE SUMMARY</td>
<td>I</td>
</tr>
<tr>
<td>SCOPE OF WORK</td>
<td>II</td>
</tr>
<tr>
<td>DEFINITIONS</td>
<td>II</td>
</tr>
<tr>
<td>ASBESTOS</td>
<td>III</td>
</tr>
<tr>
<td>INSPECTION RESULTS &amp; FINDINGS</td>
<td>IV</td>
</tr>
<tr>
<td>LEAD INSPECTION RESULTS &amp; FINDINGS</td>
<td>V</td>
</tr>
<tr>
<td>METHODS</td>
<td>VI</td>
</tr>
<tr>
<td>LIMITATIONS &amp; EXCLUSIONS</td>
<td>VII</td>
</tr>
<tr>
<td>TECHNICAL STAFF SIGNATURES</td>
<td>VIII</td>
</tr>
</tbody>
</table>

## APPENDICES

- Sample Location
- Maps
- Laboratory Results
- Lead Hazard Evaluation
- Report
- Consultants
- Certifications
SECTION I EXECUTIVE
SUMMARY

On March 14, 2014, American Compliance Services, LLC (ACS) conducted a limited asbestos and lead survey of Building 21, for the Pool/Locker Room Roof Replacement Project at the Indian Valley Campus (IVC), in Marin, California. David Kummer, a Certified Site Surveillance Technician (CSST) and CDPH Lead Sampling Technician, conducted the survey.

SECTION II
SCOPE OF WORK

The purpose of this survey was to identify the materials that could contain asbestos and/or lead-based paint prior to disturbing the building material during this Pool/Locker Room Roof Replacement Project. ACS sampled the material impacted by the project as indicated by the project manager. Should the final construction plans change and require penetration into materials not included in this report, additional sampling and analysis will be required at this site.

SECTION III
DEFINITIONS

Material (ACM) if at least one sample collected from the homogeneous area shows asbestos present in an amount greater than one percent (>1%). California Code of Regulations (CCR) 1529 defines Asbestos Containing Construction Material (ACCM) as materials containing greater than one-tenth of one-percent (0.1) asbestos by weight. Under 1529 CCR, materials containing between 0.1 % and 1 % asbestos are still regulated as “other” operations by this standard. The ACCM designation is applicable only to reporting (user registration, temporary worksite notification, and incident reporting).

The removal or disturbance of 100 square feet or more of ACM or ACCM must be performed by a contractor certified by the California Contractor's State License Board to conduct asbestos-related work and/or an employer/contractor registered with the California Division of Occupational Safety and Health (DOSH) to perform asbestos-related work.

NESHAP CATEGORIES

RACM (Friable Materials) - NESHAP defines a friable ACM as any material containing more than one percent asbestos, that when dry, can be crumbled, pulverized, or reduced to powder by hand pressure.

Category I Non-friable (CAT I NF) NESHAP defines a Category I non-friable ACM as packing, gaskets, resilient floor covering (except sheet flooring products which are considered friable), and asphalt roofing products which contain more than one percent asbestos.

Category II Non-friable (CAT II NF) NESHAP defines a Category II non-friable ACM as any material, except for a Category I non-friable ACM, which contains more than one-percent asbestos and cannot be reduced to a powder by hand pressure when dry.

OSHA Definitions

1. Surfacing Materials (spray or trowel applied to building members)
2. Thermal System Insulation (materials generally applied to various mechanical systems)
3. **Miscellaneous Materials** (any materials which do not fit either of the above categories)

"**Class I asbestos work**" means activities involving the removal of TSI and surfacing ACM and PACM.

"**Class II asbestos work**" means activities involving the removal of ACM which is not thermal system insulation or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

"**Class III asbestos work**" means repair and maintenance operations, where "ACM", including TSI and surfacing ACM and PACM, is likely to be disturbed.

**EPA / CDPH Lead Definitions**

The CDPH, Title 17, California Code of Regulations, Division 1, Chapter 8, Accreditation, Certification, and Work Practices for Lead-Based Paint and Lead Hazards, defines lead based paint as any coating containing lead at or above 1.0 Milligram/Centimeter Squared (mg/cm²) and/or 5,000 parts per million (ppm) of lead or 0.5 % lead by weight or greater. A 24-hour notification is required to OSHA before disturbing lead-based paint.

