

**SECTION 000101  
PROJECT TITLE PAGE - VOL I**

**PROJECT MANUAL**

**FOR**

**CHICO AQUATIC AND RECREATIONAL FACILITY  
PROJECT NUMBER 23030 CH**

**100% PERMIT REVIEW AND BID  
1/24/25**

**VOLUME I OF III  
DIV 00-01 | (PAGE 001 OF 156)**

**PREPARED BY:**

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SEALS PAGE**

**LANDSCAPE ARCHITECT**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**ARCHITECT**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**STRUCTURAL ENGINEER**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**CIVIL ENGINEER**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**ELECTRICAL ENGINEER**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**MECHANICAL ENGINEER**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**PUMPING ENGINEER**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

**AQUATIC ENGINEER**

**PROVIDED AFTER BIDDING ON THE CONFORMED CD SET PRIOR TO CONSTRUCTION**

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<b>PL333</b>	<b>POOL C - LEISURE POOL PIPING PLAN</b>
<b>PL334</b>	<b>POOL C - SLIDE PIPING PLAN</b>
<b>PL400</b>	<b>MECHANICAL EQUIPMENT PLAN</b>
<b>PL401</b>	<b>MECHANICAL EQUIPMENT SCHEDULES</b>
<b>PL402</b>	<b>MECHANICAL DETAILS</b>
<b>PL403</b>	<b>MECHANICAL DETAILS</b>
<b>PL404</b>	<b>MECHANICAL DETAILS</b>
<b>PL405</b>	<b>MECHANICAL DETAILS</b>
<b>PL406</b>	<b>DEFENDER DETAILS</b>
<b>PL510</b>	<b>POOL A MECHANICAL SCHEMATIC</b>
<b>PL511</b>	<b>POOL A ELECTRICAL SCHEMATIC</b>
<b>PL520</b>	<b>POOL B MECHANICAL SCHEMATIC</b>
<b>PL521</b>	<b>POOL B ELECTRICAL SCHEMATIC</b>
<b>PL530</b>	<b>POOL C MECHANICAL SCHEMATIC</b>
<b>PL531</b>	<b>POOL C ELECTRICAL SCHEMATIC</b>
<b>GL01</b>	<b>PLAN AND 3D VIEWS</b>
<b>GL02</b>	<b>SECTIONS</b>
<b>GL03</b>	<b>POOL DETAILS</b>
<b>GL04</b>	<b>TECHNOLOGY PLAN AND WALL SECTIONS</b>
<b>GL01</b>	<b>PLAN AND SECTIONS</b>
<b>GL02</b>	<b>POOL DETAILS</b>
<b>GL03</b>	<b>TECHNOLOGY PLAN AND WALL SECTIONS</b>
<b>GL01</b>	<b>PLAN AND 3D VIEWS</b>
<b>GL02</b>	<b>POOL SECTIONS</b>
<b>GL03</b>	<b>TECHNOLOGY PLAN AND WALL SECTIONS</b>
<b>GL04</b>	<b>POOL DETAILS</b>

**SECTION 001113  
ADVERTISEMENT FOR BIDS**

**FROM:**

**1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):**

- A. Chico Area Recreation & Park District (CARD)
- B. Address:  
545 Vallombrosa Ave Chico, CA, 95926

**1.02 AND THE LANDSCAPE ARCHITECT (HEREINAFTER REFERRED TO AS LANDSCAPE ARCHITECT):**

- A. Confluence
- B. Address:  
307 N Michigan Ave Suite 601, Chicago, IL 60601

**1.03 DATE: FEB 12, 2025**

**1.04 TO: POTENTIAL BIDDERS**

- A. Your firm is invited to submit an offer under seal to Owner for construction of a facility located at the above address before **2 pm local standard time on the 14 day of March, 2025**, for:
- B. Project: **Chico Aquatic and Recreational Facility**
- C. Landscape Architect's Project # 23030 CH
- D. Project Description: The Chico Aquatic and Recreational Facility project consists of the construction of a new aquatic center designed to serve competitive, instructional, and recreational swimming needs. The scope includes, but is not limited to, a 50-meter competition pool, a program pool, and a leisure pool with interactive water features. The project also encompasses supporting infrastructure such as a bathhouse, locker rooms, mechanical and electrical systems, site utilities, parking areas, and exterior landscaping..
- E. A pre-bid meeting will be held on **February 27, 2025, at 10 am local Standard Time at 545 Vallombrosa Ave, Chico, CA 95926**. Attendance is recommended/optional for all prospective bidders.
- F. Bid documents, including plans and specifications, may be obtained beginning **Feb 18, 2025**, by contacting **Valley Contractors Exchange**, <https://vceonline.com>. Digital files are available. Please note that the bid documents provided are not stamped. Bidders are responsible for reviewing all bid documents carefully and accounting for all requirements in their proposals. A conformed construction set will be issued prior to construction, following the contract bidding and permit/review period.
- G. Bidders will be required to provide Bid security in the form of a Bid Bond of a sum no less than 10 percent of the Bid Amount.
- H. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- I. Your offer will be required to be submitted under a condition of **irrevocability for a period of 90 days after submission**.
- J. The Owner reserves the right to accept or reject any or all offers.

**1.05 SIGNATURE**

- A. For: Chico Area Recreation & Park District (CARD)
- B. By: Scott Schumann, Parks and Facilities Director
  - 1. Signed: \_\_\_\_\_
  - 2. (Authorized signing officer)

**SECTION 002113  
INSTRUCTIONS TO BIDDERS**

**SUMMARY**

**1.01 RELATED DOCUMENTS**

- A. Document 001113 - Advertisement for Bids.
- B. Document 004100 - Bid Form.
- C. Document 004322 - Unit Prices Form.
- D. Document 004323 - Alternates Form.
- E. Document 004000 - Procurement Forms and Supplements.

**INVITATION**

**2.01 BID SUBMISSION**

- A. **Bids signed and under seal, executed, and dated will be received at the office of the Owner at 545 Vallombrosa Ave, Chico, CA 95926 before 2 p.m. local standard time on the [14] day of [March], [2025].**
- B. Offers submitted after the above time will be returned to the bidder unopened.
- C. Offers will be opened publicly immediately after the time for receipt of bids.
- D. **This project is subject to the provisions of the California Public Contract Code. All bidding procedures, contract award, and project execution shall comply with applicable state laws, including but not limited to competitive bidding requirements, prevailing wage laws (Labor Code §§ 1720 et seq.), and contractor licensing requirements. Bidders must be aware of their obligations under the PCC and ensure full compliance throughout the bidding and construction process.**

**2.02 INTENT**

- A. The intent of this Bid request is to obtain an offer to perform work to complete project named Chico Aquatic and Recreational Facility for a Stipulated Sum contract, in accordance with Bid Documents.

**2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS**

- A. Work of this proposed Contract comprises building construction, including general construction Work.
- B. Project Location:  
13301 GARNER LN  
CHICO CA 95973

**2.04 CONTRACT TIME**

- A. Perform the Work within the time stated in Supplementary Conditions.
- B. The bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date. The bidder may suggest a revision to the Contract Time with a specific adjustment to the Bid Amount.

**BID DOCUMENTS AND CONTRACT DOCUMENTS**

**3.01 DEFINITIONS**

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Information Available to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.
- C. Bid Amount: Monetary sum identified by the Bidder in the Bid Form.

### **3.02 CONTRACT DOCUMENTS IDENTIFICATION**

- A. Contract Documents are identified as Owner's Project Number 23030 CH, as prepared by Landscape Architect, and with contents as identified in the Project Manual.

### **3.03 AVAILABILITY**

- A. Bid documents may be obtained at Valley Contractors Exchange, <https://vceonline.com/>.
- B. Bid documents are available in digital format only. Bidders may request a printed set from Valley Contractors Exchange (<https://vceonline.com/>) at their own expense.
- C. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### **3.04 EXAMINATION**

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Landscape Architect should the documents be incomplete.
- B. Immediately notify Landscape Architect upon finding discrepancies or omissions in the Bid Documents.

### **3.05 INQUIRIES/ADDENDA**

- A. Direct questions to Devon Dillinger, PM for CONFLUENCE, email; [ddillinger@thinkconfluence.com](mailto:ddillinger@thinkconfluence.com).
- B. Addenda may be issued during the bidding period. All Addenda become part of Bid Documents. Include resultant costs in the Bid Amount.
- C. Verbal and/or email answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 10 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and Valley Contractors Exchange, <https://vceonline.com/>.
- E. Acknowledgment of all issued addenda must be included on the bid form. Failure to acknowledge all addenda will result in an incomplete bid.

### **3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS**

- A. General Requirements for Substitution Requests:
  - 1. Project Manual establishes standards for products, assemblies, and systems.
  - 2. Submit requests only for elements for which substitution is specifically allowed in the Project Manual.
  - 3. Provide sufficient information to determine acceptability of proposed substitutions.
  - 4. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- B. Substitution Request Time Restrictions:
  - 1. Where the Bid Documents stipulate a particular product, substitutions will be considered up to 10 days before receipt of bids.
- C. Substitution Request Form:
  - 1. Submit substitution requests by completing the form attached to this section. See this form for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- D. Review and Acceptance of Request:
  - 1. Landscape Architect may approve the proposed substitution and will issue an Addendum to known bidders.
- E. See Section 012500 - Substitution Procedures for additional requirements.

## **SITE ASSESSMENT**

### **4.01 SITE EXAMINATION**



- A. Examine the project site before submitting a bid.
- B. The bidder is NOT required to contact Owner to arrange a date and time to visit the project site.

#### **4.02 PREBID CONFERENCE**

- A. A bidders conference has been scheduled for 10 a.m. on the 27 day of February at the location of 545 Vallombrosa Ave, Chico, CA 959.
- B. All general contract bidders and suppliers are invited.
- C. Representatives of Landscape Architect, and design team, will be in attendance.
- D. Summarized minutes of this meeting will be circulated to all known bidders via the first Addendum. These minutes will form part of the Bid Documents.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

### **QUALIFICATIONS**

#### **5.01 EVIDENCE OF QUALIFICATIONS**

- A. To demonstrate their qualifications for performing the work under this contract, bidders are required to submit written evidence of the following:
  - 1. Financial Position: Proof of financial stability to undertake the project. By using one of the following:
    - a. Bank Reference Letter – A letter from the contractor’s financial institution stating their creditworthiness, financial standing, and ability to finance the project.
    - b. Line of Credit – A letter from the contractor’s bank stating their available line of credit and any financial arrangements in place to support project costs.
    - c. Bonding Capacity – Proof of the contractor’s bonding capacity, including a letter from a surety company confirming their ability to secure performance and payment bonds and/or details on bonding limits and past bonding history.
    - d. Tax Returns – Copies of federal tax returns for the past 3 years, demonstrating financial consistency and stability.
    - e. Credit Rating & References – Provide a Dun & Bradstreet (D&B) report or credit rating from a recognized agency. Include references from previous clients verifying financial responsibility.
  - 2. Licensing: Valid contractor’s license to perform work in the State of California and the City of Chico.
  - 3. Project Experience: at least 3 references (project name and current contact) for similar projects successfully completed within the last 10 years.
  - 4. Performance History: Confirmation that the bidder has not been assessed liquidated damages on any project in the past 5 years.
  - 5. Legal Standing: Confirmation that the bidder has not been involved in litigation related to contract performance in the past 5 years.

#### **5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS**

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.

### **BID SUBMISSION**

#### **6.01 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed with the required security in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. Improperly completed information, irregularities in security deposit, may be cause not to open the Bid Form envelope and declare the bid invalid or informal.

- D. A bid tabulation summary of submitted bids will be made available to all bidders following bid opening.

## **6.02 BID INELIGIBILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.
- B. Bid Forms, Appendices, and enclosures that are improperly prepared may, at the discretion of Owner, be declared unacceptable.
- C. Failure to provide security deposit, bonding or insurance requirements may, at the discretion of Owner, be waived.

## **BID ENCLOSURES/REQUIREMENTS**

### **7.01 SECURITY DEPOSIT**

- A. Bids shall be accompanied by a security deposit as follows:
  - 1. Bid Bond of a sum no less than 10 percent of the Bid Amount on form CONFLU J102 FORM - BID BOND.
- B. Endorse the Bid Bond in the name of the Owner as obligee, signed and sealed by the principal (Contractor) and surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of bid security in the Bid Amount.
- E. If no contract is awarded, all bid security deposits will be returned, expire, or become void.

### **7.02 INSURANCE**

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

### **7.03 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.

### **7.04 FEES FOR CHANGES IN THE WORK**

- A. Include in the Bid Form, the overhead and profit fees on own Work and Work by subcontractors, applicable for Changes in the Work, whether additions to or deductions from the Work on which the Bid Amount is based.

### **7.05 BID FORM SIGNATURE**

- A. The Bid Form shall be signed by the bidder, as follows:
  - 1. Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Affix seal.
  - 2. Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Affix seal to each signature.
  - 3. Corporation: Signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of their board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope.
  - 4. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a Partnership.

### **7.06 ADDITIONAL BID INFORMATION**

- A. Submit the following Supplements concurrent with bid submission:
  - 1. Document 004322 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents.
  - 2. Document 004323 - Alternates Form: Include the cost variation to the Bid Amount applicable to the Work described in Section 01 23 00 - Alternates.

**7.07 SELECTION AND AWARD OF ALTERNATES**

- A. Indicate variation of bid price for Alternates listed on the Bid Form. Unless otherwise indicated, indicate Alternates as a difference in bid price by adding to or deducting from the base bid price.
- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to Alternates and bid price adjustments.

**OFFER ACCEPTANCE/REJECTION**

**8.01 DURATION OF OFFER**

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of Ninety (90) days after the bid closing date.

**8.02 ACCEPTANCE OF OFFER**

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Landscape Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

**SECTION 004000  
PROCUREMENT FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

**1.02 CONTACT LANDSCAPE ARCHITECT FOR FILLABLE TEMPLATES OF ALL CONFLUENCE FORMS. FORMS ATTACHED ARE EXAMPLES.**

**1.03 FORMS**

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in the procurement requirements.
- B. Substitution Request Form (During Procurement): CONFLU J101 FORM.
- C. Bid Form: Section 004100 - Bid Form.
- D. Procurement Form Supplements:
  - 1. Proposed Schedule of Values Form: CONFLU K103 FORM.
  - 2. Proposed Construction Schedule Form: CONFLU K102 FORM.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**SECTION 004100  
BID FORM**

**THE PROJECT AND THE PARTIES**

**1.01 TO:**

- A. Chico Area Recreation & Park District (CARD)  
545 Vallombrosa Ave,  
Chico, CA 95926

**1.02 FOR:**

- A. Project: Chico Aquatic and Recreational Facility
  - 1. 13301 GARNER LN, CHICO CA 95973
- B. Confluence Project Number: 23030 CH

**1.03 DATE: \_\_\_\_\_ (BIDDER TO ENTER DATE)**

**1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)**

- A. Bidder's Full Name \_\_\_\_\_
  - 1. Address \_\_\_\_\_
  - 2. City, State, Zip \_\_\_\_\_

**1.05 OFFER (BIDDER TO ENTER INFO)**

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by CONFLUENCE, INC. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
- C. We have included the required performance assurance bonds in the Bid Amount as required by the Instructions to Bidders.
  - 1. The cost of the required performance assurance bonds is \_\_\_\_\_ dollars  
(\$ \_\_\_\_\_), in lawful money of the United States of America.
- D. All applicable federal taxes are included and State of CALIFORNIA taxes are included in the Bid Sum.

**1.06 ACCEPTANCE**

- A. This offer shall be open to acceptance and is irrevocable for Ninety (90) days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
  - 1. Execute the Agreement within seven days of receipt of Notice of Award.
  - 2. Furnish the required bonds within seven days of receipt of Notice of Award.
  - 3. Commence work Upon, but not before, written receipt of a Notice to Proceed.
- C. If this bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bond(s), the security deposit shall be forfeited as damages to Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.
- D. In the event our bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

**1.07 CONTRACT TIME**

- A. If this Bid is accepted, we:

1. will Substantially Complete the Project by September 30, 2026.
2. hereby acknowledge and confirm that we and our subcontractors accept that liquidated damages will be assessed at the rate of \$1,000 per calendar day for each day beyond the Completion date specified in the primary Owner-Contractor Agreement.

**1.08 CHANGES TO THE WORK (BIDDER TO ENTER INFO)**

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
  1. \_\_\_\_\_ percent overhead and profit on the net cost of our own Work;
- B. On work deleted from the Contract, our credit to Owner shall be Architect-approved net cost plus \_\_\_\_\_ of the overhead and profit percentage noted above.

**1.09 ADDENDA (BIDDER TO ENTER INFO)**

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
  1. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  2. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  3. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  4. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.
  5. Addendum # \_\_\_\_\_ Dated \_\_\_\_\_.

**1.10 BID FORM SUPPLEMENTS**

- A. The following Supplements are attached to this Bid Form and are considered an integral part of this Bid Form:
  1. Document 004322 - Unit Prices Form: Include a listing of unit prices specifically requested by Contract Documents and described in Section 01 22 00 - Unit Prices.
  2. Document 004323 - Alternates Form: Include the cost variations to the Bid Sum applicable to the Work as described in Section 01 23 00 - Alternates.

**1.11 EVIDENCE OF QUALIFICATIONS**

- A. I/we certify that we have included a document for proof of Financial Position. **NO / YES**
- B. I/we certify that we have included proof of Licensing and have a valid contractor's license to perform work in the State of California and the City of Chico. **NO / YES**
- C. I/we certify that we have included proof of Project Experiences **NO / YES**
  1. Project Name: \_\_\_\_\_  
Contact (name, phone): \_\_\_\_\_
  2. Project Name: \_\_\_\_\_  
Contact (name, phone): \_\_\_\_\_
  3. Project Name: \_\_\_\_\_  
Contact (name, phone): \_\_\_\_\_
- D. I/We certify that no liquidated damages have been imposed on our company for any project in the last five (5) years. **NO / YES**
  1. If YES, attach a letter on company letterhead explaining the circumstances.
- E. I/We certify that our company has not been involved in litigation related to contract performance in the past five (5) years. **NO / YES**
  1. If YES, attach a letter on company letterhead explaining the circumstances.

**1.12 BID FORM SIGNATURE(S) (BIDDER TO INFO)**

- A. The Corporate Seal of
- B. \_\_\_\_\_
- C. (Bidder - print the full name of your firm)
- D. was hereunto affixed in the presence of:
- E. \_\_\_\_\_

F. (Authorized signing officer, Title)

G. (Seal)

H. \_\_\_\_\_

I. (Authorized signing officer, Title)

**SECTION 004322  
 UNIT PRICES FORM**

**PARTICULARS**

1.01 THE FOLLOWING IS THE LIST OF UNIT PRICES REFERENCED IN THE BID SUBMITTED BY:

1.02 (BIDDER) \_\_\_\_\_

1.03 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.