Disturbing lead-based paint without containment is considered a lead hazard by the EPA and CDPH, and impact to these painted surfaces must be done in accordance with the established regulations and procedures.

Lead contaminated dust means dust levels on interior floors in excess of 40 micrograms per square foot (40 µg/sq. Ft.), 250 µg/sq. Ft. for interior horizontal surfaces, and 400 µg/sq. Ft. for exterior horizontal surfaces.

Lead-contaminated soil means bare soil that contains an amount of lead equal to, or in excess of, 400 parts per million (ppm) in children’s play areas and 1,000 ppm in all other areas.

**SECTION IV ASBESTOS INSPECTION RESULTS & FINDINGS**

Two asbestos samples were collected from the roofing material. Sampling locations were chosen to be representative of the homogeneous material. Inspection and sampling procedures were performed in general accordance with the guidelines published by the Environmental Protection Agency (EPA) in 40 CFR Part 763 Subpart E, October 30, 1987. The tables below reflect the sampling results for this building.

### Asbestos Sample Results

<table>
<thead>
<tr>
<th>SAMPLE NUMBER</th>
<th>MATERIAL DESCRIPTION</th>
<th>SAMPLE LOCATION/HOMOGENEOUS AREA</th>
<th>NESHAPS / OSHA CATEGORIES</th>
<th>% ASBESTOS</th>
<th>ESTIMATED QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>B21-1</td>
<td>Roof Felt Under Wood Shake</td>
<td>Roof</td>
<td>RACM / Class II</td>
<td>75% CH</td>
<td>10,000 SF</td>
</tr>
</tbody>
</table>

NA: Asbestos classification and estimated quantities are not applicable for non-asbestos containing material; ND: Non-Detect; SF: Square Feet; CH: Chrysotile asbestos type.

554 Morning Glory Drive, Benicia, CA 94510· (707) 745-1137· Fax (707) 745-4462
SECTION V LEAD INSPECTION RESULTS & FINDINGS

Two (2) lead samples were collected for lead analysis from painted metal roofing attachments. The paint tested is determined not to be lead-based paint. The laboratory results are presented in the table below.

<table>
<thead>
<tr>
<th>Sample #</th>
<th>Description and Location</th>
<th>Results</th>
<th>EPA/CDPH LBP Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>821-P1</td>
<td>Tan/Brown Paint on Metal Gutter</td>
<td>110</td>
<td>5,000 ppm</td>
</tr>
<tr>
<td>821-P2</td>
<td>Brown Paint on Metal Roof Jacks</td>
<td>110</td>
<td>5,000 ppm</td>
</tr>
</tbody>
</table>

ppm: parts per million; EPA: Environmental Protection Agency; CDPH: CA Department of Public Health; LBP: Lead-Based Paint

The Cal/OSHA Lead in Construction Standard 1532.1 regulations takes effect when employees disturb lead coatings or materials that contain any detectable levels of lead. California OSHA regulations assume exposures above the Permissible Exposure Level (PEL) where lead coatings or paint with lead at any level is present when “trigger” tasks are performed until an exposure assessment is conducted. The contractor must comply with this regulation when disturbing lead containing paint or materials.

SECTION VI METHODS

ASBESTOS AND LIMITED LEAD INSPECTION

The survey consisted of three major activities: visual inspection and physical assessment, sampling, and quantification of building materials. Following the walkthrough, the inspector collected samples of accessible materials identified as suspect asbestos-containing building materials (ACM). EPA guidelines were used to determine the sampling protocol.

The lead inspection was limited to building material that will be disturbed during building upgrades. The lead samples taken were approximately 2” x 2” inches representing all potential layers. Testing locations were recorded on the floor plan, as provided in the appendix of this report.