**UNIT PRICE LIST**

**2.01 UNIT PRICE SCHEDULE**

<b>UNIT PRICES</b>			
<b>THESE UNIT PRICES ARE FOR CHANGING QUANTITIES OF WORK ITEMS FROM THOSE INDICATED BY THE CONTRACT DRAWINGS UPON WRITTEN INSTRUCTIONS FROM THE LANDSCAPE ARCHITECT ONLY. THE FOLLOWING UNIT PRICES SHALL PREVAIL IF CHANGES TO THE WORK ARE REQUESTED.</b>			
<b>ITEM</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>UNIT BID PRICE</b>
1	TREE REMOVAL	EA	\$
2	FENCE AND GATE REMOVAL	LF	\$
3	EXCAVATION AND REMOVAL OF UNSUITABLE SOIL	CY	\$
4	BACKFILL AND COMPACTION	CY	\$
5	CAST-IN-PLACE CONCRETE	CY	\$
6	TRENCHING FOR UTILITIES	LF	\$
7	BURIED DETENTION AGGREGATE	CY	\$
8	ASPHALT PAVING	SY	\$
9	IRRIGATION SYSTEM	LF	\$
10	TOPSOIL AND SOIL AMENDMENTS	CY	\$
11	HYDROSEEDING	SF	\$
12	SYNTHETIC TURF	SF	\$
13	LANDSCAPE BOULDERS	EA	\$
14	LANDSCAPE STEEL EDGING	LF	\$
15	HARDWOOD MULCH	CY	\$
16	COBBLE MULCH	CY	\$
17	STABILIZED CRUSHED STONE	SF	\$
18	DRAINAGE FABRIC	SY	\$
19	GRASSPAVE2	SF	\$
20	PERMANENT PERIMETER CHAIN LINK FENCE	LF	\$
21	PERMANENT STORAGE BAYS CHAIN LINK FENCE	LF	\$
22	TEMPORARY FENCING/SITE SECURITY	LF	\$
23	EROSION CONTROL MEASURES	LF	\$
23			



**SECTION 004323  
ALTERNATES FORM**

**PARTICULARS**

**1.01 THE FOLLOWING IS THE LIST OF ALTERNATES REFERENCED IN THE BID SUBMITTED BY:**

**1.02 (BIDDER) \_\_\_\_\_**

**1.03 DATED \_\_\_\_\_ AND WHICH IS AN INTEGRAL PART OF THE BID FORM.**

**ALTERNATES LIST**

**2.01 THE FOLLOWING AMOUNTS SHALL BE ADDED TO OR DEDUCTED FROM THE BID AMOUNT. REFER TO SECTION 012300 - ALTERNATES.**

**ALTERNATE # 1: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 2: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 3: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 4: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 5: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 6: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 7: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 8: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 9: ADD / (DEDUCT) \$ \_\_\_\_\_**

**ALTERNATE # 10: ADD / (DEDUCT) \$ \_\_\_\_\_**

**SECTION 005000  
CONTRACTING FORMS AND SUPPLEMENTS**

**PART 1 GENERAL**

**1.01 CONTRACTOR IS RESPONSIBLE FOR OBTAINING A VALID LICENSE TO USE ALL COPYRIGHTED DOCUMENTS SPECIFIED BUT NOT INCLUDED IN THE PROJECT MANUAL.**

**1.02 CONTACT LANDSCAPE ARCHITECT FOR FILLABLE TEMPLATES OF ALL CONFLUENCE FORMS. FORMS ATTACHED ARE EXAMPLES.**

**1.03 PROCORE.COM'S BUILT-IN FORMS ARE ACCEPTABLE EQUIVALENTS FOR CONFLUENCE FORMS.**

**1.04 AGREEMENT AND CONDITIONS OF THE CONTRACT**

A. See Section 005200 - Agreement Form for the Agreement and General Conditions.

**1.05 FORMS**

A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

B. Bond Forms:

1. Bid Bond Form: CONFLU J102 FORM.

C. Post-Award Certificates and Other Forms:

1. Submittal Transmittal Letter Form: CONFLU K100 FORM.

2. Certificate of Insurance Form: ACORD Certificate of Insurance 25.

3. Schedule of Values Form: CONFLU K701 FORM.

4. Application for Payment Form: CONFLU K700 FORM.

5. Construction Schedule Form: CONFLU K102 FORM.

6. Subcontractor List Form: CONFLU K101 FORM.

D. Clarification and Modification Forms:

1. Request for Interpretation (RFI) Form: CONFLU K301 FORM.

2. Substitution Request Form (During Construction): CONFLU K302 FORM.

3. Request for Proposal Form: CONFLU K401 FORM.

4. Change Order Form: CONFLU K402 FORM.

E. Closeout Forms:

1. Certificate of Substantial Completion Form: CONFLU K502 FORM.

2. Certificate of Completion Form: CONFLU K504 FORM.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**



**SUBSTITUTION REQUEST (DURING PROCUREMENT):**  
**FORM J101 – SUBSTITUTION REQUEST**

PROJECT NAME:	_____	REQUEST #:	_____
	_____	FROM:	_____
TO:	_____	DATE:	_____
	_____	A/E PROJECT #:	_____
RE:	_____	CONTRACT FOR:	_____
SPEC NAME:	_____	DESCRIPTION:	_____
SECTION:	_____	ARTICLE:	_____
PAGE:	_____	PARAGRAPH:	_____
PROPOSED SUBSTITUTION:	_____		
MANUFACTURER:	_____	ADDRESS:	_____
TRADE NAME:	_____	CITY, ST ZIP	_____, _____
PHONE:	_____	MODEL NUMBER:	_____

*Submitters are expected to provide complete and accurate data, clearly identifying all relevant sections of the documentation to facilitate evaluation. They should include a narrative detailing any necessary changes to the contract documents to accommodate the substitution and confirm that the proposal aligns with all project requirements without introducing delays or additional costs. All submissions must be delivered to the Landscape Architect or approving authority within the specified timeframe, ensuring that the proposal is thorough and well-supported.*

**PART 1 - THE SUBMITTER CERTIFIES:**

- The proposed substitution has been thoroughly evaluated and meets or exceeds the quality, performance, and characteristics of the specified product.
- An equivalent warranty will be provided for the proposed substitution, comparable to the specified product's warranty.
- Identical maintenance services and replacement part availability, where applicable, are assured for the proposed substitution.
- The proposed substitution will not negatively impact other trades or delay the project schedule.
- The proposed substitution maintains all required dimensions and functional clearances.
- Any additional costs related to adjustments in building design, including design, detailing, and construction expenses arising from the substitution, will be covered.

**PART 2 - CONTRACT CHANGE NARRATIVE, IF APPLICABLE:**

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**PART 3 – SIGNATURE:**

SUBMITTED BY: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

**PART 4 - A/E REVIEW AND ACTION:**

- Substitution approved - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution approved as noted - Make submittals in accordance with Specification Section 01 25 00 Substitution Procedures.
- Substitution rejected – Not approved.
- Substitution Request received too late – Not Approved.

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Supporting Data Attached:

- DRAWINGS  PRODUCT  DATA  SAMPLES  TESTS  REPORTS  OTHER

**END J101**



**BID BOND FORM  
FORM J103 - BOND**

The CONSTRUCTOR, \_\_\_\_\_ has submitted a Bid to the OWNER, \_\_\_\_\_ (the "OWNER") for the \_\_\_\_\_ (the "Project") in accordance with the Bidding Documents, including Drawings and Specifications prepared by **CONFLUENCE, INC.** (the "DESIGN PROFESSIONAL").

By virtue of this Bid Bond (the "Bond"), the CONSTRUCTOR as Principal and \_\_\_\_\_ as Surety ("Surety"), are bound to the OWNER as Obligee in the maximum amount \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (the "Bond Sum"). The CONSTRUCTOR and Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein.

1. If the Obligee shall accept the bid of the CONSTRUCTOR, the CONSTRUCTOR shall enter into an Agreement with the Obligee in accordance with the terms of such Bid.
2. CONSTRUCTOR shall procure such bond or bonds as are specified in the Contract Documents for the faithful performance of the Work and for the prompt payment of labor and materials furnished in the performance of the Work.
3. If the CONSTRUCTOR fails to enter such Agreement and give such bonds, the CONSTRUCTOR shall pay to the Obligee the difference between the amount of CONSTRUCTOR's bid and the amount of such agreement the Obligee in good faith executed with another Party to perform the Work covered by CONSTRUCTOR's Bid, not to exceed the Bond Sum stated above.
4. If the CONSTRUCTOR shall fulfill its obligation under Articles 1 through 3, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

This Bond is entered into as of \_\_\_\_\_ (date)

SURETY: \_\_\_\_\_ (seal)

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ (Attach Power of Attorney)

Witness: \_\_\_\_\_

CONSTRUCTOR: \_\_\_\_\_ (seal)

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_ (Attach Power of Attorney)

Witness: \_\_\_\_\_

(Additional signatures, if any, appear on the attached page)

**END J102**

**ADDENDUM #001  
FORM J200 – BID ADDENDUM COVER SHEET**

DATE: XX-XX-2021

PROJECT: Full Project Name PROJECT #: 00000

LOCATION: City, State

OWNER: \_\_\_\_\_ BID REQUEST #: 00000

CONSULTANT: Confluence

CONTACT: Full Name  
Street Address  
City, ST ZIP  
Email@thinkconfluence.com  
phone

BID SUBMISSION: Sealed bids shall be received by \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, not later than \_\_\_\_\_ AM/PM, on \_\_\_\_\_, 20##.

This Addendum forms a part of the Contract Documents and is issued prior to receiving bids for the project. The addendum modifies the original bidding documents dated **January ##, 20##** with amendments and additions noted below. The bidder shall note receipt and make acknowledgement of this addendum on the Bid Proposal, incorporating these provisions in the bid. All items in conflict with this addendum are hereby deleted.

**This Addendum consists of X page(s), not including attachments.**

ATTACHMENTS: List Attachments here.

**Product Approvals**

1. Item one
  - a. Sub point
2. Item two
  - a. Sub point

**Project Manual**

1. Item one
  - a. Sub point
2. Item two
  - a. Sub point

**Drawings**

1. Item one
  - a. Sub point
  
2. Item two
  - a. Sub point

**End J200 – Addendum # 001**

EXAMPLE FORM

**SUBMITTAL TRANSMITTAL:  
FORM K100 - SUBMITTAL COVER SHEET**

SUPPLIER: \_\_\_\_\_ LOCATION: \_\_\_\_\_  
 PROJECT: \_\_\_\_\_ DATE: \_\_\_\_\_  
 \_\_\_\_\_ A/E PROJECT #: \_\_\_\_\_

**PART 1 - INFORMATION**

TO (CONTRACTOR): \_\_\_\_\_ DATE: \_\_\_\_\_  
 FROM \_\_\_\_\_  
 (SUBCONTRACTOR): \_\_\_\_\_ SUBMITTAL NO: \_\_\_\_\_  
 BY: \_\_\_\_\_ RESUBMISSION: \_\_\_\_\_

QTY	REFERENCE, NUMBER	TITLE, DESCRIPTION, MANUFACTURER	SPEC. SECTION, PARAGRAPH, DRAWING DETAIL REFERENCE

- Submitted for review and approval
- Resubmitted for review and approval
- Substitution involved - Substitution request attached (use Form CONFLU J101)
- If substitution involved, submission includes point-by-point comparative data or preliminary details
- Complies with contract requirements
- Will be available to meet construction schedule
- Items included in submission will be ordered immediately upon receipt of approval
- A/E review time included in construction schedule
- Other



**PART 2 – GENERAL CONTRACTOR REVIEW**

TO (A/E): \_\_\_\_\_ ATTN: \_\_\_\_\_  
FROM (CONTRACTOR): \_\_\_\_\_ DATE REC'D BY \_\_\_\_\_  
BY: \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
DATE TRNSMT'D \_\_\_\_\_  
BY CONTRACTOR: \_\_\_\_\_

- Approved
- Approved as noted
- Revise / Resubmit
- Rejected / Resubmit
- One copy retained by sender

**PART 3 – DESIGN TEAM REVIEW**

TO (CONTRACTOR): \_\_\_\_\_ ATTN: \_\_\_\_\_  
FROM (A/E): \_\_\_\_\_ DATE REC'D BY \_\_\_\_\_  
BY: \_\_\_\_\_ A/E: \_\_\_\_\_  
DATE TRNSMT'D \_\_\_\_\_  
BY CONTRACTOR: \_\_\_\_\_

- Approved
- Approved as noted
- Revise / Resubmit
- Rejected / Resubmit
- No action taken or required
- Not required for review
- Provide file copy with corrections identified
- Reproducible copies only returned
- Point-by-point comparative data required to complete approval process
- Submission Incomplete / Resubmit
- Other
- One copy retained by sender

**PART 4 - RECORD**

TO (A/E): \_\_\_\_\_ ATTN: \_\_\_\_\_  
FROM \_\_\_\_\_ DATE REC'D BY \_\_\_\_\_  
(CONTRACTOR): \_\_\_\_\_ CONTRACTOR: \_\_\_\_\_  
BY: \_\_\_\_\_ DATE TRNSMT'D \_\_\_\_\_  
BY CONTRACTOR: \_\_\_\_\_

**Copies:**

- OWNER  CONSULTANTS  ONE COPY RETAINED BY SENDER  OTHER

**END K100**



**SUBCONTRACTOR LIST**  
**FORM K101 – SUBCONTRACTOR LIST**

*THIS FORM SHALL BE SUBMITTED BY CONSTRUCTOR WITHIN 15 DAYS AFTER RECEIPT OF NOTICE OF AWARD.*

PROJECT NAME: \_\_\_\_\_ PROJECT #: \_\_\_\_\_

PRIME CONTRACTOR: \_\_\_\_\_ ISSUE DATE: YYYY-MM-DD

The below-listed subcontractors will be employed on the above project:

#	COMPANY NAME & ADDRESS	WORK/SCOPE	REPRESENTATIVE NAME	EMAIL	PHONE
1					
2					
3					
4					

SENT BY: \_\_\_\_\_

NAME: Your Name  
Title

**END K101**

# CONSTRUCTION SCHEDULE

CONFLU K102 - PROPOSED CONSTRUCTION SCHEDULE

**NOTE TO CONTRACTOR:**  
CONTRACTOR IS APPROVED TO USE ANOTHER FROM IF NEEDED.  
Delete Box Before Use

Project Start:

CONTRACTOR FIRM NAME HERE

15	22	29	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	31	7	14	21							
Ap	Ap	Ap	Ma	Ma	Ma	Ma	Ju	Ju	Ju	Ju	Ju	Ju	Ju	Ju	Ju	Au	Au	Au	Au	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	Se	
25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25	25

TASK DESCRIPTION	START	END	COLOR	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54
<b>SCOPE 1</b>	4/15/2025	10/31/2026																																																							
Task 1	2/15/2025	8/15/2025	B																																																						
Task 2	8/15/2025	11/15/2025	G																																																						
Task 3	5/1/2025	10/1/2025	B																																																						
Task 4	6/1/2025	6/1/2025	X																																																						
Task 5	2/25/2025	7/25/2025	G																																																						
Task 6	7/25/2025	3/25/2026	B																																																						
Milestone A	4/1/2025	4/1/2025	X																																																						
<b>SCOPE 2</b>																																																									
Task 1	5/7/2025	5/28/2025																																																							
Task 2	5/28/2025	6/18/2025	P																																																						
Task 3	6/18/2025	7/9/2025	O																																																						
Task 4	7/9/2025	7/30/2025	Y																																																						
Task 5	7/30/2025	8/20/2025	R																																																						
Task 6	8/20/2025	10/31/2026	G																																																						
Insert new rows ABOVE this one to keep formulas																																																									

EXAMPLE FORM

**PRECONSTRUCTION MEETING AGENDA (OR MEMO)**  
**FORM K101 – PRE-CON MEETING**

PROJECT:	<u>Project Name</u>	PROJECT #:	<u>00000</u>
DATE / TIME:	<u>XX-XX-2021 / X:XX am</u>	LOCATION:	<u>Project Site</u>
OWNER:	<u>Entity Name</u>	CONSULTANT:	<u>Confluence</u>
CONTACT:	Full Name Street Address City, ST ZIP Email phone	CONTACT:	Your Name 524 N Main Avenue, Suite 201 Sioux Falls, SD 57104 <a href="mailto:you@thinkconfluence.com">you@thinkconfluence.com</a> phone
CONTRACTOR:	<u>Entity Name</u>	SUB CONSULTANT:	<u>Entity Name</u>
CONTACT:	Full Name Street Address City, ST ZIP Email phone	CONTACT:	Full Name Street Address City, ST ZIP Email phone

*Comments, additions or corrections to this memo should be communicated in writing to Confluence within seven (7) days of issuance. If no comments are received within that period, this memo will be assumed accurate and filed as part of the permanent record for this project.*

COPY:

Instructions: this agenda provides a guideline for discussion items in preconstruction meetings. Items should be deleted/modified if they do not apply to the project. All discussion notes from the Preconstruction Meeting shall be added to create the meeting minutes. Meeting minutes shall be sent to all attendees along with a copy of the attendance roster, subcontractor list, supplier list and contractor's schedule.

1. Attendance
  - Distribute Attendance Roster
  - Introductions
2. Subcontractors
  - Information to be provided by Contractor on from CONFLU K101 prior to meeting
  - Earthwork:
  - Concrete:
  - Masonry:

Fence:  
Landscape:  
Add/subtract/revise as necessary

3. Construction Schedule and Sequencing
  - a. Review of Project Phasing and Work Schedule provided by Contractor
  - b. Contract Requirements
    - i. Contract Date:
    - ii. Anticipated Contractor Start Date:
    - iii. Substantial Completion Date:
    - iv. Calendar/Working Day Requirement?
    - v. Substantial Completion Requirements: Define as necessary
    - vi. Liquidated Damages
4. Contract Requirements
  - a. Notes about bonding if necessary
  - b. Building Permits
  - c. Certificates of Insurance
  - d. Project inspection notes as applicable
5. Temporary Facilities and Controls
  - a. Project specific notes about construction staging, traffic control, pedestrian traffic control, parking, road closures, etc. would go in this section.
  - b. Temporary restrooms
  - c. Temporary utilities
6. Construction Staking
  - a. will provide all construction staking. 24-hour notice is required for construction staking.  
Contact info
7. Quality Assurance Testing (Compaction/Moisture Content/Concrete, etc.).
  - a. will provide soils and concrete testing.
  - b. Contractor shall provide 24-hour notice for all testing with 1-hour confirmation for concrete pours.
  - c. Project specific notes about failures and retesting, etc.
8. Required Submittals and Shop Drawings
  - a. Required Submittals
  - b. Required/Preferred submittal method: Submittal Exchange/Procore/Email PDF, etc.
9. Utility Coordination
  - a. The contractor is responsible for all utility locations. Utility One Call Service: 811
  - b. Discuss all utility conflicts and relocations
  - c. Utility Contacts:  
Water  
Sewer

Add/Delete as applicable to the project.

Project specific utility notes. Mention any private utilities that will not fall under locate services such as parking lot lighting and irrigation

10. Coordination with Adjacent Land Owners

11. Equipment and Materials

- a. Contractor shall submit a list of materials suppliers at the Preconstruction Meeting
- b. Furnish equipment, components, and materials as named in the specifications. Requests for product substitutions shall be considered only under circumstances outlined in the specifications.

12. Critical Issues

- a. Discuss items that are unusual or especially important on this project.

13. Discussion of Plans

- a. List items that are unusual or especially important on this project.

14. Interpretation of Documents

- a. Submit a written Request for Information (RFI) for clarification for the following
  - i. If discrepancies occur between Drawings and Specifications.
  - ii. If the Contractor encounters site conditions that differ from those in the contract document.

15. Changes to the Contract

- a. If any out of scope work is required or requested, the cost of said work must be agreed upon in writing prior to commencement of the work.
- b. The Owner, through the Architect, may request changes or additional work using Proposal Requests (PR). Construction Change Orders (CCO) shall be approved in writing prior to performing the work.
- c. Changes in the work without anticipated time or cost implication will be issued as Supplemental Instructions (SI).
- d. On Unit Price projects minor additions/subtractions may be made at current unit prices without the use of a Construction Change Order.

16. Contractor Payment

- a. Pay requests shall be made (list time frame here)
- b. Final Payment will be made in accordance with the General Conditions.

17. Project Meetings

- a. Determine frequency and location of project construction meetings  
Next meeting date:

18. Safety

- a. The Contractor is responsible for safety on the project, for employees, subcontractors and the general public.
- b. The Contractor shall provide safe access on the project for the Construction Inspector.

c. Contractor's Personal Protective Equipment (PPE) Requirements?

19. Project Close Out Procedures

a. Project specific requirements on inspections, final payment and warranty.

SENT BY: \_\_\_\_\_

NAME:     Name  
          Title

**END K200**

EXAMPLE FORM



**CONSTRUCTION MEETING AGENDA (OR MEMO) # 001**  
**FORM K201 – CONSTRUCTION MEETING**

PROJECT:	<u>Project Name</u>	PROJECT #:	<u>00000</u>
DATE / TIME:	<u>XX-XX-2021 / 0:00 am</u>	LOCATION:	<u>Confluence</u>
RE:	<u>Subject</u>		
ATTENDEES:	<u>Client One</u>	<u>Client Two</u>	
	<u>Or delete these rows and attach a</u>	<u>Completed meeting attendance roster</u>	
COPY:	<u>All Present</u>		

*Comments, additions or corrections to this memo should be communicated in writing to Confluence within seven (7) days of issuance. If no comments are received within that period, this memo will be assumed accurate and filed as part of the permanent record for this project.*

NOTES / DISCUSSION:

Text Here. Some of the categories below may be relevant to your project, revise/add as necessary.

1. Construction Activities
  - a. What's up
2. Upcoming Work Scheduled
  - a. Detailed info
3. Stormwater Pollution Prevention Issues
  - a. None
4. Phasing/Traffic Control
  - a. Any issues?
5. Coordination
6. Other

On small projects with regular construction meetings it may be easier to keep track of the following items in the construction meeting notes. On larger projects you may want to use a separate spreadsheet. Suggest graying out old items and keeping text for active items black. Delete if not used.



ACTION ITEM LOG

ITEM NO.	DESCRIPTION	ORIGINATION DATE	STATUS	RESPONSIBLE PARTY	COMPLETION DATE
01	Item description	00/00/19	Pending	Confluence	00/00/19
01	Item description	00/00/19	Pending	Confluence	00/00/19

SHOP DRAWING LOG

ITEM NO.	DESCRIPTION	ORIGINATION DATE	SUBMITAL TYPE	RETURN DATE	ACTION
01	Item description	00/00/19	SD	00/00/19	No Exceptions
01	Item description				

SUBMITTAL TYPE: PD = PRODUCT DATA / SD = SHOP DRAWING / SA = SAMPLES / OTHER (DESCRIBE)

REQUEST FOR INFORMATION (RFI) LOG

ITEM NO.	DESCRIPTION	ORIGINATION DATE	STATUS	RESPONSIBLE PARTY	COMPLETION DATE
01	Item description	00/00/19	Pending	Confluence	00/00/19
01	Item description	00/00/19	Pending	Confluence	00/00/19

SUPPLEMENTAL INSTRUCTION (SI) LOG

ITEM NO.	DESCRIPTION	ORIGINATION DATE	STATUS	RESPONSIBLE PARTY	COMPLETION DATE
01	Item description	00/00/19	Pending	Confluence	00/00/19
01	Item description	00/00/19	Pending	Confluence	00/00/19

PROPOSAL REQUEST (PR) LOG

ITEM NO.	DESCRIPTION	ORIGINATION DATE	PROPOSAL DATE	COST PROPOSAL	ACTION TAKEN	CCO NO
01	Item description	00/00/19	00/00/19	\$5000.00	Approved 00/00/19	01
01	Item description	00/00/19	00/00/19	\$5000.00	Approved 00/00/19	01

WEATHER SUMMARY FOR WORK PERIOD

Some projects may require documenting daily weather conditions, you may include on construction meeting notes.

<https://w2.weather.gov/climate/index.php?wfo=fsd>

STATION: SIOUX FALLS  
 MONTH: DECEMBER  
 YEAR: 2018  
 LATITUDE: 43 34 N  
 LONGITUDE: 96 44 W

TEMPERATURE IN F:					:PCPN:			SNOW:		WIND			:SUNSHINE:			SKY		:PK WND	
1	2	3	4	5	6A	6B	7	8	9	10	11	12	13	14	15	16	17	18	
12Z													AVG		MX		2MIN		
DY	MAX	MIN	AVG	DEP	HDD	CDD	WTR	SNW	DPTH	SPD	SPD	DIR	MIN	PSBL	S-S	WX	SPD	DR	
1	33	29	31	7	34	0	0.21	0.7	0	22.1	32	40	M	M	10	169	44	40	
2	31	24	28	4	37	0	0.04	0.5	1	17.8	31	10	M	M	10	19	44	20	
3	25	22	24	1	41	0	T	T	1	8.5	14	340	M	M	10	6	19	340	
4	29	21	25	2	40	0	T	T	1	5.6	12	270	M	M	10		17	280	
5	33	17	25	3	40	0	0.00	0.0	1	9.0	20	350	M	M	4		25	360	
6	24	17	21	-1	44	0	0.01	0.1	1	5.5	15	360	M	M	10	1	20	360	
7	29	11	20	-1	45	0	T	T	1	5.4	12	200	M	M	3		17	240	
8	27	8	18	-3	47	0	0.00	0.0	1	9.1	20	180	M	M	5	1	26	170	
9	26	13	20	-1	45	0	0.00	0.0	1	6.0	15	180	M	M	5	1	20	180	
10	32	12	22	2	43	0	0.00	0.0	1	4.5	13	200	M	M	6	12	15	200	
11	31	10	21	1	44	0	0.01	0.1	1	3.7	12	300	M	M	5	1	17	300	
12	34	26	30	10	35	0	T	T	1	6.6	13	100	M	M	8	12	18	310	
13	43	21	32	13	33	0	T	T	T	5.4	17	360	M	M	4	14	21	330	
14	46	19	33	14	32	0	0.00	0.0	T	3.3	9	200	M	M	1		13	210	
15	47	19	33	14	32	0	0.00	0.0	0	7.9	24	200	M	M	2		36	200	
16	49	22	36	17	29	0	0.00	0.0	0	7.0	14	310	M	M	2		21	320	
17	47	19	33	15	32	0	0.00	0.0	0	10.2	20	160	M	M	1		26	160	
18	44	28	36	18	29	0	0.00	0.0	0	5.8	18	190	M	M	6		23	200	
19	47	24	36	18	29	0	T	0.0	0	8.2	22	330	M	M	7	12	30	330	
20	42	23	33	15	32	0	0.00	0.0	0	14.3	28	340	M	M	5		34	340	
21	30	21	26	8	39	0	T	T	0	7.4	18	130	M	M	9	12	24	150	
22	41	28	35	18	30	0	0.00	0.0	0	11.4	25	310	M	M	7	1	35	320	
23	34	14	24	7	41	0	0.00	0.0	0	8.1	17	310	M	M	3		25	280	
24	38	16	27	10	38	0	0.00	0.0	0	8.1	16	120	M	M	5		21	150	
25	33	26	30	13	35	0	T	0.0	0	7.8	14	60	M	M	10	16	18	60	
26	37	27	32	15	33	0	0.50	1.2	0	13.7	25	110	M	M	10	146	37	120	
27	37	17	27	10	38	0	0.40	3.4	T	15.1	33	340	M	M	10	129	42	330	
28	17	-4	7	-10	58	0	T	0.1	3	17.0	31	340	M	M	8	19	42	340	
29	22	-7	8	-9	57	0	0.00	0.0	3	9.2	18	200	M	M	0		27	190	
30	34	20	27	10	38	0	0.00	0.0	3	9.0	15	200	M	M	6		22	210	
31	33	0	17	0	48	0	0.06	1.1	3	18.5	30	350	M	M	10	9	41	10	
SM	1075	543			1198	0	1.23		7.2	291.2			M		192				
AV	34.7	17.5								9.4	FASTST		M	M	6	MAX(MPH)			
										MISC	---->	# 33 340				# 44	40		

SENT BY: \_\_\_\_\_

NAME: Name  
 Title

**END K201**



SUPPLEMENTAL INSTRUCTION # 001  
FORM K300 - SI

ATTENTION:	_____	DATE:	YYYY-MM-DD _____
COMPANY:	_____	PROJECT:	_____
ADDRESS:	_____	PROJECT #:	_____
CITY/STATE/ZIP:	_____	ATTACHMENT:	_____
EMAIL:	_____	# OF PAGES:	_____
COPY:			

*Per the General Conditions, the work listed in this Supplemental Instruction shall be completed in accordance with the Contract Documents without change in Contract Sum or Project Time.*

DESCRIPTION:

ITEM NO.1: Description of adjustment to construction drawing or specifications to be here here.

ITEM NO 2:

SENT BY: \_\_\_\_\_

NAME: Name  
Title

**END K300**

## REQUEST FOR INFORMATION/INTERPRETATION FORM K301 – RFI

PROJECT NAME:	_____	RFI #:	###
PROJECT #::	_____	ISSUE DATE:	YYYY-MM-DD
PRIME CONTRACTOR	_____	REQ RETURN:	YYYY-MM-DD
FROM:	Contractor Name	TO:	A/E
SUBJECT:	Title	CO AUTHOR	Sub?

### INSTRUCTIONS TO CONTRACTOR:

*Form should be used by the contractor to address any discrepancies, unclear details, or missing information within the contract documents. It is essential to clearly identify the subject of the inquiry and provide a concise, specific description of the information being requested, including references to relevant sections of the project manual, drawings, or specifications. The completed form must be submitted to the designated reviewer following the established communication protocols, allowing adequate time for review and response to avoid unnecessary delays.*

### PART 1 – REFERENCE

### PART 2 – REQUEST

### PART 3 – SUGGESTION

### PART 4 – ANSWER

- Suggestion Approved.  
 Suggestion Not Approved. See comment.

### COMMENT:

ANSWERED BY: \_\_\_\_\_

NAME: A/E Name  
 Title

**END K301**



**SUBSTITUTION REQUEST (DURING CONSTRUCTION):  
FORM K302 - SUBSTITUTION REQUEST**

PROJECT NAME:	_____	REQUEST #:	_____
	_____	FROM:	_____
TO:	_____	DATE:	_____
	_____	A/E PROJECT #:	_____
RE:	_____	CONTRACT FOR:	_____
SPEC NAME:	_____	DESCRIPTION:	_____
SECTION:	_____	ARTICLE:	_____
PAGE:	_____	PARAGRAPH:	_____
PROPOSED SUBSTITUTION:	_____		
MANUFACTURER:	_____	ADDRESS:	_____
TRADE NAME:	_____	CITY, ST ZIP	_____, _____
PHONE:	_____	MODEL NUMBER:	_____

*This form is to be used for requesting substitutions after award and the project has commenced construction. All proposals must adhere to the specified substitution procedures outlined in the project contract.*

**PART 1 - THE SUBMITTER CERTIFIES:**

Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product. Same warranty will be furnished for proposed substitution as for specified product. Same maintenance service and source of replacement parts, as applicable, is available. Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule. Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived. Proposed substitution does not affect dimensions and functional clearances. Payment will be made for changes to building design, including A/E design, detailing, and construction costs caused by the substitution. Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

**PART 2 - CONTRACT CHANGE NARRATIVE:**

*Provide a detailed narrative explaining changes to any construction schedules, coordination requirements, or additional costs resulting from this substitution request.*

- 1) Differences between proposed substitution and specified product:

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2) Reason for not providing specified item:

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3) Proposed substitution affects other parts of Work:

- No  
 Yes: Explain

---

---

4) Savings to Owner for accepting substitution: \_\_\_\_\_ (\$ \_\_\_\_\_)

5) Proposed substitution changes Contract Time:

- No  
 Yes [Add] [Deduct] \_\_\_\_\_ days.

*NOTE: Acceptance of substitution request by the Landscape Architect will require the Contractor to submit a change order request in accordance with the General Conditions of the Contract. **Should the Owner reject the change order request, the Substitution Request is therefore rejected, and the Contractor must comply with the requirements of the Contract Documents as if the request was rejected by the Landscape Architect.***

**PART 3 – SUBMITTER SIGNATURE:**

SUBMITTED BY: \_\_\_\_\_  
SIGNED BY: \_\_\_\_\_  
FIRM: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_

**PART 4 - A/E REVIEW AND ACTION:**

- Substitution Approved  
 Substitution Approved as Noted  
 Substitution Rejected  
 Substitution Rejected, Request Received Too Late

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Supporting Data Attached:

- DRAWINGS  PRODUCT  DATA  SAMPLES  TESTS  REPORTS  OTHER

**END K302**



**REQUEST FOR PROPOSAL FORM  
FORM K401 – PR**

ATTENTION:	_____	PR #:	_____
COMPANY:	_____	DATE:	YYYY-MM-DD
ADDRESS:	_____	PROJECT:	_____
CITY/STATE/ZIP:	_____	PROJECT #:	_____
	_____	# OF PAGES:	_____

*Please submit an itemized quotation for changes to the Contract Sum and/or Time incidental to proposed modifications to the Contract Documents described herein. All conditions of the Contract shall apply to this Change unless specifically stated otherwise. The monetary and time compensation provided by this Change fully compensate the CONSTRUCTOR for the work covered by the change and for the accumulated effect that this change has on the entire scope of the work.*

*THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN. If accepted, a Change Order (CO) will be issued.*

**PART 1 – DESCRIPTIONS:**

- ITEM NO.1: Description of adjustment to construction drawing or specifications to be here.
- ITEM NO 2: Add more lines as needed.
- ITEM NO 3: Add more lines as needed.

**PART 2 – CONTRACTOR PRICE:**

Net Amount of This Proposed Change (Add) (Deduct) (No Change) \_\_\_\_\_

Net Change in Calendar Days Due to Proposed Change (Add) (Deduct) (No Change) \_\_\_\_\_

CONSTRUCTOR SIGNATURE

SIGNED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**PART 3 - A/E REVIEW AND ACTION:**

- Recommend Acceptance
- DO NOT Recommend Acceptance
- Revise Based on Comments
- Other

A/E SIGNATURE

SIGNED BY:

DATE:

**PART 4 - OWNER REVIEW AND ACTION:**

- Acceptance
- DO NOT Accept
- Other

OWNER REP SIGNATURE

SIGNED BY:

DATE:

**END K401**

EXAMPLE FORM



CONSTRUCTION CHANGE ORDER # \_\_\_\_\_

FORM K402 - CO

XX-XX-2021

**Project Name**

project number

Project Address

YYYY-MM-DD

City, State

TO CONTRACTOR:

CONTRACT DATE:

date

Contractor Name

Contractor Address

City, ST ZIP

**The Contract is changed as follows:**

RFP #	DESCRIPTION OF PROPOSED WORK	COST
1	<i>(insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Proposal Requests</i>	\$ -
2	<i>(insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Proposal Requests</i>	\$ -

The original (Contract Sum) (Guaranteed maximum Price) was:

\$ -

Net change by previously authorized Change orders:

\$ -

The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was:

\$ -

The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased)

(unchanged) by this Change Order in the amount of:

\$ -

The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be:

\$ -

The Contract Time will be (increased) decreased) (unchanged) by:

0 Days

The date of Substantial Completion as of the date of this Change Order therefore is:

**Not valid until signed by the Architect, Contractor and Owner.**

Confluence

ARCHITECT

307 N Michigan Ave, Suite 601

Chicago, Illinois 60601

ADDRESS

CONTRACTOR

ADDRESS

OWNER

ADDRESS

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME

PRINTED NAME

PRINTED NAME

DATE

DATE

DATE



CONSTRUCTION OBSERVATION REPORT # \_\_\_\_\_  
**FORM K500 – OB REPORT**

ATTENTION: _____	DATE: _____
COMPANY: _____	PROJECT: _____
ADDRESS: _____	PROJECT #: _____
CITY/STATE/ZIP: _____	INSPECTOR: _____
TIME: _____	WEATHER: _____
TEMP. RANGE: _____	% COMP. _____

COPY: \_\_\_\_\_

OBSERVATIONS:  
 THE FOLLOWING ITEMS WERE NOTED DURING THE ON-SITE INSPECTION OF THE IDENTIFIED PORTION OF THE WORK AND DOES NOT NECESSARILY INDICATE ALL THE WORK REQUIRED TO FULFILL THE CONTRACT REQUIREMENTS. ANY DISPUTES REGARDING RESPONSIBILITY MUST BE SUBMITTED IN WRITING WITHIN 5 DAYS OF RECEIPT OF THIS REPORT TO THE LANDSCAPE ARCHITECT FOR EVALUATION AND/OR REASSIGNMENT.

Photo	Description of item
<i>Add photo</i>	<i>Add description</i>
	<i>Add more rows as needed</i>

INFORMATION OR ACTION REQUIRED:

- 1) List items as needed

SENT BY: \_\_\_\_\_

NAME: A/E Name  
 Title



**SUBSTANTIAL COMPLETION REVIEW  
FORM K501 – SUBSTANTIAL PUNCH LIST**

PROJECT: Project Name PROJECT #: 00000  
 DATE / TIME: XX-XX-2021 / X:XX am CONTRACTOR: Contractor Name  
 OWNER: Owner Name  
 ATTENDEES: Name - Representing Name - Representing  
 \_\_\_\_\_  
 COPY: Name - Representing Name - Representing

Per the specifications, the contractor shall promptly correct incomplete or rejected as identified on the following list. All work shall be completed promptly, except for factors beyond the contractor's control. If a delay is requested for an item, please notify the Architect in writing.

In the Status column, mark all completed items with an 'X' and delayed items with a 'D'.  
Return one signed copy of this report to Confluence.

	ITEM ID	DESCRIPTION	LOCATION	STATUS / DATE
GENERAL SITE	1			
	2			
	3			
	4			
	5			
ARCHITECTURE	6			
	7			
	8			
	9			
	10			
	11			
SCOPE OF WORK	12			
	13			
	14			
	15			

16			
17	Insert additional rows to the table as necessary		

WARRANTY / MAINTENANCE	<p>Plant Warranty: 00 months from date of Project Substantial Completion <u>ending Month, date, year.</u></p> <p>Plant Maintenance: 00 days/months from Project Substantial Completion, <u>ending Month, date, year.</u> Plant maintenance includes _____, _____, _____.</p> <p>Turf Maintenance: 00 days/months from Project Substantial Completion and accepted by the Owner, <u>ending Month, date, year.</u> Turf maintenance includes _____, _____, _____.</p> <p>Irrigation Warranty: 00 months from date of Project Substantial Completion <u>ending Month, date, year</u></p>
------------------------	---

CONTRACTOR SIGNATURE  
 The above items have been completed or delayed as noted

SENT BY: \_\_\_\_\_ NAME: \_\_\_\_\_  
 NAME: A/E Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

**END K501**



**FINAL COMPLETION REVIEW  
FORM K502 – FINAL PUNCH LIST**

PROJECT: Project Name PROJECT #: 00000  
 DATE / TIME: XX-XX-2021 / X:XX am CONTRACTOR: Contractor Name  
 OWNER: Owner Name  
 ATTENDEES: Name - Representing Name - Representing  
 \_\_\_\_\_  
 COPY: Name - Representing Name - Representing

Per the specifications, the contractor shall promptly correct incomplete or rejected as identified on the following list. All work shall be completed promptly, except for factors beyond the contractor's control. If a delay is requested for an item, please notify the Architect in writing.

In the Status column, mark all completed items with an 'X' and delayed items with a 'D'.  
Return one signed copy of this report to Confluence.

	ITEM ID	DESCRIPTION	LOCATION	STATUS / DATE
GENERAL SITE	1			
	2			
	3			
	4			
	5			
ARCHITECTURE	6			
	7			
	8			
	9			
	10			
	11			
SCOPE OF WORK	12			
	13			
	14			
	15			

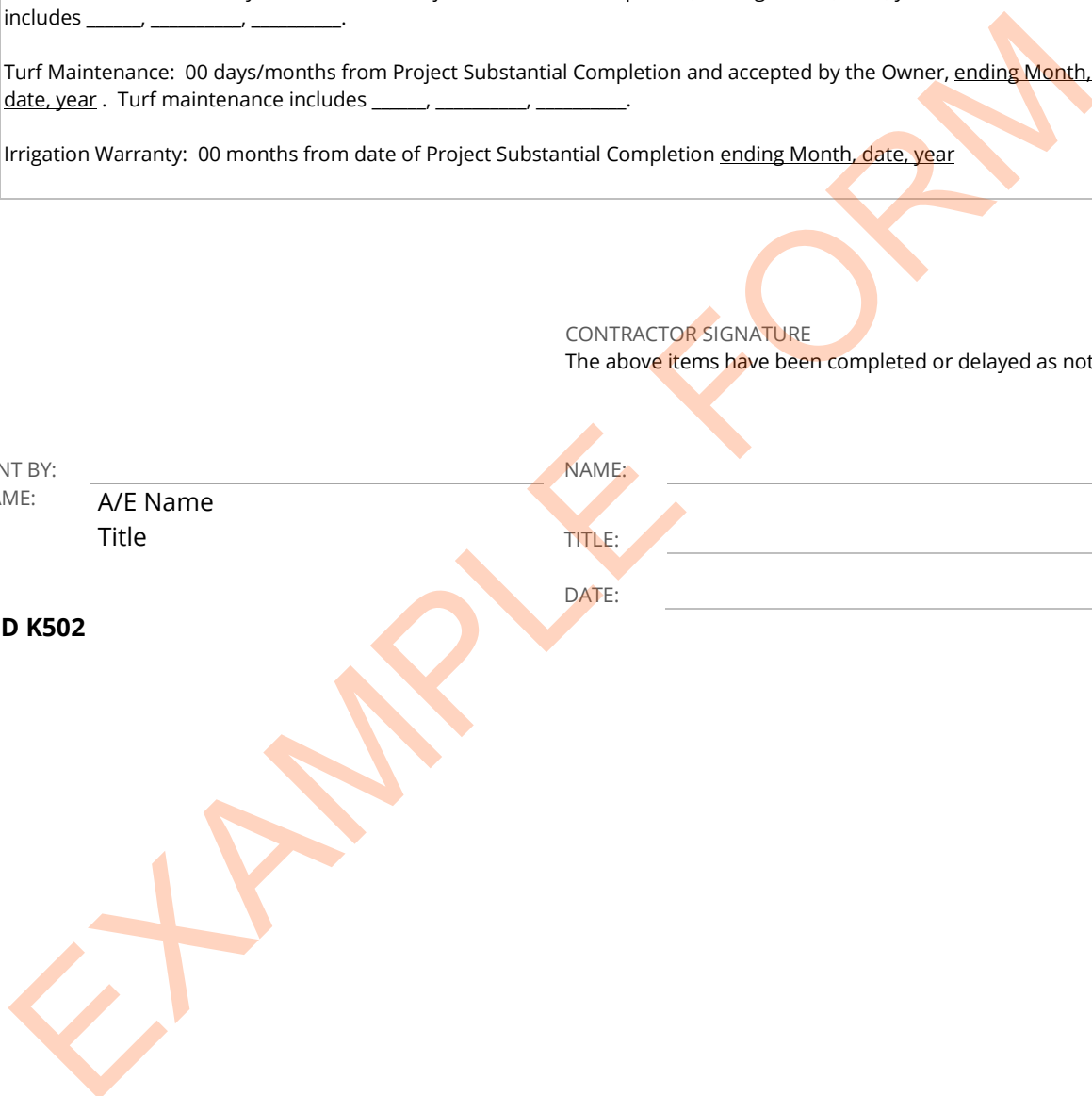
16			
17	Insert additional rows to the table as necessary		

WARRANTY / MAINTENANCE	<p>Plant Warranty: 00 months from date of Project Substantial Completion <u>ending Month, date, year.</u></p> <p>Plant Maintenance: 00 days/months from Project Substantial Completion, <u>ending Month, date, year.</u> Plant maintenance includes _____, _____, _____.</p> <p>Turf Maintenance: 00 days/months from Project Substantial Completion and accepted by the Owner, <u>ending Month, date, year.</u> Turf maintenance includes _____, _____, _____.</p> <p>Irrigation Warranty: 00 months from date of Project Substantial Completion <u>ending Month, date, year</u></p>
------------------------	---

CONTRACTOR SIGNATURE  
The above items have been completed or delayed as noted

SENT BY: \_\_\_\_\_ NAME: \_\_\_\_\_  
NAME: A/E Name TITLE: \_\_\_\_\_  
Title DATE: \_\_\_\_\_

**END K502**





**SUBSTANTIAL COMPLETION CERTIFICATE  
FORM K502 – SUB COMP CERTIFICATE**

PROJECT:	_____	PROJECT #:	_____
DATE / TIME:	_____	CONTRACTOR:	_____
OWNER:	_____		
ATTN:	_____		
	_____		
COPY:	_____		

**CERTIFICATE**

This certificate confirms that the \_\_\_\_\_ project, located at \_\_\_\_\_, has reached substantial completion as of \_\_\_\_\_. The work has been reviewed and found to be substantially complete in accordance with the terms and conditions of the contract documents, allowing the owner to use or occupy the project while the outstanding work or deficiencies are completed.