ANALYTICAL METHODS

Micro Analytical Laboratory in Emeryville, California performed the Asbestos analysis using Polarized Light Microscopy (PLM) with dispersion staining as described by the method of the determination of asbestos in bulk insulation, EPA/600/R-93/116, July 1993. This is a standard method of analysis in optical mineralogy and the currently accepted method for the determination of asbestos in bulk samples. A suspect material is immersed in a solution of known refractive index and subjected to illumination by polarized light. The characteristic color displayed enables mineral identification. It should be noted that some ACM might not be accurately identified and/or quantified by PLM. As an example, the original fabrication of vinyl floor tiles routinely involved milling of asbestos fibers to extremely small sizes. As a result, these fibers may go undetected under the standard polarized light microscopy method. Transmission Electron Microscopy (TEM) is required for a more definitive analysis of these materials.

Lead analysis was performed by Micro Analytical Laboratory, Incorporated, a NLLAP-accredited laboratory using the approved method for determination of lead in paint-chip samples. The lead analysis was performed using a Flame Atomic Absorption Spectrophotometer (FLAA) (Method 7420). The FLAA was calibrated using a known lead standard. After the FLAA calibration procedure was completed, the lead-chip samples were analyzed by the FLAA.

554 Morning Glory Drive, Benicia, CA 94510· (707) 745-1137· Fax (707) 745-4462
A chain-of-custody form submitted with the bulk samples, documented the possession of the samples from the time they were collected until they were analyzed. The original chain-of-custody accompanied the samples at all times. Custody documentation began at the time the sample was collected and a copy of the chain-of-custody record was retained by each transferor.

SECTION VII LIMITATION AND EXCLUSIONS

American Compliance Services warrants that the findings contained herein have been prepared with the level of care and skill exercised by experienced and knowledgeable environmental consultants who are appropriately licensed or otherwise trained to perform asbestos / lead assessments pursuant to OSHA, as well as state and local agencies, as applicable. Our responsibility is limited to correcting any error or omission. No other liability is included or implied. We did not inspect or sample inaccessible areas such as behind walls or within ductwork and did not dismantle any part of the structure to survey inaccessible areas. Inaccessible is defined as areas of the building that could not be tested (sampled) without destruction of the structure or a portion of the structure.

Information and opinions presented herein apply to the existing and reasonable foreseeable site conditions at the time of our investigation. They cannot necessarily apply to site changes of which this office is unaware and has not had the opportunity to review. Changes in applicable standards may occur because of new legislation or from the broadening of knowledge. Accordingly, findings of this report may be invalidated wholly, or in part, by changes beyond our control.

American Compliance Services, LLC, trusts that the information presented herein provides the data you require. Should you have any questions or comments, please contact Wendy Plank. This report, and all available supporting documents and drawings used to prepare the report, have been reviewed by the undersigned, the Manager responsible for this Project. The signatory affirms that the Asbestos Investigation documented herein was conducted in substantial conformance with applicable procedures documented in 40 CFR Part 763 – Asbestos, Subpart E – Asbestos Containing Materials in Schools [AHERA, June 24, 1992], and the EPA Guidance Manual “Asbestos Containing Materials in Buildings” (EPA 560/5-85-030a, October, 1985). The investigation by American Compliance Services, LLC, consisted solely of the activities described in this report and is subject to the Exceptions of Assessment, Limitations, and Service Constraints described herein.

SECTION VIII TECHNICAL STAFF SIGNATURES

CERTIFICATE OF REPORT

The following personnel were responsible for this asbestos survey. We (I) certify that information contained herein was :

Wendy J. Plank, CAC 01-290 CDPH Lead Certification # 777

CDPH Lead Certification # 20699

554 Morning Glory Drive, Benicia, CA 94510· (707) 745-1137· Fax (707) 745-4462
LABORATORY RESULTS
**MICRO ANALYTICAL LABORATORIES, INC.**
**BULK ASBESTOS ANALYSIS - POLARIZED LIGHT MICROSCOPY (PLM)**