**Outstanding Work or Deficiencies**

Please refer to the **FINAL REVIEW PUNCH LIST** (issued on \_\_\_\_\_) for outstanding work or deficiencies that need to be completed before the project can be closed out.

**Warranties and Guarantees**

The warranty period for the work described in the contract shall commence on the date of substantial completion, subject to the terms outlined in the project contract.

CONTRACTOR SIGNATURE  
Acknowledgment of Receipt of Certificate and Final  
Completion Punch List.

SENT BY:	_____	NAME:	_____
NAME:	A/E Name	TITLE:	_____
	Title	DATE:	_____

**END K502**



**CERTIFICATE OF COMPLETION  
FORM K504 – COMP CERTIFICATE**

PROJECT:	_____	PROJECT #:	_____
DATE / TIME:	_____	CONTRACTOR:	_____
OWNER:	_____		
ATTN:	_____		
	_____		
COPY:	_____		

**COMPLETION CERTIFICATE**

This certificate confirms that the **[Project Name]** project, located at **[Project Location]**, has reached **FINAL COMPLETION** as of **[Completion Date]**. The work has been reviewed, inspected, and verified as fully complete in accordance with the terms and conditions of the contract documents. The certificate further acknowledges that:

- **All work is complete**, including the resolution of any items identified during the final inspection or punch list review.
- **Final inspections** confirm that the project meets the standards and specifications outlined in the contract documents.
- **The owner has formally accepted** the project as complete.
- **Final payment** has been made, including the release of retainage (if applicable), and all financial matters have been settled.
- **Closeout documents** such as: as-built drawings, operation and maintenance manuals, and warranties have been submitted.

**This certificate constitutes the final and complete discharge of all obligations under the contract between the owner and the contractor. The contract is hereby terminated in its entirety, and no further claims or liabilities shall arise from the terms of the agreement, except as expressly stated in the warranties or guarantees provided therein.**

This document serves as the official acknowledgment that the contractor has fulfilled all contractual obligations and that the project is ready for its intended use.

CONTRACTOR SIGNATURE  
Acknowledgment of Receipt of Certificate.

SENT BY:	_____	NAME:	_____
NAME:	A/E Name	TITLE:	_____
	Title	DATE:	_____

**END K504**





**CONTRACTOR APPLICATION AND CERTIFICATION FOR PAYMENT FORM  
FORM K700 – PAY APP**

PROJECT:	NAME	APP NO.	###
TO OWNER:	Title	PERIOD TO:	###
	CITY/STATE/ZIP: Address	PROJECT #:	#####
FROM CONTRACTOR:	Title	CONTRACT DATE:	YYYY-MM-DD
	CITY/STATE/ZIP: Address	DOC DATE:	YYYY-MM-DD
VIA LANDSCAPE ARCHITECT:	Title	# OF PAGES:	
	CITY/STATE/ZIP: Address		
DISTRIBUTION TO:	<input type="checkbox"/> OWNER	<input type="checkbox"/> CONTRACTOR	
	<input type="checkbox"/> LANDSCAPE ARCHITECT	<input type="checkbox"/> OTHER :	

**CONTRACTOR'S APPLICATION FOR PAYMENT**

*Application is made for payment, as shown below, in connection with the Contract.*

1. ORIGINAL CONTRACT TOTAL	\$0.00
2. NET CHANGE BY CHANGE ORDERS (EXHIBIT 'A' LINE 4)	\$0.00
3. CONTRACT TOTAL TO DATE (LINE 1 ± 2)	\$0.00
4. SUBTOTAL COMPLETED & STORED TO DATE	\$0.00
5. RETAINAGE	\$0.00
6. TOTAL EARNED LESS RETAINAGE (LINE 4 LESS 5)	\$0.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (LINE 6 FROM PRIOR CERTIFICATE)	\$0.00
8. <b>CURRENT PAYMENT DUE</b>	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (LINE 3 LESS LINE 6)	\$0.00

*The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.*

**CONTRACTOR SIGNATURE:**

SENT BY		DATE	
---------	--	------	--

**LANDSCAPE ARCHITECT'S CERTIFICATE FOR PAYMENT**

*In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Landscape Architect certifies to the Owner that to the best of the Landscape Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.*

<b>AMOUNT CERTIFIED</b>	\$0.00
-------------------------	--------

**LANDSCAPE ARCHITECT SIGNATURE:**

SENT BY		DATE	
---------	--	------	--

*This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.*

EXHIBIT 'A' - CHANGE ORDER SUMMARY

<b>CHANGE ORDER SUMMARY</b>	<b>ADDITIONS</b>	<b>DEDUCTIONS</b>
1. TOTAL PREVIOUS APPROVED	\$0.00	\$0.00
2. TOTAL APPROVED THIS PERIOD	\$0.00	\$0.00
3. SUBTOTAL	\$0.00	\$0.00
4. NET CHANGES BY CHANGE ORDER	\$0.00	

END EXHIBIT 'A'

**END K700**

EXAMPLE FORM

# SCHEDULE OF VALUES (SOV)

CONFLU K701

<b>PROJECT NAME</b>		<b>APPLICATION NO.</b>		<b>APPLICATION DATE</b>	00/00/00
<b>CONTRACTOR</b>		<b>PROJECT NO.</b>		<b>% COMPLETE TO DATE</b>	0%

ITEM NO.	DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED <i>from this period</i>	E WORK COMPLETED <i>from previous periods prev app D + E</i>	F MATERIALS PRESENT  not in D or E	G TOTAL MATERIALS  D + E + F	H BALANCE TO FINISH  C -- G	I RETAINAGE  if variable rate
001						\$ -	\$ -	\$ -
002						\$ -	\$ -	\$ -
						\$ -	\$ -	\$ -
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<b>TOTALS</b>		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

CONTRACT MANAGER – Minimum performance requirements successfully completed and approved by:

DATE:

**SECTION 005200  
AGREEMENT FORM & GENERAL CONDITIONS**

**PART 1 GENERAL**

**1.01 FORM OF AGREEMENT**

**1.02 THE AGREEMENT TO BE EXECUTED IS ATTACHED FOLLOWING THIS PAGE.**

**PART 2 PRODUCTS (NOT USED)**

**PART 3 EXECUTION (NOT USED)**

THIS CONTRACT AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, by and between Chico Area Recreation District, a California recreation and park district, ("Owner") AND \_\_\_\_\_ ("Contractor").

Owner and Contractor agree as follows:

**ARTICLE I | BASIC INFORMATION**

**ARTICLE I | BASIC INFORMATION**

- 1.1** Owner: **Chico Area Recreation and Park District**
- 1.2** Contractor: **[INSERT]**
- 1.3** Contractor's Address: **[INSERT]**
- 1.4** Project Location: **[INSERT]**
- 1.5** Owner's Representative: **Annabel Grimm**  
**Chico Area Recreation District**  
**545 Vallombrosa, Chico, CA 95926**
- 1.6** The following listed Addenda are incorporated in the Contract Documents: **None**
- 1.7** Terms defined in the General Provisions shall have the same meaning when used in this Contract Agreement.

**ARTICLE 2 | WORK**

- 2.1** Contractor shall provide all labor, materials, equipment, tools and services required by and shall perform all work described in the Contract Documents. Contractor agrees to do additional Work arising from changes ordered by the Owner pursuant to Article 7 of the General Conditions.

**ARTICLE 3 | CONTRACT TIME**

- 3.1** Contractor shall commence the Work on the date specified in the Notice to Proceed. The Work shall be fully completed within [INSERT] (Contract Time) after the date of commencement specified in the Notice to Proceed.

**ARTICLE 4 | LIQUIDATED DAMAGES**

- 4.1** If the Contractor fails to complete the Work within the Contract Time, Contractor shall pay to Owner, as liquidated damages and not as a penalty, the sum of one thousand dollars (\$1000.00) for each day or part thereof after the expiration of the Contract Time that the Work remains incomplete. Owner and Contractor agree that in the event the Work is not completed within the Contract Time, Owner's damages would be extremely difficult or impracticable to determine and

therefore Owner and Contractor agree that the amount stated in this Article 4 for each day after the expiration of the Contract Time that the Work remains incomplete is a reasonable estimate of and a reasonable sum for such damages. Owner may deduct any liquidated damages owed to the Owner, as determined by the Owner, for any payments otherwise payable to Contractor under this Contact Agreement. Nothing contained herein shall limit the Owner's rights or remedies against Contractor for any default other than failure to complete the Owner's Work within the Contract Time. This provision for liquidated damages shall not be applicable nor act as a limitation upon the Owner if the Contractor abandons the Work. In such event Contractor shall be liable to for all losses incurred.

**ARTICLE 5 | CONTRACT SUM**

**5.1** The Contract Sum is:

\_\_\_\_\_ Dollars \$ \_\_\_\_\_)

**5.2** Owner shall pay to Contractor, for the performance of the Work, the contract Sum subject to Adjustments for alternates, unit price items, and as otherwise provided in the Contract Documents.

**ARTICLE 6 | CONTRACT DOCUMENTS**

**6.1** The Contract Documents consist of this Contract Agreement, General Conditions, Exhibits, Specifications, List of Drawings, and Drawings, Addenda, Certificates of Insurance, Payment Bond, Performance Bond, List of Subcontractors, Notice to Proceed, Contract Modifications, and all other documents identified in this Contract Agreement.

**ARTICLE 7 | DUE AUTHORIZATION**

**7.1** The person or persons signing this Contract Agreement on behalf of Contractor hereby represent and warrant to the Owner that this Contract Agreement is duly authorized, signed, and delivered by Contractor.

CARD Construction Agreement

THIS CONTRACT AGREEMENT is entered into as of the date first written above and is executed in at least three original counterparts. One counterpart original shall be delivered to the Contractor and two counterpart originals shall be delivered to the Owner.

**CHICO AREA RECREATION DISTRICT**

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Annabel Grimm

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
General Manager

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Type of Organization

\_\_\_\_\_  
California Contractor's License(s)  
(Classification and License Number)

Attach notary acknowledgement of all signatures of Contractor. (If signed by other than sole proprietor, a general partner, or corporate officer, attach original notarized power of attorney or corporate resolution.)

# GENERAL PROVISIONS

**[INSERT PROJECT NAME]**



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**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 BASIC DEFINITIONS**

1.1.1 APPLICABLE CODE REQUIREMENTS. The term "Applicable Code Requirements" means all laws; statutes; the most recent applicable building standard codes, as modified by State Regulations (Title 24); ordinances; rules; regulations; and lawful orders of all public authorities having jurisdiction over the District, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.

1.1.2 CONTRACT AGREEMENT. The term "Contract Agreement" means the written agreement executed between the District and the Contractor which requires the Contractor to do all the work and furnish all the labor and materials necessary for the Project, which sets forth the consideration to be paid by District to the Contractor for such work, and which incorporates by reference these general provisions.

1.1.3 CONTRACT DOCUMENTS. The "Contract Documents" consist of all documents listed in Article 6 of the Contract Agreement.

1.1.4 CONTRACT MODIFICATION. The term "Contract Modification" means (1) an amendment to the Contract Documents, (2) a change order, (3) a field order, or (4) a letter of instruction.

1.1.5 CONTRACT SUM. The term "Contract Sum" means the entire sum to be paid by the District to the Contractor for all work to be performed on the Project as set forth in the Contract Agreement.

1.1.6 CONTRACT TIME. The term "Contract Time" means the number of days set forth in the Contract Agreement within which full completion of the Work must be achieved. The Contract Time may be adjusted only by change order.

1.1.7 DAY. The term "Day," as used in the bidding requirements and the Contract Documents, shall mean calendar day or any part thereof, unless otherwise specifically provided.

1.1.8 DRAWINGS. The term "Drawings" means the graphic and pictorial portions of the Contract Documents showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams. The Drawings are listed in the list of drawings.

1.1.9 FINAL COMPLETION. The term "Final Completion" means the Work has been fully completed in accordance with the Contract Documents as determined by District's Representative pursuant to Section 9.7, Final Completion and Final Payment, of the General Conditions.

1.1.10 DISTRICT. The term "District" means Chico Area Recreation and Park District.

1.1.11 DISTRICT'S REPRESENTATIVE. The term "District's Representative" means District's General Manager or designee identified as such in the Contract Documents.

1.1.12 PRODUCT DATA. "Product Data" are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate or describe materials or equipment for some portion of the Work.

1.1.13 PROJECT. The term "Project" means the total construction of the Work performed under the Contract Documents, which may be the whole or a part and which may include construction by the District or by separate contractors.

1.1.14 SAMPLES. "Samples" are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

1.1.15 SHOP DRAWINGS. "Shop Drawings" are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.16 SPECIFICATIONS. The term "Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

1.1.17 SUBCONTRACTOR. The term "Subcontractor" means any person or legal entity who contracts with the Contractor to provide labor, materials, equipment, and/or services required for the construction of the Project.

1.1.18 WORK. The term "Work" means the construction and services required by the Contract Documents and includes all labor, materials, equipment, tools, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations.

## **1.2 INTERPRETATION**

1.2.1 The Contract Documents are complementary, and what is required by one shall be as binding as if required by all. In the case of conflict or inconsistency, the Supplementary Conditions, if applicable, shall control over the General Conditions, and the Specifications shall control over the Drawings. Figured dimensions shall control over scaled measurements.

1.2.2 The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

1.2.3 Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include a corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

**ARTICLE 2**  
**DISTRICT**

**2.1 INFORMATION AND SERVICES PROVIDED BY DISTRICT**

2.1.1 If required for the performance of the Work, as determined by the District's Representative, the District will make available a survey describing those physical characteristics, boundaries, easements, and utility locations for the Project site of which the District has actual knowledge.

2.1.2 Contractor will be furnished, free of charge, such copies of the Contract Documents as District deems reasonably necessary for the execution of the Work.

**2.2 DISTRICT TO PROVIDE ACCESS TO PROJECT SITE**

2.2.1 So long as Contractor is not in default in performance under the Contract documents, District will provide, no later than the date designated in the current contract schedule accepted by District's Representative, the lands, and facilities upon which the Work is to be performed, including such access to other lands and facilities designated in the Contract Documents for use by Contractor.

**2.3 DISTRICT'S RIGHT TO STOP THE WORK**

2.3.1 If Contractor fails to correct defective work as required by Section 12.2 or fails to perform the Work in accordance with the Contract Documents, District or District's Representative may direct Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated by Contractor. The Contractor shall not be entitled to any adjustment of Contract Time or Contract Sum as a result of any such order. District and District's Representative shall have no duty or responsibility to Contractor or any other party to exercise the right to stop the Work.

**2.4 DISTRICT'S RIGHT TO CARRY OUT THE WORK**

2.4.1 If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools, and services to maintain the contract schedule, or otherwise fails to comply with any material term of the Contract Documents, and fails within four (4) days after receipt of notice from District to promptly commence and thereafter diligently continue to complete the correction of such failure, District may, without prejudice to other remedies District may have, correct such failure at Contractor's expense. In such case, District shall be entitled to deduct from payments then or thereafter due Contractor the cost of correcting such failure, including compensation for the additional services and expenses of District's Representative and District's consultants made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the additional amount to District.

**2.5 DISTRICT'S RIGHT TO REPLACE DISTRICT'S REPRESENTATIVE**

2.5.1 District may at any time and from time to time, without prior notice to or approval of Contractor, replace District's Representative with a new District's Representative. Upon receipt of notice from the District informing the Contractor of such replacement and identifying the new District's Representative, the Contractor shall recognize such person or firm as District's Representative for all purposes under the Contract Documents.

**ARTICLE 3**  
**CONTRACTOR**

**3.1 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR**

3.1.1 Contractor shall carefully study and compare the Contract Documents with each other and with the information furnished by District and shall reply in 3 (three) working days in writing to District's Representative any errors, inconsistencies, or omissions in the Contract Documents or inconsistencies with Applicable Code Requirements observed by Contractor.

3.1.2 Contractor shall take field measurements, verify field conditions, and carefully compare with the Contract Documents such field measurements, conditions, and other information known to Contractor before commencing the Work. Errors, inconsistencies, or omissions discovered at any time shall be promptly reported in writing to the District's Representative.

3.1.3 If Contractor performs any construction activity which it knows or should know involves an error, inconsistency, or omission referred to in Paragraphs 3.1.1 and 3.1.2, without notifying and obtaining the written consent of District's Representative, Contractor shall be responsible for the resultant losses, including, without limitation, the costs of correcting defective work.

**3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 Contractor shall supervise, coordinate, and direct the Work using Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and the coordination of all portions of the Work, unless otherwise shown or specified in the Contract Documents or directed in writing by District's Representative.

3.2.2 Contractor shall be responsible to District for acts and omissions of Contractor's agents, employees, and Subcontractors, and their respective agents and employees.

3.2.3 Contractor shall not be relieved of its obligation to perform the Work in accordance with the Contract Documents either by acts or omissions of District or District's Representative in the administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons or firms other than Contractor.

3.2.4 Contractor shall be responsible for inspection of all portions of the Work, including those portions already performed under the Contract Documents, to determine that such portions conform to the requirements of the Contract Documents and are ready to receive subsequent Work.

3.2.5 Contractor shall at all times maintain good discipline and order among its employees and Subcontractors. The contractor shall provide competent, fully qualified personnel to perform the Work.

3.2.6 Contractor shall furnish District's Representative at the beginning of each week with a copy of each of Contractor's daily Project reports prepared by Contractor's superintendent (or other Project manager) for the prior week.

**3.3 LABOR AND MATERIALS**

3.3.1 Unless otherwise provided in the Contract Documents, Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,



transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

### **3.4 CONTRACTOR'S WARRANTY**

3.4.1 Contractor warrants to District that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, Claims, and security interests of third parties; that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents. If required by District's Representative, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### **3.5 TAXES**

3.5.1 Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by Contractor, which are enacted when bids for the Work are received, whether or not yet effective or merely scheduled to go into effect.

### **3.6 PERMITS, FEES, AND NOTICES**

3.6.1 Contractor shall secure and pay for all permits, approvals, government fees, licenses, and inspections necessary for the proper execution and performance of the Work. Contractor shall deliver to District all original licenses, permits, and approvals obtained by Contractor in connection with the Work prior to the final payment or upon the termination of the Contract Agreement, whichever is earlier.

### **3.7 APPLICABLE CODE REQUIREMENTS**

3.7.1 Contractor shall perform the Work in accordance with the following Applicable Code Requirements:

- .1 All laws, statutes, the most recent applicable building standard codes, ordinances, rules, regulations, and lawful orders of all public authorities having jurisdiction over District, Contractor, any Subcontractor, the Project, the Project site, the Work, or the prosecution of the Work.
- .2 The Federal Occupational Safety and Health Act and all other Applicable Code Requirements relating to safety.
- .3 Applicable titles in the State of California Code of Regulations.
- .4 Applicable sections in the State of California Labor Code.

3.7.2 If Contractor performs Work which it knows or should know is contrary to Applicable Code Requirements, regardless of notice to District and District's Representative, Contractor shall be responsible for such Work and shall bear the resultant losses, including, without limitation, the costs of correcting defective work.

### **3.8 SUPERINTENDENT**

3.8.1 Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during the performance of the Work. The superintendent and any replacement superintendent shall be subject to the approval of District. Upon notice from District's Representative requesting the replacement of a superintendent who is unsatisfactory to District, Contractor shall promptly replace such superintendent with a competent superintendent satisfactory to District. The superintendent shall have the authority to act on behalf of the contractor and all communications given to and received from superintendent shall be binding on Contractor.

### **3.9 SCHEDULES REQUIRED OF CONTRACTOR**

3.9.1 Contractor shall submit a preliminary contract schedule to District's Representative in the form and within the time limit required by the Specifications. The District's Representative will review the preliminary contract schedule with the Contractor within the time limit required by the Specifications.

3.9.2 Contractor shall submit a contract schedule to District's Representative in the form and within the time limits required by the Specifications, which must be acceptable to District's Representative. Contractor shall submit updated contract schedules, which must be acceptable to District's Representative, within five (5) days following the end of each calendar month during which Work is in progress or at such other frequency as may be provided by the plans and Specifications. Failure to provide the required acceptable schedules may result in District's withholding of partial payments.

3.9.3 The preliminary contract schedule, the contract schedule, and updated contract schedules shall represent a practical plan to complete the Work within the Contract Time. Extension of any schedule beyond the Contract Time shall not be acceptable. Schedules showing the Work completed in less than the Contract Time may be acceptable if judged by the District's Representative to be practical. However, acceptance of such a schedule by the District's Representative shall not change the Contract Time. The Contract Time, not the contract schedule, shall control the determination of whether liquidated damages should be assessed against the Contractor because of any delay in the completion of the Project.

If a schedule showing the Work completed in less than the Contract Time is accepted, Contractor shall not be entitled to extensions of the Contract Time for Excusable Delays or Compensable Delays or to adjustments of the Contract Sum for Compensable Delays until such delays extend the completion of the Work beyond the expiration of the Contract Time.

3.9.4 Contractor shall prepare and keep current, to the satisfaction of District's Representative, a schedule of submittals, as required by the Specifications, and that is coordinated with the contract schedule.

3.9.5 District's Representative's review of the form and general content of the preliminary contract schedule, contract schedule, and updated contract schedules is for the purpose of determining, in its judgment, whether the following requirements are satisfied:

- .1 Schedules must be suitable for monitoring the progress of the Work.
- .2 Schedules must provide necessary data about the timing for District decisions and District-furnished items.
- .3 Schedules must be in sufficient detail to demonstrate adequate planning for the Work.
- .4 Schedules must represent a practical plan to complete the Work within the Contract Time.

Contractor shall plan, develop, supervise, control, and coordinate the performance of the Work so that its progress and the sequence and timing of Work activities conform to the current accepted contract schedule. Contractor shall continuously obtain from Subcontractors information and data about the planning for and progress of the Work and the delivery of equipment, shall coordinate and integrate such information and data into updated contract schedules, and shall monitor the progress of the Work and the delivery of equipment. Contractor shall act as the expeditor of potential and actual delays, interruptions, hindrances, or disruptions for its own forces and those forces of Subcontractors, regardless of tier. Contractor shall cooperate with District's Representative in the development of the contract schedule and updated contract schedules.

The District's Representative's acceptance of or its review comments about any schedule or scheduling data shall not relieve Contractor from its sole responsibility to plan for, perform, and complete the Work within the Contract Time. Acceptance of or review comments about any schedule shall not transfer responsibility for any schedule to District's Representative or District nor imply their agreement with (1) any assumption upon which such schedule is based or (2) any matter underlying or contained in such schedule.

Failure of District's Representative to discover errors or omissions in schedules that it has reviewed, or to inform Contractor that Contractor, Subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the contract schedule shall not relieve Contractor from its sole responsibility to perform and complete the Work within the Contract Time and shall not be a cause for an adjustment of the Contract Time or the Contract Sum.

3.9.6 Contractor shall perform the Work in accordance with the current accepted contract schedule.

### **3.10 DOCUMENTS AND SAMPLES AT PROJECT SITE**

3.10.1 Contractor shall maintain the following at the Project site:

- .1 One record copy of the Contract Documents, in good order and marked to record current changes and selections made during construction.
- .2 The current accepted contract schedule.
- .3 Shop Drawings, Product Data, and Samples.
- .4 All other required submittals.
- .5 A copy of each subcontract requiring Work to be done for the Project.

These shall be available to the District's Representative and shall be delivered to District's Representative for submittal to District upon the earlier of Final Completion or termination of the Contract Agreement.

### **3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

3.11.1 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate, for those portions of the Work for which submittals are required, how Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

3.11.2 Contractor shall review, approve, and submit to District's Representative Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of District or of separate contractors. Submittals made by Contractor which are not required by the Contract Documents may be returned without action by District's Representative.

3.11.3 Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples, or similar submittals until the respective submittal has been reviewed by District's Representative and no exceptions have been taken by District's Representative. Such Work shall be in accordance with approved submittals and the Contract Documents.

3.11.4 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals, Contractor represents that it has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Contract Documents and Shop Drawings for related Work.

3.11.5 If Contractor discovers any conflicts, omissions, or errors in Shop Drawings or other submittals, Contractor shall notify District's Representative and receive instruction before proceeding with the affected Work.

3.11.6 Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by District's Representative's review of Shop Drawings, Product Data, Samples, or similar submittals, unless Contractor has specifically informed District's Representative in writing of such deviation at the time of submittal and District's Representative has given written approval of the specific deviation. Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals by District's Representative's review, acceptance, comment, or approval thereof.

3.11.7 Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by District's Representative on previous submittals.

### **3.12 USE OF SITE AND CLEAN UP**

3.12.1 Contractor shall confine operations at the Project site to areas permitted by law, ordinances, permits, and the Contract Documents. Contractor shall not unreasonably encumber the Project site with materials or equipment.

3.12.2 Contractor shall, during performance of the Work, keep the Project site and surrounding area free from the accumulation of excess dirt, waste materials, and rubbish caused by Contractor. Contractor shall remove all excess dirt, waste material, and rubbish caused by the Contractor; tools; equipment; machinery; and surplus materials from the Project site and surrounding area at the completion of the Work.

3.12.3 Personnel of Contractor and Subcontractors shall not occupy, live upon, or otherwise make use of the Project site during any time that Work is not being performed at the Project site, except as otherwise provided in the Contract Documents.

### **3.13 CUTTING AND PATCHING**

3.13.1 Contractor shall do all cutting, fitting, or patching of the Work required to make all parts of the Work come together properly and to allow the Work to receive or be received by Work of separate contractors shown upon, or reasonably implied by, the Contract Documents.

3.13.2 Contractor shall not endanger the Work, the Project, or adjacent property by cutting, digging, or otherwise. Contractor shall not cut or alter the Work of any separate contractor without the prior consent of District's Representative.

### **3.14 ACCESS TO WORK**

3.14.1 District, District's Representative, their consultants, and other persons authorized by District shall at all times have access to the Work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access and for inspection.

### **3.15 ROYALTIES AND PATENTS**

3.15.1 Contractor shall pay all royalties and license fees required for the performance of the Work. Contractor shall defend suits or Claims resulting from Contractor's or any Subcontractor's infringement of patent rights and shall indemnify District and District's Representative from losses on account thereof.

### **3.16 CONCEALED OR UNKNOWN CONDITIONS**

3.16.1 If conditions are encountered by Contractor or any Subcontractor at the Project site which are:

- .1 subsurface,
- .2 otherwise concealed and unusual, or
- .3 unknown and unusual physical conditions, which differ materially from those:
  - .1 indicated in or reasonably inferable from the Contract Documents, or
  - .2 discoverable by a reasonable pre-bid Project site inspection, then Contractor shall give notice to District's Representative promptly before such conditions are disturbed and no later than three (3) days after the first observance of such conditions. District's Representative will promptly, using reasonable efforts to minimize delay to the progress of the Work, investigate and determine if such conditions meet the criteria specified above. If such criteria are met, District's Representative will determine what action shall be taken and to what extent, if any, adjustments should be made to the Contract Sum and the Contract Time. The District's Representative will state the reasons for such determination in writing.

### **3.17 REPAIR OF DAMAGED WORK**

3.17.1 Contractor shall promptly repair and replace any Work or materials damaged or destroyed prior to Final Completion. If such damage to or loss of the Work does not arise, in whole or in part, from the acts or omissions of Contractor, any Subcontractor, anyone directly or indirectly employed by either of them, or anyone for whose acts either of them may be liable, the following may occur:

- .1 The Contract Time will be subject to adjustment by change order.
- .2 The Contract Sum will be subject to adjustment by change order, if and to the extent that the actual costs of such repair and replacement exceed the greater of the following:
  - .1 The proceeds of insurance received by Contractor for such loss.
  - .2 The amount of insurance proceeds which would have been obtained under the insurance policies required to be maintained by the Contractor under the Contract Documents.
  - .3 The amount of insurance proceeds that would have been obtained under the insurance policies required to be maintained by Contractor under the Contract Documents, but for the insurers' inability or refusal to honor such policies.

### **3.18 DUTY TO DEFEND**

3.18.1 To the fullest extent permitted by law, the Contractor shall defend District from and against all suits filed against District alleging Claims (including costs of attorneys' fees) by reason of liability imposed by law and all Claims, including but not limited to, Claims of personal injury, death, damage to property and loss of use thereof, or any Claims arising out of Contractor's performance of the Contract Agreement, or damages or other relief based on allegations of the failure of the Contractor or its Subcontractors to properly perform its obligations under the Contract Agreement, or the Contractor's violations of any legal duties, even if the allegations of any such suit are groundless, false or fraudulent, and the Contractor may make such investigation and settlement of any such suit as it deems expedient. This duty to defend is separate and independent from the Contractor's duty to indemnify and hold harmless District from such Claims. Any failure to fulfill this obligation shall be a default of the Contractor's performance obligations under the Contract Agreement.

### **3.19 DUTY TO INDEMNIFY AND HOLD HARMLESS**

3.19.1 The company which is selected as the Contractor shall, at its own expense, protect, defend,

indemnify, save and hold harmless District and its elected and appointed officers, employees, servants, volunteers, and agents from any and all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that District and its elected and appointed officers, employees, servants, volunteers, and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or subcontractors that may arise out of the agreement or the performance or lack of performance of those obligations on the part of the Contractor to be performed under the agreement.

The Contractor's indemnification responsibility under this section shall include the sum of damages, costs, and expenses that are in excess of the sum of damages, costs, and expenses which are paid out on behalf of or reimbursed to District, its officers, employees, servants, volunteers, and/or agents by the insurance coverage obtained and/or maintained by the Contractor.

## **ARTICLE 4**

### **ADMINISTRATION OF THE CONTRACT**

#### **4.1 ADMINISTRATION OF THE CONTRACT BY DISTRICT'S REPRESENTATIVE**

4.1.1 District's Representative will provide administration of the Contract Documents in the manner provided therein and will be the representative of District as follows:

- .1 During construction.
- .2 Until final payment is due.
- .3 At the District's request from time to time during the guarantee to repair period described in Section 12.2.

District's Representative will have the authority to act on behalf of the District only to the extent provided in the Contract Documents. The approval by any architect or designer providing design services for District of any modification to the Drawings or Specifications and/or any time extension is not effective unless and until incorporated into a change order approved by District's Representative.

4.1.2 District's Representative will visit the Project site at intervals appropriate to the stages of construction to become familiar with the progress and quality of the completed Work and to determine if the Work is being performed in accordance with the Contract Documents. However, no actions taken during such Project site visit by District's Representative shall relieve Contractor of its obligations as described in the Contract Documents.

4.1.3 District's Representative will not have control over, will not be in charge of, and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely Contractor's responsibility, unless otherwise required by the Contract Documents.

4.1.4 Except as otherwise provided in the Contract Documents or when direct communications have been specifically authorized, District and Contractor shall communicate through District's Representative. Communications by Contractor with District's consultants shall be through District's Representative. Communications by District and District's Representative with Subcontractors shall be through Contractor. Communications by Contractor and Subcontractors with separate contractors shall be through District's Representative. The Contractor shall not rely on oral or other non-written communications.

4.1.5 Based on District's Representative's Project site visits and evaluations of Contractor's partial payment requests, District's Representative will review and certify the amounts, if any, due Contractor and will issue certificates for payment in such amounts.

4.1.6 The District's Representative will have the authority to reject the Work, or any portion thereof, which does not conform to the Contract Documents. The District's Representative shall have the authority to stop the Work or any portion thereof. Whenever District's Representative considers it necessary or advisable for implementation of the intent of the Contract Documents, District's Representative will have the authority to require additional inspection or testing of the Work in accordance with the Contract Documents, whether or not such Work is fabricated, installed, or completed. However, no authority of District's Representative conferred by the Contract Documents, nor any decision made in good faith either to exercise or not exercise such authority, shall give rise to a duty or responsibility of District's Representative to Contractor, Subcontractors, directors, officers, agents, or employees of Contractor or Subcontractors, any other person or firm performing portions of the Work, or third parties.

4.1.7 District's Representative will prepare change orders, field orders, and letters of instruction.

4.1.8 District's Representative will conduct inspections in connection with Beneficial Occupancy, as described in Section 9.6, and to determine the dates of substantial completion and Final Completion; will receive and forward to District, for District's review, any records, written warranties, and related documents required by the Contract Documents and assembled by Contractor; and will issue a final certificate for payment upon Contractor's compliance with the requirements of the Contract Documents.

4.1.9 District's Representative shall be, in the first instance, the interpreter of the requirements of the Contract Documents and the judge of performance thereunder by Contractor. Should Contractor discover any conflicts, omissions, or errors in the Contract Documents; have any questions about the interpretation or clarification of the Contract Documents; question whether Work is within the scope of the Contract Documents; or question that Work required is not sufficiently detailed or explained, then, before proceeding with the Work affected, Contractor shall notify District's Representative in writing and request interpretation, clarification, or furnishing of additional detailed instructions. District's Representative's response to questions and requests for interpretations, clarifications, instructions, or decisions will be made with reasonable promptness. Should Contractor proceed with the Work affected before receipt of a response from District's Representative, any portion of the Work which is not done in accordance with District's Representative's interpretations, clarifications, instructions, or decisions shall be removed or replaced, and Contractor shall be responsible for all resultant losses.

## **4.2 CLAIMS**

4.2.1 The term "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time, or other relief with respect to the Contract Documents, or determination of other disputes or matters in question between District and Contractor arising out of or related to the Contract Documents or the performance of the Work, including Claims alleging an error or omission by District's Representative. However, the term "Claim" shall not include, and the claims procedures provided under this Article 4 shall not apply to the following:

- .1 Claims respecting penalties for forfeitures prescribed by statute or regulation which a government agency is specifically authorized to administer, settle, or determine.
- .2 Claims respecting personal injury, death, reimbursement, or other compensation arising out of or resulting from liability for personal injury or death.

- .3 Claims respecting a latent defect, breach of warranty, or guarantee to repair.
- .4 Claims respecting stop notices.

4.2.2 A Claim must be stated with specific District, including identification of the event giving rise to the Claim, the date of the event, and the asserted effect on the Contract Sum and the Contract Time. The Claim shall include adequate supporting data. Adequate supporting data for a Claim for an adjustment of the Contract Time shall include scheduling data demonstrating the impact of the event on completion of the Work. Adequate supporting data for a Claim for an adjustment of the Contract Sum shall include a detailed cost breakdown of items allowed under Section 7.2. If the exact amount of a Claim is not ascertainable at the time such Claim is made, such supporting data as are then available shall be submitted. Supplemental data supporting the exact amount of the Claim shall be submitted as soon as available.

4.2.3 Submission of a Claim, and all supporting data, correspondence, and documentation relating thereto, shall be made in accordance with Section 14.8.

4.2.4 Contractor shall provide written notice to District's Representative of a potential Claim for additional time or compensation as soon as possible and before proceeding to execute the Work or portions of the Work giving rise to any such Claim. The written notice of potential Claim shall set forth the reasons the Contractor believes additional compensation or time may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential Claim. Thereafter, Contractor shall submit a more detailed Claim in the manner required by Section 4.3. Contractor hereby expressly waives any Claims of which Contractor was aware, whether or not the exact amounts of such Claims were ascertainable, that are not submitted to District's Representative prior to Contractor proceeding to execute the Work or portions of the Work giving rise to such Claims.

### **4.3 ASSERTION OF CLAIMS**

4.3.1 SUBMISSION TO District's REPRESENTATIVE. All Claims shall be first submitted to District's Representative within the time limits provided in Paragraphs 4.2.4 and 4.3.3. Such submission to District's Representative shall be a condition precedent to submission of such Claim to mediation or arbitration.

4.3.2 CONTINUING CONTRACT PERFORMANCE. Notwithstanding the making of any Claim or the existence of any dispute regarding any Claim, unless otherwise directed by District's Representative, Contractor shall not cause any delay, cessation, or termination in or of Contractor's performance of the Work, but shall diligently proceed with performance of the Work in accordance with the Contract Documents. District will continue to make payments in accordance with the Contract Documents.

4.3.3 TIME LIMIT ON CLAIMS. Contractor shall submit documentation in support of a Claim, together with adequate supporting data, to District's Representative as soon as possible but not later than fourteen (14) days after the occurrence of the event giving rise to the Claim or the date Contractor first recognized, or reasonably should have recognized, the condition giving rise to the Claim, whichever is later. Contractor hereby expressly waives all Claims not made within the aforesaid time limits.

### **4.4 DECISION ON CLAIMS**

4.4.1 District's Representative shall promptly review Claims. If District's Representative reasonably determines that additional supporting data are necessary, District's Representative shall request such additional data within fourteen (14) days after receipt of the Claim. Such data shall be furnished no later than ten (10) days after such request. District's Representative shall render a decision promptly, but, in any event, within forty-five (45) days after the later of the receipt of the Claim or the receipt of such additional



supporting data; provided that, if the amount of the Claim is in excess of \$50,000, the aforesaid forty-five (45) day period shall be sixty (60) days. Failure of District's Representative to render a decision within the aforesaid forty-five (45) or sixty (60) day period shall be deemed a decision denying the Claim and the last day of such period shall be the date of such decision. The decision of District's Representative shall be final and binding, subject, however, to arbitration as provided in Paragraph 4.4.2.

4.4.2 If either Contractor or District disputes District's Representative's decision on a Claim, such party (the "Disputing Party") may initiate arbitration not later than one hundred eighty (180) days after the date of service in person or by mail on the Disputing Party of the final written decision of District's Representative or, if no written decision has been issued, within two hundred forty (240) days after acceptance of the Work.

4.4.3 If a demand for arbitration is not filed by either party within one hundred eighty (180) days after the written decision of District's Representative, that decision shall be final and binding, both parties shall have waived the right to arbitrate, and there shall not be any right to arbitrate or litigate such waiver or any other dispute arising out of the Contract Documents.

#### **4.5 ARBITRATION**

4.5.1 All Claims, disputes, and other matters in question between the parties arising out of or relating to the Contract Documents shall be decided by arbitration in accordance with the provisions of Public Contract Code Sections 10240-10240.13 and 22201 and the rules of the Office of Administrative Hearings. The Contractor's surety may be made a party to the arbitration proceeding and the arbitration decision shall be binding upon the Contractor's surety. The arbitration decision shall be decided under and in accordance with the laws of the State of California, supported by substantial evidence and, in writing, contain the basis for the decision, findings of fact, and conclusions of law.