1048  
Wendy Plank  
American Compliance Services  
554 Morning Glory Drive  
Benicia, CA 94510

**PROJECT:**  
INDIAN VALLEY CAMPUS POOL  
BUILDING 21

<table>
<thead>
<tr>
<th>Sample Identification</th>
<th>Asbestos Information</th>
<th>Sample Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Client #: B21-1</td>
<td>75% Chrysotile Asbestos</td>
<td>10% Cellulose</td>
</tr>
<tr>
<td>Micro #: 191669-01</td>
<td>Analyst: GR</td>
<td>Matrix: TAR</td>
</tr>
<tr>
<td>Roof felt under wood shack</td>
<td></td>
<td>Type:</td>
</tr>
<tr>
<td>Client #: B21-2</td>
<td>10% Chrysotile Asbestos</td>
<td>Matrix: Synthetic Material</td>
</tr>
<tr>
<td>Micro #: 191669-02</td>
<td>Analyst: GR</td>
<td>Type:</td>
</tr>
<tr>
<td>Caulking on sheet metal roof penetration</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

Technical Supervisor: [Signature]  
Gamini Ranatunga, Ph.D.  
3/14/2014  
Date Reported

NVLAP Lab Code 101872.0. CA ELAP Certification #1037. Analyses use Polarized Light Microscopy (PLM). Micro Analytical SOP PLM-101 (Rev. Jan. 2014). Basic techniques follow the EPA Method, for bulk insulation samples (1992), and EPA-860/993-118 (1993). The 1993 method covers all types of bulk materials and is based on the 1983 Method, with improved analytical techniques for layered samples as required for NEPA compliance. Asbestos is quantified by calibrated visual estimation. Detection limit is material dependent. Detection of asbestos fibers (much less than 1%) may not be reliable or reproducible by PLM. Mass cannot be determined by PLM. Asbestos with diameter below 1 μm may not be detected by PLM. Absence of asbestos in viral, debris, and some compact materials, including floor tiles, cannot be conclusively established by PLM, and should be confirmed by Transmission Electron Microscopy (TEM). Tremolite-asbestos or actinolite- asbestos may be indistinguishable by PLM from some similar, non-regulated amphiboles (e.g. the "Usiby Amphiboles" richterite and winchellite), and should be confirmed by TEM. The lower qualification limit (reporting limit) of PLM estimation is 1%. The Cal-OSHA definition of asbestos-containing construction material is 0.1% asbestos; however, reliable determination of asbestos percent at this level cannot be done by PLM estimation; PLM Point Counting or TEM weight percent analysis are recommended. Only dominant non-asbestos materials are indicated. Interferences may prevent detection of small asbestos fibers, and hinder determination of some optical properties. Sample heterogeneity is indicated by listing more than one distinct layer or material in the report. Layers are analyzed separately when feasible; if asbestos is detected, percentages are reported for individual layers. Interlayer contamination is possible among any layers in a sample. The notation ND (or "NONE DETECTED") indicates a result of "NO ASBESTOS DETECTED" in a homogenous sample, or in all layers of a heterogeneous sample. Composite asbestos percentages from multiple layers are applicable only to wallboard / joint compound systems; computing is based on customers' descriptions of material as "joint compound". Customers are solely responsible for identification and description of bulk materials listed on field forms. Laboratory descriptions may differ from those given by customers. Quality Control (QC) all results have been determined to be within acceptance limits prior to reporting. Samples that were reanalyzed are denoted by two sets of analysis initials. Unless otherwise stated herein, all samples were received in acceptable condition for analysis. This report shall not be reproduced except in full without the approval of Micro Analytical Laboratories, Inc., and pertain only to the samples analyzed.

5900 HOLLIS STREET, SUITE M - EMERYVILLE, CA 94608 - (510) 653-0824
# Micro Analytical Laboratories, Inc.

**Client ID #:** 1048  
**Date:** 4/20/2004  
**Name / Client / Address:** Wendy plank  
**American Compliance Services**  
**134 Morning Glory Drive**  
**Benicia, CA 94510**  
**Tel.** (707) 745-1137  
**Fax** (707) 745-4462  
**E-mail** wendyplank@tbcglobal.net

**Micro ID #**  
**(For Lab Use Only)**  
**Client Sample ID#**  
**Description**  
**Date Sampled**  
**Time Sampled**  
**Average**  
**Total**  
**Filter**  