4.5.2 An Arbitration is commenced by filing with the Office of Administrative Hearings in Sacramento a verified Complaint in Arbitration within one hundred eighty (180) days from receipt of the decision, or, if no written decision has been issued, within two hundred forty (240) days after acceptance of the Work. The Petitioner shall serve copies of the complaint on the Respondent and any other named party.

4.5.3 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during any arbitration proceeding.

4.5.4 Contractor shall include appropriate language requiring arbitration of all disputes as required by this Article 4 in all subcontracts and agreements of all kinds to which it is a party and which relate to any aspect of the Work so that all Subcontractors and material suppliers are subject to and bound by arbitration as set forth in this Article.

4.5.5 The provisions for arbitration and mediation provided in these General Conditions are in lieu of those contained in Article 1.5, Section 20104, of the Public Contract Code, which provisions are not binding upon District, which is a charter District governed by the California Constitution, Article XI, Section 5.

#### **4.6 MEDIATION**

4.6.1 If the parties to a dispute agree in writing, any Claim appealed from the decision of District's Representative may be submitted to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association ("AAA") then in effect.

**ARTICLE 5**  
**SUBCONTRACTORS**

**5.1 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK**

5.1.1 Unless otherwise stated in the Contract Documents, Contractor shall submit in writing, prior to entering into subcontract agreements, the names and addresses of all Subcontractors proposed for the Work that were not previously listed in Contractor's bid. Any Subcontractor may be disqualified if the District or District's Representative determines that such Subcontractor fails to meet the requirements of the Contract Documents or for any other reason.

5.1.2 In accordance with the Subletting and Subcontracting Fair Practices Act, nothing herein shall be deemed to entitle Contractor, without the approval of District, to substitute other Subcontractors for those named in Contractor's list of Subcontractors and list of changes in Subcontractors due to alternates contained in the completed bid form; and, except with such approval, no such substitution shall be made.

5.1.3 Except as hereinafter provided, any increase in the cost of the Work resulting from the replacement or substitution of a Subcontractor, as required by District or District's Representative pursuant to Paragraph 5.1.1, shall be borne solely by Contractor and Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time on account of such replacement or substitution. However, if a replacement or substitution of any Subcontractor is made as a result of the request of District or District's Representative for any reason other than failure of such Subcontractor to meet the requirements of the Contract Documents, the Contract Sum may be subject to adjustment of an amount equal to the increase or decrease in the original subcontract amount. In such cases and at the request of District, the replacement Subcontractor shall be selected through a competitive bidding process acceptable to District.

**5.2 SUBCONTRACTUAL RELATIONS**

5.2.1 All subcontracts shall be in writing and shall require the Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by the terms of the Contract Documents, to assume toward Contractor all the obligations and responsibilities which Contractor assumes towards District by the Contract Documents, and to perform such portion of the Work in accordance with the Contract Documents. Each such subcontract shall preserve and protect the rights of District under the Contract Documents, with respect to the Work to be performed by Subcontractor, so that subcontracting thereof will not prejudice such rights. Contractor shall cause each such subcontract to expressly include the following requirements:

- .1 Subcontractor waives all rights that Subcontractor may have against District for damages caused by fire or other perils covered by builder's risk property insurance carried by Contractor or District, except for such rights Subcontractor may have to the proceeds of such insurance held by District under Article 11.
- .2 District and entities and agencies designated by District shall have access to and the right to audit and copy at District's cost all of Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Subcontractor shall preserve all such records and other items for a period of at least three (3) years after Final Completion.
- .3 Subcontractor recognizes the rights of District under Section 5.3, Contingent Assignment of Subcontracts, and agrees, upon notice from District that District has elected to accept said assignment and to retain Subcontractor pursuant to the terms of the subcontract, to complete the unperformed obligations under the subcontract and, if requested by District,

to execute a written agreement confirming that Subcontractor is bound to District under the terms of the subcontract.

5.2.2 Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and District, except when, and only to the extent that, District elects to accept the assignment of the subcontract with such Subcontractor pursuant to Section 5.3, Contingent Assignment of Subcontracts.

5.2.3 No Subcontractors shall commence to Work at the Project unless and until their subcontract is available for inspection at the Contractor's office at the Project site. Upon request of District's Representative, any or all subcontracts shall be produced for inspection. Any failure to produce a requested subcontract for inspection by the District's Representative will be cause for District to withhold partial payments.

### **5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS**

5.3.1 Contractor hereby assigns to District all its interest in subcontracts now or hereafter entered into by Contractor for performance of any part of the Work. The assignment will be effective upon acceptance by District in writing and only as to those subcontracts which District designates in writing. District may accept said assignment at any time during the course of the Work and prior to Final Completion in the event of a suspension or termination of Contractor's rights under the Contract Documents. Such assignment is part of the consideration to District for entering into the Contract Agreement with Contractor and may not be withdrawn prior to Final Completion.

## **ARTICLE 6**

### **SITE INVESTIGATION AND CONDITIONS**

#### **6.1 SITE INFORMATION PROVIDED BY DISTRICT**

6.1.1 The District has made available to the Contractor, prior to the receipt of bids, all information of which District is aware as to surface and subsurface conditions in the vicinity of the Project site, including any topographical maps, reports of investigation of soil or subsurface conditions and logs of test borings, written opinions of technical advisers, and other information. All such information was obtained by District to assist the Project consultants and provide geotechnical data for site preparation, grading and design of foundations.

6.1.2 The information which District has made available is not part of the Contract Documents and was made available solely for the convenience of the Contractor. It is expressly understood and agreed that the District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of any investigation District has made, the records thereof, or of the interpretations set forth therein, and there is no warranty or guaranty, express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout the Project site or any part thereof, or that unanticipated developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

#### **6.2 CONTRACTOR'S DUTY TO INSPECT SITE**

6.2.1 The availability to the Contractor of District's information shall not be construed as a waiver of the Contractor's duty to examine the Project site. The Contractor represents that prior to submitting a bid, the Contractor visited the Project site and made such independent investigations and examinations deemed

necessary to determine the existing conditions, nature of materials to be encountered and other facts concerning or affecting the Work to be performed under the Contract Documents.

### **6.3 RISK OF UNANTICIPATED SOIL OR SUBSURFACE CONDITIONS**

6.3.1 The information which District has made available to Contractor will not relieve the Contractor from the risk of unanticipated soil or subsurface conditions or other physical conditions which were discoverable by a reasonable prebid inspection of the project site or from properly fulfilling the terms of the Contract Documents at the Contract Sum.

## **ARTICLE 7**

### **CHANGES IN THE WORK**

#### **7.1 CHANGES**

7.1.1 District may, from time to time, order additions, deletions, and other changes in the Work. Changes in the Work may be affected by a change order or field order without invalidating the Contract Agreement and without notice to sureties.

7.1.2 Contractor shall proceed promptly with any changes in the Work, unless otherwise provided in the relevant change order, field order, or letter of instruction.

7.1.3 An adjustment of the Contract Time shall not be made unless the change described in the change order affects Work that is on the critical path of the Contract Schedule or otherwise affects critical Work activities.

#### **7.2 CHANGE ORDERS**

7.2.1 A change order is a written instrument prepared by District's Representative, which provides for the following:

- .1 A change in the Work, if any.
- .2 An adjustment of the Contract Sum, if any.
- .3 An adjustment of the Contract Time, if any.

Change orders cannot be authorized by District's project architect or by anyone other than the District's Representative, unless specifically authorized by the plans and specifications.

7.2.2 If requested, Contractor shall promptly provide District's Representative with a formal change order proposal and by this reference incorporated herein, setting forth Contractor's proposed adjustments of the Contract Sum and the Contract Time, if any, for performing the change in the Work. Adjustments of the Contract Sum shall be determined using the methods described in this Section 7.2.

7.2.3 When Work is omitted by change order, the adjustment to the Contract Sum shall be computed on the basis of one or more of the following:

- .1 Unit prices stated in the Contract Documents or agreed upon by District's Representative and Contractor.
- .2 A lump sum agreed upon by the District's Representative and Contractor, based upon the estimated costs of the omitted portions of the Work, with no Contractor fee.
- .3 As determined by District's Representative, if District and Contractor cannot agree upon one or both of the methods described above, which determination shall be in accordance with the methods described in Paragraphs 7.2.4 to 7.2.12.

7.2.4 **EXTRA WORK PERFORMED BY CONTRACTOR.** The Contractor will be paid the direct costs for labor, materials and equipment used in performing extra work approved by District's Representative. There will be added a markup for overhead and profit of fifteen percent (15%) to the cost of labor, seven percent (7%) to the cost of materials, and five percent (5%) to the equipment rental. These markups shall constitute full compensation for all profit and overhead costs, regardless of whether the work was performed by Contractor or a Subcontractor, and shall be deemed to include all items of expense not specifically designated as cost or equipment rental.

**7.2.5 LABOR.** Contractor will be paid the cost of labor for the workers (including supervisors when authorized by the District's Representative), used in the actual and direct performance of the work. The cost of labor, whether the employer is the Contractor, Subcontractor, or other forces, will be the sum of the following:

- .1 Actual Wages. The actual wages paid shall include any employer payments to or on behalf of the workers for health and welfare, pension, vacation, and similar purposes.
- .2 Labor Surcharge. To the actual wages, as defined in Subparagraph 7.2.5.1, will be added a labor surcharge set forth in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished. The labor surcharge shall constitute full compensation for all payments imposed by State and Federal laws and for all other payments made to or on behalf of the workers, other than actual wages as defined in Subparagraph 7.2.5.1 and subsistence and travel allowance as specified in Subparagraph 7.2.5.3.
- .3 Subsistence and Travel Allowance. The actual subsistence and travel allowance paid to the workers.

**7.2.6 MATERIALS.** The District reserves the right to furnish any materials it deems advisable, and the Contractor shall have no claims for costs and markup on these materials.

Only materials furnished by the Contractor and necessarily used in the performance of the work will be paid for. The cost of those materials will be the cost to the purchaser, whether Contractor, Subcontractor or from the supplier thereof, except as the following are applicable:

- .1 If a cash or trade discount by the actual supplier is offered or available to the purchaser, it shall be credited to the District notwithstanding the fact that the discount may not have been taken.
- .2 If materials are procured by the purchaser by any method which is not a direct purchase from and a direct billing by the actual supplier to the purchaser, the cost of those materials shall be deemed to be the price paid to the actual supplier as determined by the District's Representative plus the actual costs, if any, incurred in the handling of the materials.
- .3 If the materials are obtained from a supply or source owned wholly or in part by the purchaser, the cost of those materials shall not exceed the price paid by the purchaser for similar materials furnished from that source on contract items or the current wholesale price for those materials delivered to the job site, whichever price is lower.
- .4 If the cost of the materials is, in the opinion of the District's Representative excessive, then the cost of the material shall be deemed to be the lowest current wholesale price at which the materials were available in the quantities concerned delivered to the job site less any discounts as provided in Subparagraph 7.2.6.1.
- .5 If the Contractor does not furnish satisfactory evidence of the cost of the materials from the actual supplier thereof within sixty (60) days after the date of delivery of the material

or within fifteen (15) days after acceptance of the Work, whichever occurs first, the District reserves the right to establish the cost of the materials at the lowest current wholesale prices at which the materials were available in the quantities concerned delivered to the location of the work, less any discounts as provided in Subparagraph 7.2.6.1.

**7.2.7 EQUIPMENT RENTAL.** The Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished and which is a part of the Contract Documents, regardless of ownership and any rental or other agreement, if they may exist, for the use of that equipment entered into by the Contractor, except that for those pieces of equipment with a rental rate of \$10.00 per hour or less as listed in the Labor Surcharge and Equipment Rental Rates publication and which are rented from a local equipment agency, other than Contractor owned, the Contractor will be paid at the hourly rate shown on the rental agency invoice or agreement for the time used on the work as provided in Paragraph 7.2.8 "Equipment on the Work." If a minimum equipment rental amount is required by the local equipment rental agency, the actual amount charged will be paid to the Contractor.

If it is deemed necessary by District's Representative to use equipment not listed in the Labor Surcharge and Equipment Rental Rates publication, a suitable rental rate for that equipment will be established by the District's Representative. The Contractor may furnish any cost data which might assist the District's Representative in the establishment of the rental rate. If the rental rate established by the District's Representative is \$10.00 per hour or less, the provisions above concerning rental of equipment from a local equipment agency shall apply. The rental rates paid as above-provided shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Operators of rented equipment will be paid for as provided in Paragraph 7.2.5 "Labor."

All equipment shall, in the opinion of the District's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Individual pieces of equipment or tools not listed in the Labor Surcharge and Equipment Rental Rate publication and having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor.

Rental time will not be allowed while equipment is inoperative due to breakdowns.

**7.2.8 EQUIPMENT ON THE WORK.** The rental time to be paid for equipment on the work shall be the time the equipment is in operation on the extra work being performed and, in addition, shall include the time required to move the equipment to the location of the extra work and return it to the original location or to another location requiring no more time than that required to return it to its original location, except that moving time will not be paid for if the equipment is used at the site of the extra work on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made if the equipment is used at the site of the extra work on other than the extra work.

The following shall be used in computing the rental time of equipment on the work:

- .1 When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be 0.5-hour of operation.
- .2 When daily rates are listed, less than four (4) hours of operation shall be considered to be 0.5-day of operation.

**7.2.9 EQUIPMENT NOT ON THE WORK.** For the use of equipment moved in on the work and used exclusively for extra work paid, the Contractor will be paid the rental rates listed in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the work is accomplished, or determined as provided in Paragraph 7.2.7 and for the cost of transporting the equipment to the location of the work and its return to its original location, all in accordance with the following provisions:

- .1 The original location of the equipment to be hauled to the location of the work shall be agreed to by the District's Representative in advance.
- .2 The District will pay the costs of loading and unloading the equipment.
- .3 The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers.
- .4 The cost of transporting equipment shall not exceed the applicable minimum established rates of the Public Utilities Commission.
- .5 The rental period shall begin at the time the equipment is unloaded at the site of the extra work, shall include each day that the equipment is at the site of the extra work, excluding Saturdays, Sundays, and legal holidays unless the equipment is used to perform the extra work on those days, and shall terminate at the end of the day on which the District's Representative directs the Contractor to discontinue the use of the equipment. The rental time to be paid per day will be in accordance with the following:

Hours Equipment is in Operation	Hours to be paid
0	4
0.5.	4.25
1	4.5
1.5.	4.75
2	5
2.5	5.25
3	5.5
3.5	5.75
4	6
4.5	6.25
5	6.5
5.5	6.75
6	7

6.5	7.25
7	7.5
7.5	7.75
8	8
Over 8	hours in operation

The hours to be paid for equipment which is operated less than eight (8) hours due to breakdowns shall not exceed eight (8) less the number of hours the equipment is inoperative due to breakdowns.

When hourly rates are listed, less than thirty (30) minutes of operation shall be considered to be 0.5-hour of operation.

When daily rates are listed, payment for 0.5-day will be made if the equipment is not used. If the equipment is used, payment will be made for one (1) day.

The minimum rental time to be paid for the entire rental period on an hourly basis shall not be less than eight (8) hours or, if on a daily basis, shall not be less than one (1) day.

- .6 Should the Contractor desire the return of the equipment to a location other than its original location, the District will pay the cost of transportation in accordance with the above provisions, provided the payment shall not exceed the cost of moving the equipment to the work.
- .7 Payment for transporting, and loading and unloading equipment, as above provided, will not be made if the equipment is used on the work in any other way than upon extra work paid for.

When extra work, other than work specifically designated as extra work in the plans and specifications, is to be paid and the District's Representative determines that the extra work requires the Contractor to move on to the work equipment which could not reasonably have been expected to be needed in the performance of the work, the District's Representative may authorize payment for the use of the equipment at equipment rental rates in excess of those listed as applicable for the use of that equipment subject to the following additional conditions:

- .1 The District's Representative shall specifically approve the necessity for the use of particular equipment on that work,
- .2 The Contractor shall establish to the satisfaction of the District's Representative that the equipment cannot be obtained from the Contractor's normal equipment source or sources and those of the Contractor's Subcontractors,
- .3 The Contractor shall establish to the satisfaction of the District's Representative that the proposed equipment rental rate for the equipment from the proposed source is reasonable and appropriate for the expected period of use,
- .4 The District's Representative shall approve the equipment source and the equipment rental rate to be paid by the District before the Contractor begins work involving the use of that equipment.

**7.2.10 OWNER-OPERATED EQUIPMENT.** When owner-operated equipment is used to perform extra work, the Contractor will be paid for the equipment and operator, as follows:

Payment for the equipment will be made in accordance with the provisions in Paragraph 7.2.7 "Equipment Rental."



Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by the Contractor to other workers operating similar equipment already on the project or, in the absence of other workers operating similar equipment, at the rates for that labor established by collective bargaining agreements for the type of workers and location of the work, whether or not the owner-operator is actually covered by an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in Subparagraph 7.2.5.2 "Labor Surcharge."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markups for equipment rental and labor as provided in Paragraph 7.2.4 "Extra Work Performed by Contractor."

**7.2.11 DUMP TRUCK RENTAL.** Dump truck rental shall conform to the provisions of Paragraphs 7.2.7 "Equipment Rental," 7.2.8 "Equipment on the Work," and 7.2.9 "Equipment Not on the Work," except as follows:

- .1 Fully maintained and operated rental dump trucks used in the performance of extra work will be paid for at the same hourly rate paid by the Contractor for use of fully maintained and operated rental dump trucks in performing contract item work.
- .2 In the absence of contract item work requiring dump truck rental, the District's Representative will establish an hourly rental rate to be paid. The Contractor shall provide the District's Representative with complete information on the hourly rental rates available for rental of fully maintained and operated dump trucks.
- .3 The provisions in Paragraph 7.2.5 "Labor" shall not apply to operators of rented dump trucks.
- .4 The rental rates listed for dump trucks in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates shall not apply.
- .5 To the total of the rental costs for fully maintained and operated dump trucks, including labor, there will be added a markup of fifteen percent (15%). No separate markup will be made for labor.
- .6 The provisions of Paragraph 7.2.10 "Owner-Operated Equipment" shall not apply to dump truck rentals.

**7.2.12 WORK PERFORMED BY SPECIAL FORCES OR OTHER SPECIAL SERVICES.** When the District's Representative and the Contractor, by agreement, determine that a special service or an item of extra work cannot be performed by the forces of the Contractor or those of any of the Contractor's Subcontractors, that service or extra work item may be performed by a specialist. Invoices for the service or item of extra work on the basis of the current market price thereof may be accepted without a complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with the established practice of the special service industry to provide a complete itemization.

In those instances wherein a Contractor is required to perform extra work necessitating a fabrication or machining process in a fabrication or machine shop facility away from the job site, the charges for that portion of the extra work performed in the facility may, by agreement, be accepted as a specialist billing. To the specialist invoice price, less a credit to the District for any cash or trade discount offered or available, whether or not the discount may have been taken, will be added fifteen percent (15%) in lieu of the percentages provided in Paragraph 7.2.4 "Extra Work Performed by Contractor."

**7.2.13 RECORDS.** The Contractor shall maintain records in such a manner as to provide a clear distinction between the direct costs of extra work and the costs of other operations. From the above records,

the Contractor shall furnish the District's Representative completed daily extra work reports, either on forms furnished by the District or on computerized facsimiles of the California Department of Transportation's forms acceptable to the District's Representative, for each day's extra work. The daily extra work reports shall itemize the materials used and shall cover the direct cost of labor and the charges for equipment rental, whether furnished by the Contractor, Subcontractor, or other forces, except for charges described in Paragraph 7.2.12 "Work Performed by Special Forces or Other Special Services." The daily extra work reports shall provide names or identifications and classifications of workers, the hourly rate of pay and hours worked, and also the size, type and identification number of equipment, and hours operated.

Material charges shall be substantiated by valid copies of vendor's invoices. The invoices shall be submitted with the daily extra work reports or, if not available, they shall be submitted with subsequent daily extra work reports. Should the vendor's invoices not be submitted within sixty (60) days after the date of delivery of the material or within fifteen (15) days after completion of the extra work, whichever occurs first, the District reserves the right to establish the cost of the materials at the lowest current wholesale prices at which those materials were available in the quantities concerned, delivered to the location of work, less any discounts as provided in Subparagraph 7.2.6.1.

Daily extra work reports shall be signed by the Contractor or the Contractor's authorized representative.

The District's Representative will compare his or her records with the completed daily extra work reports furnished by the Contractor and make any necessary adjustments. When these daily extra work reports are agreed upon and signed by both parties, the reports shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit by the District.