<table>
<thead>
<tr>
<th>Micro ID #</th>
<th>Client Sample ID#</th>
<th>Description</th>
<th>Date Sampled</th>
<th>Start / Stop / Total Minutes</th>
<th>Average</th>
<th>Total</th>
<th>Filter</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>B21-1</td>
<td>Roof felt under wood shake</td>
<td>3/4/21</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>B21-2</td>
<td>Caulking on sheet metal roof pen</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions / Comments:**  

**Sample Return:** YES  
NO  
If "YES" is checked, samples will be returned to the client or archived at Micro Analytical if required.  
If "NO" is checked, solid samples may be disposed of within three months (one week for liquid samples, lab equipment, and disposables).  

**Sampler's Signature / Name**  

**Drop Box / Courier**  

**Date / Time**  

**Relinquished By**  
**Date / Time**  
**Received By**  
**Date / Time**

**Note:** If any samples are not acceptable, record reasons for rejection.
**Lead Concentration**

<table>
<thead>
<tr>
<th>Sample ID</th>
<th>Weight Percent</th>
<th>mg/kg (ppm)</th>
<th>RDL</th>
</tr>
</thead>
<tbody>
<tr>
<td>B21-P1</td>
<td>0.011 %</td>
<td>110</td>
<td>0.00877 % 88 mg/kg</td>
</tr>
<tr>
<td>Lab: 191670-01 TAN / BROWN PAINT ON METAL GUTTER</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B21-P2</td>
<td>0.011 %</td>
<td>110</td>
<td>0.00813 % 81 mg/kg</td>
</tr>
<tr>
<td>Lab: 191670-02 BROWN PAINT ON METAL ROOF JACKS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Technical Supervisor: [Signature]

Signed by: [Signature]

Date: 3/17/2014

Note: This report was prepared by Micro Analytical Laboratories, Inc., using Fire Atomic Absorption Spectrometry (AAS). All reported concentrations are in milligrams per kilogram (mg/kg).
**Project**

**Indian Valley Campus, Pool**

**Matrix Type**
- Bulk
- Dust
- Soil
- Wipe
- Air
- Water
- Other

<table>
<thead>
<tr>
<th>Micro ID #</th>
<th>Client Sample ID#</th>
<th>Description</th>
<th>Date Sampled</th>
<th>Time Sampled</th>
<th>Average LPM</th>
<th>Total Liters</th>
<th>Filter Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>B21-P1</td>
<td>Tan/Brown Paint on metal gutter</td>
<td>3/14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>B21-P2</td>
<td>Brown paint on metal roof jacks</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions / Comments:**

**Sample Return:** YES  NO  If "YES" is checked, samples will be returned to the client or archived at Micro Analytical if required. If "NO" is checked, solid samples may be disposed of within three months (one week for liquid samples, lab consumables, and digestates).

**Sample Signature / Name:**

Note to Lab: If any samples are not acceptable, record reasons for rejection.

**Received By:**

**Date / Time:**
State of California—Health and Human Services Agency California Department of Public Health

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation _____________________

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

- Lead Inspection
- Risk assessment
- Clearance Inspection
- Other (specify) _____________________________

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

<table>
<thead>
<tr>
<th>Address [number, street, apartment (if applicable)]</th>
<th>City</th>
<th>County</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Construction date (year) of structure</th>
<th>Type of structure Multi-unit building Single family dwelling</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>School or daycare</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NoYes Don’t Know Children living in structure? ☐ ☐ ☐

Section 4 — Owner of Structure (if business/agency, list contact person) ☐ ☐

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

- Intact lead-based paint detected
- Deteriorated lead-based paint detected
- Lead-based paint detected
- Lead-contaminated dust found
- Lead-contaminated soil found
- Other ______________________

Section 6 — Individual Conducting Lead Hazard Evaluation

<table>
<thead>
<tr>
<th>Name Wendy Plank</th>
<th>Telephone number 707-745-1137</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address [number, street, apartment (if applicable)] 554 Morning Glory Dr</td>
<td>City Benicia State CA Zip Code 94510</td>
</tr>
<tr>
<td>CDPH certification number 777</td>
<td>Signature Date</td>
</tr>
</tbody>
</table>