The Contractor's cost records pertaining to extra work shall be open to inspection or audit by representatives of the District during the life of the Contract Agreement and for a period of not less than four (4) years after the date of the notice of completion or cessation of labor therefor, and the Contractor shall retain those records for that period. Where payment for materials or labor is based on the cost thereof to forces other than the Contractor, the Contractor shall make every reasonable effort to ensure that the cost records of those other forces will be open to inspection and audit by representatives of the District on the same terms and conditions as the cost records of the Contractor. If an audit is to be commenced more than sixty (60) days after the acceptance date of the notice of completion or cessation of labor, the Contractor will be given a reasonable notice of the time when the audit is to begin.

**7.2.14 PAYMENT.** Payment as provided in Paragraphs 7.2.4 "Extra Work Performed by Contractor" and 7.2.12 "Work Performed by Special Forces or Other Special Services" shall constitute full compensation to the Contractor for performance of extra work and no additional compensation will be allowed therefor. The payment will be made in accordance with the provisions in Section 9.2 "Partial Payment."

### **7.3 FIELD ORDERS**

7.3.1 A field order describing the scope of the change in the Work and the estimated adjustments of the Contract Sum and the Contract Time may be issued by District's Representative to order a change in the Work before the terms of the change incorporated into a change order. If appropriate, Contractor shall promptly provide District's Representative with a change order proposal, in the form attached hereto marked Exhibit A, setting forth its estimate of the adjustments of the Contract Sum and the Contract Time, if any, for performing the change in the Work. The field order will be superseded by a change order which shall include the actual adjustments, if any, of the Contract Sum and the Contract Time, as well as the scope

of the change in the Work. Only District's Representative has the authority to issue field orders, except when otherwise provided in the plans or Specifications.

7.3.2 If the field order provides for an adjustment of the Contract Sum, the adjustment shall be based upon one of the methods described in Section 7.2.

7.3.3 Upon receipt of a field order, Contractor shall promptly proceed with the change in the Work. Contractor shall advise District's Representative of its agreement or disagreement with the method, if any, provided in the field order for determining the proposed adjustments of the Contract Sum and the Contract Time.

7.3.4 A field order signed by Contractor indicates the agreement of Contractor therewith, including Contractor's agreement to the estimated adjustments of the Contract Sum and the Contract Time and the methods used to determine those adjustments. Such an agreement shall be effective immediately and will be followed with a change order at such time as the actual adjustments are determined.

7.3.5 If the Contractor does not agree to the adjustment of the Contract Sum set forth in a field order, District's Representative shall determine the adjustment of the Contract Sum in accordance with the provisions of Paragraphs 7.2.4.

#### **7.4 LETTERS OF INSTRUCTION**

7.4.1 District's Representative may issue letters of instruction which make interpretations or clarifications of the Contract Documents that do not change the scope of Work or involve an adjustment of the Contract Sum or the Contract Time and that are consistent with the intent of the Contract Documents. Letters of instruction shall be binding upon Contractor. The Contractor shall promptly carry out the requirements of such letters of instruction.

### **ARTICLE 8 CONTRACT TIME**

#### **8.1 COMMENCEMENT OF THE WORK**

8.1.1 The date of commencement of the Work shall be set forth in the notice to proceed. The date of commencement of the Work shall not be postponed by the failure of the Contractor, or of persons or firms for whom Contractor is responsible, to act.

#### **8.2 PROGRESS AND COMPLETION**

8.2.1 By signing the Contract Agreement, Contractor represents to District that the Contract Time is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

8.2.2 Contractor shall not, except by agreement or instruction of District's Representative in writing, commence operations on the Project site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by Contractor. The dates of commencement and completion of the Work shall not be changed by the effective date of such insurance.

8.2.3 Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time. If Contractor is not diligently proceeding with the prosecution of the Work as scheduled, Contractor shall, immediately and at no additional cost to District, take all measures necessary,

including working such overtime, additional shifts, Sundays, or holidays, as may be required to correct said delays and to ensure no further delays to the completion of the Work.

### **8.3 DELAY**

8.3.1 As used herein, the following terms shall have the following meanings:

- .1 "Excusable Delay" means any delay of the completion of the Work beyond the expiration of the Contract Time caused by conditions beyond the control and without the fault or negligence of Contractor such as embargoes, fire, unavoidable casualties, unusual delays in transportation, national emergency, and abnormal stormy and inclement weather conditions in which the Work cannot continue. The financial inability of Contractor or any Subcontractor and any default of any Subcontractor, without limitation, shall not be deemed conditions beyond Contractor's control. An Excusable Delay may entitle Contractor to an extension of the Contract Time, in accordance with Paragraphs 7.1.3 and 8.3.2, but shall not entitle Contractor to any adjustment of the Contract Sum.
- .2 "Compensable Delay" means any delay of the completion of the Work beyond the expiration date of the Contract Time caused by the gross negligence or willful acts of District or District's Representative, and which delay is unreasonable under the circumstances involved and not within the contemplation of the parties. A Compensable Delay may entitle Contractor to an extension of the Contract Time, in accordance with Paragraph 8.3.2 and subject to Paragraph 7.1.3, and/or an adjustment of the Contract Sum, in accordance with Paragraph 8.3.3. Except as provided herein, Contractor shall have no Claim for damage or compensation for any delay, interruption, hindrance, or disruption.
- .3 "Unexcusable Delay" means any delay of the completion of the Work beyond the expiration of the Contract Time resulting from causes other than those listed in Subparagraphs 8.3.1.1 and 8.3.1.2. An Unexcusable Delay shall not entitle the Contractor to an extension of the Contract Time or an adjustment of the Contract Sum.

#### **8.3.2 CLAIMS FOR ADJUSTMENT OF THE CONTRACT TIME FOR DELAYS**

Contractor may make a Claim for an extension of the Contract Time, for an Excusable Delay or a Compensable Delay, subject to the following:

- .1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last.
- .2 If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the Excusable Delay or the Compensable Delay exceeds the Unexcusable Delay.
- .3 If an Unexcusable Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, by which the number of days determined pursuant to Subparagraph 8.3.2.1 exceeds the number of days of the Unexcusable Delay.

#### **8.3.3 CLAIMS FOR ADJUSTMENT OF THE CONTRACT SUM FOR DELAYS**

For a Compensable Delay, Contractor shall only be entitled to an adjustment of the Contract Sum in an amount equal to the sum of the following:

- .1 Actual and unavoidable additional costs of labor, material, and equipment provided by Contractor at the Project site as a result of the Compensable Delay,

- .2 plus actual and unavoidable additional costs incurred by Contractor for labor, material, and equipment provided by Subcontractors as a result of the Compensable Delay,
- .3 plus actual and unavoidable additional wages or salaries and fringe benefits and payroll taxes of supervisory and administrative personnel provided by Contractor and Subcontractors at the Project site as a result of the Compensable Delay,
- .4 plus the amount of the Contractor fee determined by applying the provisions of Paragraph 7.2.4 to the sum of items .1, .2, and .3 above.

To be entitled to an adjustment of the Contract Sum for Compensable Delay, Contractor shall comply with the provisions of Sections 4.2 through 4.5. Except as provided herein, Contractor shall have no Claim for damage or compensation for any delay, interruption, hindrance, or disruption.

8.3.4 The parties agree that District's exercise of its rights to order changes in the Work, regardless of the extent and number of changes, or to suspend the Work, is within the contemplation of the parties and shall not be the basis for any Claim for Compensable Delay. The rights of Contractor to adjustments of the Contract Time and the Contract Sum, based on changes ordered in the Work or suspension of the Work, shall be solely governed by the provisions of Articles 7 and 13, respectively.

8.3.5 The determination of whether a delay is an Excusable Delay, Compensable Delay, or Unexcusable Delay shall not be affected by the fact that any earlier delay occurred, regardless of fault or causation.

## **ARTICLE 9**

### **PAYMENTS AND COMPLETION**

#### **9.1 COST BREAKDOWN**

9.1.1 Within thirty (30) days after signing the Contract Agreement, but in any event prior to the first partial payment request, Contractor shall submit to District's Representative a cost breakdown of the Contract Sum. The cost breakdown shall itemize as separate line items the cost of each Work activity and all other costs, including warranties, record documents, insurance, bonds, overhead expenses, and the total allowance for profit, the total of which shall equal the Contract Sum. The cost breakdown, when approved by District, shall become the basis for determining the cost of Work performed for Contractor's partial payment requests.

#### **9.2 PARTIAL PAYMENT**

9.2.1 District agrees to pay monthly to Contractor, subject to Paragraph 9.4.2, an amount equal to ninety percent (90%) of the sum of the following:

- .1 Cost of the Work in permanent place as of the end of the preceding month,
- .2 plus cost of materials not yet incorporated in the Work, subject to Paragraph 9.3.5,
- .3 less amounts previously paid.

9.2.2 The balance of the Contract Sum shall be paid after Final Completion in accordance with Section 9.7.

#### **9.3 PARTIAL PAYMENT REQUEST**

9.3.1 On or before the tenth (10th) day of the month or such other date as is established by the Contract Documents, Contractor shall submit to District's Representative an itemized partial payment request for the cost of the Work in permanent place, as approved by District's Representative, which has been completed

in accordance with the Contract Documents as of the last day of the preceding month, less amounts previously paid. The partial payment request shall be prepared as follows:

- .1 Use the form acceptable to the District.
- .2 Itemize in accordance with the cost breakdown.
- .3 Include such data substantiating Contractor's right to payment as District's Representative may reasonably require, such as invoices, certified payrolls, daily time and material records, and, if securities are deposited in lieu of retention pursuant to Section 9.5, a certification of the market value of all such securities as of a date not earlier than five (5) days prior to the date of the partial payment request.
- .4 Itemize retention.

9.3.2 Partial payment requests shall not include requests for payment on account of (1) changes which have not been authorized by change orders or (2) amounts Contractor does not intend to pay a Subcontractor because of a dispute or other reason.

9.3.3 If required by District, a partial payment request shall be accompanied by (1) a summary showing payments that will be made to Subcontractors covered by such request and (2) unconditional waivers and releases of Claims and stop notices from each Subcontractor listed in the preceding partial payment request covering sums disbursed pursuant to that preceding partial payment request.

9.3.4 Contractor warrants that, upon submittal of a partial payment request, all Work for which partial payment authorizations have been previously issued and payment has been received from District shall be free and clear of all Claims, stop notices, security interests, and encumbrances in favor of Contractor, Subcontractors, or other persons or firms entitled to make Claims by reason of having provided labor, materials, or equipment relating to the Work.

9.3.5 At the sole discretion of District, District's Representative may approve for inclusion in the partial payment request the cost of materials not yet incorporated in the Work but already delivered and suitably stored either at the Project site or at some other appropriate location acceptable to District's Representative. In such case, Contractor shall furnish evidence satisfactory to District's Representative (1) of the cost of such materials and (2) that such materials are under the exclusive control of Contractor. Only materials to be incorporated in the Work will be considered for payment. Any payment shall not be construed as acceptance of such materials nor relieve Contractor from sole responsibility for the care and protection of such materials; nor relieve Contractor from the risk of loss to such materials from any cause whatsoever; nor relieve Contractor from its obligation to complete the Work in accordance with the Contract Documents; nor act as a waiver of the right of District to require fulfillment of all terms of the Contract Agreement.

#### **9.4 PARTIAL PAYMENT AUTHORIZATION**

9.4.1 If Contractor has submitted a partial payment request in accordance with Section 9.3, District's Representative shall, not later than ten (10) working days after the date of receipt of the partial payment request, issue to District, with a copy to Contractor, a partial payment authorization for such amount as District's Representative determines to be properly due.

9.4.2 Approval of all or any part of a partial payment request may be withheld, a partial payment authorization may be withheld, and all or part of a previous partial payment authorization may be nullified, and that amount withheld from a current partial payment authorization on account of any of the following:

- .1 Defective work not remedied.

- .2 Third-party claims against Contractor or District arising from the acts or omissions of Contractor or Subcontractors.
- .3 Stop notices.
- .4 Failure of Contractor to make timely payments due Subcontractors for material or labor.
- .5 A reasonable doubt that the Work can be completed for the balance of the Contract Sum then unpaid.
- .6 Damage to District or a separate contractor for which Contractor is responsible.
- .7 Reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance of the Contract Sum would not be adequate to cover District's damages for the anticipated delay.
- .8 Failure of Contractor to maintain and update record documents.
- .9 Failure of Contractor to submit schedules or their updates as required by the Contract Documents.
- .10 Performance of Work by Contractor without properly processed Shop Drawings.
- .11 Liquidated damages assessed in accordance with Article 4 of the Contract Agreement.
- .12 Any other failure of Contractor to perform its obligations under the Contract Documents.

9.4.3 Subject to the withholding provisions of Paragraph 9.4.2, District shall pay Contractor the amount set forth in the partial payment authorization no later than thirty (30) days after the issuance of the partial payment authorization.

9.4.4 Neither a partial payment authorization nor any partial payment made by District shall constitute acceptance of defective work.

## **9.5 BENEFICIAL OCCUPANCY**

9.5.1 District reserves the right, at its option and convenience, to occupy or otherwise make use of all or any part of the Work at any time prior to Final Completion upon ten (10) days' notice to Contractor. Such occupancy or use is herein referred to as "Beneficial Occupancy." Beneficial Occupancy shall be subject to the following conditions:

- .1 District's Representative will make an inspection of the portion of the Project to be beneficially occupied and prepare a list of items to be completed or corrected prior to Final Completion. Prior to Beneficial Occupancy, District will issue a certificate of Beneficial Occupancy on District's form.
- .2 Beneficial Occupancy by District shall not be construed by Contractor as an acceptance by District of that portion of the Work which is to be occupied.
- .3 Beneficial Occupancy by District shall not constitute a waiver of existing Claims of District or Contractor against each other.
- .4 The guarantee to repair periods, as defined in Section 12.2, will commence upon the first dates of actual occupancy or use of portions of the Work actually occupied and equipment or systems fully utilized.
- .5 District shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.
- .6 District shall pay all utility costs which arise out of the Beneficial Occupancy.
- .7 Contractor shall not be responsible for providing security in areas beneficially occupied.
- .8 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

**9.6 FINAL COMPLETION AND FINAL PAYMENT**

9.6.1 Upon receipt of notice from Contractor that the Work is ready for final inspection, District's Representative will make such inspection. Final Completion shall be when District's Representative determines that the Work is fully completed and in accordance with the Contract Documents. District will file a notice of completion within thirty (30) days after Final Completion. After receipt of the final payment request, if District's Representative determines that Final Completion has occurred, District's Representative will issue the final authorization for payment.

9.6.2 Neither final payment nor any retention shall become due until Contractor submits the following items to District's Representative:

- .1 The final payment request and all submittals required by Section 9.3 and the Contract Documents.
- .2 If required by District, conditional releases from Subcontractors entitled to receive any portion of the final payment and unconditional releases from Contractor, such releases to be in a form satisfactory to District.
- .3 All guarantees and warranties procured by Contractor from Subcontractors, all operating manuals for equipment installed in the Project, record documents, and all other submittals required by the Contract Documents.
- .4 Contractor has furnished to District written consent from the performance bond and payment bond sureties to such release of retention.

If releases are required, Contractor shall pay or cause to be paid to Subcontractors the amount stated in the conditional releases within five (5) days after receipt of the final payment and shall promptly thereafter furnish evidence of such payment to District. If District does not require releases, the final payment shall be made, subject to the satisfaction of all other conditions to final payment, thirty-five (35) days after the filing of the notice of completion.

9.6.3 Acceptance of final payment by Contractor shall constitute a waiver of all Claims, except those previously made in writing and identified by Contractor as unsettled at the time of the final payment request.

**ARTICLE 10**

**PROTECTION OF PERSONS AND PROPERTY**

**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

10.1.1 Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract Documents.

**10.2 SAFETY OF PERSONS AND PROPERTY**

10.2.1 Contractor shall take adequate precautions for the safety of persons and property and shall provide adequate protection to prevent damage, injury, or loss to the following:

- .1 Employees involved in the Work and other persons who may be affected thereby.
- .2 The Work in place and materials and equipment to be incorporated therein, whether in the storage on or off the Project site, under care, custody, or control of Contractor or Subcontractors.
- .3 Other property at the Project site and adjoining property.

10.2.2 Contractor shall erect and maintain, as required by existing conditions and performance of the Work, adequate safeguards for safety and protection, including providing adequate lighting and ventilation,



posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying District and users of adjacent sites and utilities.

10.2.3 When use or storage of explosives, other hazardous materials, equipment, or unusual methods is necessary for the execution of the Work, Contractor shall exercise the utmost care and carry on such activities only under the supervision of properly qualified personnel.

10.2.4 Contractor shall designate a responsible member of Contractor's organization at the Project site whose duty shall be the prevention of accidents. That person shall be the Contractor's superintendent, unless otherwise designated by Contractor in writing to District and District's Representative.

10.2.5 Contractor shall not load or permit any part of the Work or the Project site to be loaded so as to endanger the safety of persons or property.

### **10.3 EMERGENCIES**

10.3.1 In an emergency affecting the safety of persons or property, Contractor shall act to prevent or minimize damage, injury, or loss. Contractor shall promptly notify District's Representative, which notice may be oral followed by written confirmation, of the occurrence of such an emergency and Contractor's action.

## **ARTICLE 11** **INSURANCE AND BONDS**

### **11.1 LIABILITY INSURANCE**

11.1.1 Contractor shall, at its expense, purchase and maintain in full force and effect such insurance as will protect itself and District, District's boards and commissions and members thereof, and District's officers, employees and agents from Claims, such as for bodily injury, death, and property damage, which may arise out of or result from the Work required by the Contract Documents, whether such Work is done by Contractor, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

11.1.2 The following liability policies and coverages shall be furnished by Contractor:

- .1 COMPREHENSIVE OR COMMERCIAL FORM GENERAL LIABILITY INSURANCE in the amount of at least Two Million Dollars (\$2,000,000) single limit for each occurrence, \$4 million for aggregate with a maximum policy deductible of \$500, covering all Work done by or on behalf of Contractor and providing insurance for bodily injury, personal injury, property damage, and contractual liability. Except with respect to bodily injury and property damage included within the products and completed operations hazards, the aggregate limit shall apply separately to Work required of Contractor by these Contract Documents. However, if the insurance under this Subparagraph 11.1.2.1 is written on a claims-made form, coverage shall survive for a period of not less than three (3) years following termination of the Contract Agreement. Coverage shall provide for a retroactive date of placement coinciding with the effective date of the Contract Agreement.
- .2 BUSINESS AUTOMOBILE LIABILITY INSURANCE on an "Occurrence" form in the amount of at least One Million Dollars (\$1,000,000), and covering owned, hired, leased, and non-owned automobiles used by or on behalf of Contractor and providing insurance for bodily injury and property damage.

11.1.3 Contractor's liability insurance as required by Paragraph 11.1.2 shall, by endorsement to the policies, include the following:

- .1 An additional insured provision stating that District, District's boards and commissions and members thereof, and District's officers, employees and agents are covered as insureds with respect to liabilities arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations, and with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. However, coverage shall not extend to indemnity for the active negligence of the additional insureds in any case where an agreement to indemnify the additional insureds would be invalid under Subdivision (b) of Section 2782 of the California Civil Code.
- .2 A severability of interest clause stating that, "The term 'insured' is hereby used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limits of the insurers' liability."
- .3 A cross-liability clause stating that, "In the event of claims being made under any of the coverages of the policies referred to herein by one or more insureds hereunder for which another insured hereunder may be liable, then the policies shall cover such insureds against whom a claim is made or may be made in the same manner as if separate policies had been issued to each insured hereunder. Nothing contained herein, however, shall operate to increase the insurers' limits of liability as set forth in the insuring agreements."
- .4 A provision stating that District, District's boards, commissions and members thereof, and District's officers, employees and agents shall not by reason of their inclusion as insureds incur liability to the insurance carriers for payment of premiums for such insurance.
- .5 A provision stating that the coverage provided by such insurance shall be primary and not in excess of or contributing with respect to any insurance, indemnity coverage afforded by a risk pool, or self-insurance maintained by District, District's board, commissions and members thereof, or District's officers, employees and agents. This provision, however, shall only apply as per the stipulations of Subparagraph 11.1.3.1.
- .6 A provision stating that the coverage provided by such insurance shall not be subject to cancellation or modification without thirty (30) days' prior written notice to District.

11.1.4 Certificates of insurance evidencing the insurance policies required by this Section 11.1, as well as copies of all endorsements to such policies required by Paragraph 11.1.3, shall be submitted by Contractor to District prior to commencing Work on the Project. However, acceptance of such certificates of insurance and endorsement by District shall not in any way limit Contractor's liabilities under the Contract Documents. At the request of the District, Contractor shall also submit to District copies of the insurance policies obtained by Contractor.