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;

B. Each testing method, device, and sampling procedure used;

C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector
Second copy and attachments retained by owner
Third copy only (no attachments) mailed or faxed to:
California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
CODES AND REGULATIONS
CODES AND REGULATIONS
Federal, State, and Local regulations that govern asbestos and lead abatement work or transportation and disposal of asbestos and lead containing waste materials include but are not limited to the following:
CALIFORNIA ASSEMBLY BILLS (CAB) CAB 040 Yearly Registration of Contractors

CALIFORNIA CODE OF REGULATIONS (CCR)
Title 8 CCR 5208 General Industry - Asbestos
Title 17 Division Accreditation, Certification, and Work Practices in Lead-
1, Related Construction
Chapter 8 Carcinogen and Asbestos Registration Sections 340
CCR CARS 344.53, 341.6 Amended, and 341.9 Amended Through
CCR CSO 341.14
CCR ESO Construction Safety Orders, Chapter 4, Subchapter 4
CCR 1529 Electrical Safety Orders, Chapter 4, Subchapter 5
CCR 1532.1 Asbestos Construction Standard
CCR 3203 Lead in Construction
CCR 3204 Accident Prevention Program
CCR 3204 Access to Employee Exposure and Medical Records
CCR 3220 Emergency Action Plan
CCR 3221 Fire Prevention Plan
CCR 5144 Respiratory Protection Equipment Standard
CCR 5194 Hazard Communication Standard
CCR 5209 Carcinogen Regulation
CCR 6003 Accident Prevention Signs

CALIFORNIA HEALTH SERVICES (CHS) TITLES 22 AND 23, CALIFORNIA ADMINISTRATIVE CODE DISPOSAL REQUIREMENTS

CHS 25123 Section 25124 CHS 25124 Section 25124 CHS 25144 Section 25144
CHS 25163 Section 25163 CHS 66508 Section 66508 CHS 66510 Section 66510
CHS DIV 4 Division 4, Commencing with Section 66000, “Disposal”
CALIFORNIA HEALTH AND SAFETY CODE (CHSC) CHSC 20 Division 20,
Commencing with Section 24200

CALIFORNIA LABOR CODE (CLC) CLC DIVISION 5 Part 1,
commencing with 6300

CALIFORNIA PROPOSITIONS (CP) CP 65
Proposition 65
CALIFORNIA STATE BOARD OF EQUALIZATION (CSBE)
CSBE ETU Excise Tax Unit

CALIFORNIA STATE LICENSE BOARD (CSLB) CSLB CBPC California Business and Professional Code Sections
CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910.134  Respiratory Protection Sanitation
29 CFR 1910.141  Accident Prevention Signs and Tags
29 CFR 1910.145  Safety Training and Education
29 CFR 1926.21
29 CFR 1926.55  Gases, Vapors, Fumes, Dusts, and Mists
29 CFR 1926.62  Lead Exposure in Construction
29 CFR 1926.65  Hazardous Waste Operations and Emergency Response
29 CFR 1926.103  Respiratory Protection
CFR 1926.59  Hazard Communication Air
1910.1000  Contaminants Asbestos
1926.1101
40 CFR 61-SUBPART M  Asbestos Hazardous Materials Tables and Hazardous
49 CFR 172  Materials
Communications Regulations
40 CFR 260  Hazardous Waste Management Systems: General
40 CFR 261  Identification and Listing of Hazardous Waste
40 CFR 262  Generators of Hazardous Waste
40 CFR 263  Transporters of Hazardous Waste
40 CFR 264  Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 265  Interim Status Standard for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities
40 CFR 268  Land Disposal Restrictions
40 CFR 745  Lead; Requirements for Lead-Based Paint Activities
40 CFR 763  Asbestos Containing Material in Schools Shipping
49 CFR 178  Container Specifications

STATE AND LOCAL REGULATIONS
Regulation 11, Rule 2  Bay Area Air Quality Management District

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing

UNDERWRITERS LABORATORIES INC. (UL) 1990 High-Efficiency Particulate Air