11.1.5 In the event Contractor does not comply with these insurance requirements, District may, at its option, provide insurance coverage to protect District, District's boards, commissions and members thereof, and District's officers, employees and agents; and the cost of such insurance shall be paid by Contractor and may be deducted from the Contract Sum.

11.1.6 Contractor shall, by mutual agreement with District and at District's cost, furnish any additional liability insurance as may be required by District. Contractor shall provide certificates of insurance evidencing such additional insurance.

## **11.2 WORKER'S COMPENSATION INSURANCE**

11.2.1 Contractor shall, at its expense, purchase and maintain in full force and effect worker's compensation insurance as required by Federal and State of California law. A certificate of insurance or other documentation acceptable to District evidencing such insurance coverage shall be provided by Contractor to District prior to commencing Work on the Project. Contractor shall also require all of its Subcontractors to maintain this insurance coverage.

## **11.3 MISCELLANEOUS INSURANCE PROVISIONS**

11.3.1 Any insured loss is to be adjusted with District and made payable to District on behalf of the insureds, as their interests may appear. District shall have the power to adjust and settle any loss with the insurers unless, within five (5) working days after the loss, one of the parties in interest shall object in writing to District's exercise of this power; and if such objection be made, the matter shall be subject to resolution as provided in Article 4.

## **11.4 PERFORMANCE BOND AND PAYMENT BOND**

11.4.1 Contemporaneous with the execution of the Contract Agreement, and before commencement of any Work required by the Contract Documents, Contractor shall provide District with separate payment and performance bonds, each in a sum at least equal to the Contract Sum. These bonds will be provided on forms acceptable to District by surety companies licensed and permitted to do business in the State of California and are named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. The surety shall have not less than an "A" minimum rating in the current "Best's Key Rating Guide, Property-Liability."

11.4.2 If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in California terminated, Contractor shall, within five (5) days thereafter, substitute another surety and bond, both of which shall be acceptable to District.

## **11.5 BID BOND**

11.5.1 Prior to execution of an Agreement, Contractor deliver to District a Bid Bond in favor of the District in the form prescribed herein by 11.5.2, such delivered Bid Bond being incorporated into the Contractor Agreement by reference as if fully stated herein.

11.5.2 The required bidder's security shall be in an amount equal to at least 10 percent of the amount bid. A bid shall not be considered unless one of the forms of bidder's security is enclosed with it. All bids submitted pursuant to this section shall also comply with the provisions of Section 1601 of the Public Contract Code.

11.5.3 All bids shall be presented under sealed cover and accompanied by one of the following forms of bidder's security:

1. An electronic bidder's bond by an admitted surety insurer submitted using an electronic registry service approved by the department advertising the contract,
2. A signed bidder's bond by an admitted surety insurer received by the District, or
3. Cash, a cashier's check, or certified check received by, and made payable to, the District.

## ARTICLE 12

### **UNCOVERING AND CORRECTION OF WORK**

#### **12.1 UNCOVERING OF WORK**

12.1.1 All Work shall be inspected by District's Representative before being covered. If any Work is covered before it has been inspected, such Work must, upon written request by District's Representative, be uncovered for District's Representative's observation and be replaced at Contractor's expense without adjustment of the Contract Time or the Contract Sum.

#### **12.2 CORRECTION OF DEFECTIVE WORK AND GUARANTEE TO REPAIR PERIOD**

12.2.1 The term "Guarantee to Repair Period" means a period of one (1) year, unless a longer period of time is specified in the Contract Agreement or Supplementary Conditions, commencing as follows:

- .1 For space beneficially occupied or for separate systems fully utilized prior to Final Completion pursuant to Section 9.6, from the first date of such Beneficial Occupancy or actual use, as established in a certificate of Beneficial Occupancy.
- .2 For all Work other than .1 above, from the date of Final Completion.

12.2.2 Contractor shall (1) correct defective work that becomes apparent during the progress of the Work or during the Guarantee to Repair Period and (2) replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of defective work or the correction of defective work. Contractor shall promptly commence such correction, replacement, repair, or restoration upon notice from District's Representative or District, but in no case later than ten (10) days after receipt of such notice; and Contractor shall diligently and continuously prosecute such correction to completion. Contractor shall bear all costs of such correction, replacement, repair, or restoration, and all losses resulting from such defective work, including additional testing, inspection, and compensation for District's Representative's services and expenses. Contractor shall perform corrective work at such times that are acceptable to District and in such a manner as to avoid, to the extent practicable, disruption to District's activities.

12.2.3 If immediate correction of defective work is required for life safety or the protection of property and is performed by District or separate contractors, Contractor shall pay to District all reasonable costs of correcting such defective work. Contractor shall replace, repair, or restore to District's satisfaction any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of such defective work or the correction of such defective work.

12.2.4 Contractor shall remove from the Project site portions of the Work and materials which are not in accordance with the Contract Documents and which are neither corrected by Contractor nor accepted by District.

12.2.5 If Contractor fails to commence correction of defective work within ten (10) days after notice from District or District's Representative or fails to diligently prosecute such correction to completion, District may correct the defective work in accordance with Section 2.4; and, in addition, District may remove the defective work and store salvageable materials and equipment at Contractor's expense.

12.2.6 If Contractor fails to pay the costs of such removal and storage as required by Paragraphs 12.2.4 and 12.2.5 within ten (10) days after written demand, District may, without prejudice to other remedies, sell such materials at auction or at private sale, or otherwise dispose of such material. Contractor shall be entitled to the proceeds of such sale, if any, in excess of the costs and damages for which Contractor is

liable to District, including reasonable attorneys' fees and expenses and compensation for District's Representative's services and expenses. If such proceeds of sale do not cover costs and damages for which Contractor is liable to District, the Contract Sum shall be reduced by such deficiency. If there are no remaining payments due Contractor or the remaining payments are insufficient to cover such deficiency, Contractor shall promptly pay the difference to District.

12.2.7 Contractor's obligations under this Article 12 are in addition to and not in limitation of its warranty under Section 3.4 or any other obligation of Contractor under the Contract Documents. Enforcement of Contractor's express warranties and guarantees to repair contained in the Contract Documents shall be in addition to and not in limitation of any other rights or remedies District may have under the Contract Documents or at law or in equity for defective work. Nothing contained in this Article 12 shall be construed to establish a period of limitation with respect to other obligations of Contractor under the Contract Documents. Establishment of the Guarantee to Repair Period relates only to the specific obligation of Contractor to correct the Work and in no way limits either Contractor's liability for defective work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

### **12.3 ACCEPTANCE OF DEFECTIVE WORK**

12.3.1 Notwithstanding the provisions of Section 12.2, District shall have the option, at its sole discretion and by notice to Contractor, to accept defective work instead of requiring its removal or correction, in which case the Contract Sum shall be reduced by an amount equal to the difference between the value to District such Work would have had were it complete, correct, and in conformity with the Contract Documents and the value to District of such defective work. Such option shall be exercised solely by notice to Contractor and shall not be implied from any act or omission by District or District's Representative. If there are no remaining payments of the Contract Sum to be made to Contractor or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Sum, Contractor shall promptly pay to District the amount of any such deficiency.

## **ARTICLE 13**

### **TERMINATION OR SUSPENSION OF THE CONTRACT**

#### **13.1 TERMINATION BY CONTRACTOR**

13.1.1 Subject to Paragraph 13.1.2, Contractor shall have the right to terminate the Contract Agreement only upon the occurrence of one of the following:

- .1 The Work is stopped for ninety (90) consecutive days, through no act or fault of Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, due to an issuance of an order of a court or other public authority having jurisdiction or due to an act of government, such as a declaration of a national emergency making material unavailable.
- .2 District fails to perform any material obligation under the Contract Documents and fails to cure such default within thirty (30) days after receipt of notice from Contractor stating the nature of such default.
- .3 Repeated suspensions by District, other than such suspensions as are agreed to by Contractor under Section 13.3, which constitute in the aggregate more than twenty percent (20%) of the Contract Time or ninety (90) days, whichever is larger.

13.1.2 Upon the occurrence of one of the events listed in Paragraph 13.1.1, Contractor may, upon Ten (10) days' additional notice to District and District's Representative, and provided that the condition giving rise to Contractor's right to terminate is continuing, terminate the Contract Agreement.

13.1.3 Upon termination by Contractor, District shall pay to Contractor the sum determined by Paragraph

13.4.4. Such payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract Agreement by Contractor pursuant to Section 13.1; and Contractor will be entitled to no other compensation or damages and expressly waives the same.

## **13.2 TERMINATION BY DISTRICT FOR CAUSE**

13.2.1 District shall have the right to terminate the Contract Agreement for cause at any time after the occurrence of any of the following events:

- .1 Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- .2 Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- .3 A receiver is appointed to take charge of Contractor's property.
- .4 The commencement or completion of any Work activity is fourteen (14) days or more behind the date set forth in the contract schedule for such Work activity, and which results in an Inexcusable Delay.
- .5 Contractor abandons the Work.

13.2.2 Upon the occurrence of any of the following events, District shall have the right to terminate the Contract Agreement for cause if Contractor fails to promptly commence to cure such default and diligently prosecute such cure within five (5) days after notice from District, or within such longer period of time as is reasonably necessary to complete such cure:

- .1 Contractor persistently or repeatedly refuses or fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- .2 Contractor fails to make prompt payment of amounts properly due Subcontractors after receiving payment from District.
- .3 Contractor disregards Applicable Code Requirements.
- .4 Contractor persistently or materially fails to execute the Work in accordance with the Contract Documents.
- .5 Contractor is in default of any other material obligation under the Contract Documents.
- .6 Any legal proceeding is commenced against Contractor which, in the opinion of District's Representative, may interfere with the performance of the Work.
- .7 In the event Contractor is involved in a labor dispute which threatens the progress or cost of Work, or which disrupts District's operations, District may suspend or discontinue the Work of Contractor or any Subcontractor or terminate the Contract Agreement for cause.

13.2.3 Upon any of the occurrences referred to in Paragraphs 13.2.1 and 13.2.2, District may, at its election and by notice to Contractor, terminate the Contract Agreement and take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method District may deem expedient. If requested by District, Contractor shall remove any part or all of

Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, District may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

13.2.4 If the Contract Agreement is terminated by District as provided in this Section 13.2, Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by District.

13.2.5 If the unpaid balance of the Contract Sum exceeds the cost of completing the Work, including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents, such excess shall be paid to Contractor. If such costs, expenses, losses, and liquidated damages exceed the unpaid balance of the Contract Sum, Contractor shall pay such excess to District.

13.2.6 No termination shall impair District's rights under the performance bond and payment bond required under Section 11.4. No termination or action taken by District after termination shall prejudice any other rights or remedies of District provided by law or by the Contract Documents upon such termination; and District may proceed against Contractor and/or against the surety companies who provided the performance bond and payment bond required under Section 11.4 to recover all losses suffered by District.

### **13.3 SUSPENSION BY DISTRICT FOR CONVENIENCE**

13.3.1 District may, at any time and from time to time, without cause, order Contractor, in writing, to suspend, delay, or interrupt the Work in whole or in part for such period of time, up to ninety (90) days, as District may determine, with such period of suspension to be computed from the date of delivery of the written order. Such order shall be specifically identified as a "Suspension Order" under this Section 13.3. The Work may be stopped for such further period as the parties may agree. Upon receipt of a Suspension Order, Contractor shall, at District's expense, comply with its terms and take all reasonable steps to minimize costs allocable to the Work covered by the Suspension Order during the period of Work stoppage. Within ninety (90) days after the issuance of the Suspension Order, or such extension to that period as is agreed upon by Contractor and District, District shall either cancel the Suspension Order or delete the Work covered by such Suspension Order by issuing a change order.

13.3.2 If a Suspension Order is canceled or expires, Contractor shall continue with the Work. A change order will be issued to cover any adjustments of the Contract Sum or the Contract Time necessarily caused by such suspension. Any Claim by Contractor for an adjustment of the Contract Sum or the Contract Time shall be made within twenty-one (21) days after the end of the Work suspension.

13.3.3 The provisions of this Section 13.3 shall not apply if a Suspension Order is not issued by District. A Suspension Order shall not be required to stop the Work as permitted or required under any other provision of the Contract Documents.

### **13.4 TERMINATION BY DISTRICT FOR CONVENIENCE**

13.4.1 District may, at its option, terminate this Contract Agreement, in whole or from time to time in part, at any time by giving notice to Contractor. Upon such termination, Contractor agrees to waive any Claims for damages, including loss of anticipated profits, on account thereof; and, as the sole right and remedy of Contractor, District shall pay Contractor in accordance with Paragraph 13.4.4.

13.4.2 Upon receipt of a notice of termination under this Section 13.4, Contractor shall, unless the notice directs otherwise, do the following:

- .1 Immediately discontinue the Work to the extent specified in the notice.
- .2 Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued.
- .3 Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- .4 Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project site or in transit thereto.
- .5 Leave the Project site in a safe condition.

13.4.3 Upon termination of the Contract Agreement, the obligations of the Contract Documents shall continue as to portions of the Work already performed and, subject to Contractor's obligations under Paragraph 13.4.2, as to bona fide obligations assumed by Contractor prior to the date of termination.

13.4.4 Upon such termination, District shall pay to Contractor the sum of the following:

- .1 The amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination, less sums previously paid to Contractor,
- .2 plus an amount equal to the lesser of Fifty Thousand Dollars (\$50,000) or five percent (5%) of the difference between the Contract Sum and the amount of the Contract Sum allocable to the portion of the Work properly performed by Contractor as of the date of termination,
- .3 plus previously unpaid costs of any items delivered to the Project site which were fabricated for subsequent incorporation in the Work,
- .4 plus any proven losses with respect to materials and equipment directly resulting from such termination,
- .5 plus reasonable demobilization costs.

The above payment shall be the sole and exclusive remedy to which Contractor is entitled in the event of termination of the Contract Agreement by District pursuant to Section 13.4; and Contractor will be entitled to no other compensation or damages and expressly waives same.

## **ARTICLE 14**

### **STATUTORY REQUIREMENTS**

#### **14.1 NONDISCRIMINATION**

14.1.1 For purposes of this Section 14.1, the term Subcontractor shall not include suppliers, manufacturers, or distributors.

14.1.2 Contractor shall comply and shall ensure that all Subcontractors comply with the California Fair Employment and Housing Act, as set forth in Section 12900, and the applicable sections that follow, of the California Government Code.

14.1.3 Contractor agrees as follows during the performance of the Work:

- .1 Contractor shall not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the California



Government Code), marital status, or citizenship (within the limits imposed by law or District's policy). All applicants for employment and employees are to be treated without regard to their race, color, religion, sex, age, ancestry, national origin, sexual orientation, handicap, veteran's status, medical condition (as defined in Section 12926 of the State of California Government Code), marital status, or citizenship (within the limits imposed by law or District's policy). Such equal treatment shall apply, but not be limited to, employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice of equal employment opportunity setting forth the provisions of this Paragraph 14.1.3.

- .2 Contractor and all Subcontractors will permit access to their records of employment, employment advertisements, application forms, and other pertinent data and records by District or any appropriate agency of the State of California designated by District for the purposes of investigation to ascertain compliance with this Section 14.1. The outcome of the investigation may result in the following:
  - .1 A finding of willful violation of the provisions of the Contract Agreement or of the Fair Employment and Housing Act may be regarded by District as (1) a basis for determining that Contractor is not a "responsible bidder" as to future contracts for which such Contractor may submit bids or (2) a basis for refusing to accept or consider the bids of Contractor for future contracts.
  - .2 District may deem a finding of willful violation of the Fair Employment and Housing Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has (1) investigated and determined that Contractor has violated the Fair Employment and Housing Act and (2) issued an order under the State of California Government Code Section 12970 or obtained an injunction under Government Code Section 12973.
  - .3 Upon receipt of such written notice from the Fair Employment Practices Commission, District may notify Contractor that, unless it demonstrates to the satisfaction of District within a stated period that the violation has been corrected, Contractor's bids on future Projects will not be considered.
- .3 Contractor agrees that, should District determine that Contractor has not complied with this Section 14.1, Contractor shall forfeit to District, as a penalty, for each day or portion thereof, for each person who was denied employment as a result of such non-compliance, a penalty of Fifty Dollars (\$50.00) per day. Such penalty amounts may be recovered from Contractor; and District may deduct any such penalty amounts from the Contract Sum.
- .4 Nothing contained in this Section 14.1 shall be construed in any manner so as to prevent District from pursuing any other remedies that may be available at law.
- .5 Contractor shall meet the following standards for affirmative compliance and provide District with satisfactory evidence of such compliance upon District's request, which shall be evaluated in each case by District:
  - .1 Contractor shall notify its superintendent and other supervisory personnel of the nondiscrimination requirements of the Contract Documents and their responsibilities thereto.
  - .2 Contractor shall notify all sources of employee referrals (including unions, employment agencies, and the State of California Employment Development Department) of the nondiscrimination requirements of the Contract Documents by sending to such sources and by posting the notice of equal employment opportunity.

- .3 Contractor or its representative shall, through all unions with whom it may have agreements, develop agreements that (1) define responsibilities for nondiscrimination in hiring, referrals, upgrading, and training and (2) implement a nondiscrimination program, in terms of the unions' specific areas of skill and geography, such that qualified minority women, non-minority women, and minority men shall be available and given an equal opportunity for employment.
- .4 Contractor shall notify District of opposition to the nondiscrimination requirements of the Contract Documents by individuals, firms, or organizations during the term of the Contract Agreement.
- .6 Contractor shall include the provisions of the foregoing Subparagraphs 14.1.3.1 through 14.1.3.5 in all subcontracts with Subcontractors, so that such provisions will be binding upon each such Subcontractor.

## **14.2 APPRENTICES**

14.2.1 For purposes of this Section 14.2, the term "Subcontractor" shall not include suppliers, manufacturers, and distributors.

14.2.2 Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the State of California Labor Code and Title 8, California Code of Regulations, Section 200, and the applicable sections that follow. To ensure compliance and complete understanding of the law requiring apprentices, and specifically the required ratio thereunder, Contractor or Subcontractors should, where some question exists, contact the Division of Apprenticeship Standards, 45 Fremont Street, Suite 1050, San Francisco, California, (415) 975-2035, or one of its branch offices prior to commencement of the Work. Responsibility for compliance with these requirements lies with Contractor.

14.2.3 In the event Contractor willfully fails to comply with this Section 14.2, it will be considered in violation of the requirements of the Contract Agreement.

14.2.4 Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by Contractor or Subcontractors of journey worker trainees who may receive on-the-job training to enable them to achieve journey worker status in any craft or trade under standards other than those set forth for apprentices.

## **14.3 WORK DAY**

14.3.1 Contractor shall not permit any worker to labor more than eight (8) hours during any one (1) calendar day or more than forty (40) hours during any one (1) calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. Contractor shall forfeit to District, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the work by Contractor, or any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of the terms of this Paragraph 14.3.1 or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the Contract Sum. Contractor and each Subcontractor shall keep, or cause to be kept, an accurate record showing the actual hours worked each calendar day and each calendar week by each worker employed on the Project, which record shall be kept open at all reasonable hours to the inspection of District, its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

**ARTICLE 15**  
**MISCELLANEOUS PROVISIONS**

**15.1 GOVERNING LAW**

15.1.1 The Contract Agreement and all of the Contract Documents incorporated into the Contract Agreement shall be interpreted under and governed by the laws of the State of California.

**15.2 SUCCESSORS AND ASSIGNS**

15.2.1 District and Contractor respectively bind themselves and their successors, permitted assigns, and legal representatives to the other party and to the successors, permitted assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract Agreement shall assign the Contract Agreement, in whole or in part, without prior written consent of the other party. Notwithstanding any such assignment, each of the original contracting parties shall remain legally responsible for all of its obligations under the Contract Documents.

**15.3 RIGHTS AND REMEDIES**

15.3.1 All District's rights and remedies under the Contract Documents shall be cumulative and in addition to and not in limitation of all other rights and remedies of District under the Contract Documents or otherwise available at law or in equity.

15.3.2 No action or failure to act by District or District's Representative shall constitute a waiver of a right afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No waiver by District or District's Representative of any breach or default shall constitute a waiver of any other breach or default; nor shall any such waiver constitute a continuing waiver.

15.3.3 No provision contained in the Contract Documents shall create or give to third parties any Claim or right of action against District, District's Representative, or Contractor.

**15.4 SURVIVAL**

15.4.1 The provisions of the Contract Documents which by their nature survive termination of the Contract Agreement or Final Completion, including all warranties, indemnities, payment obligations, and District's right to audit Contractor's books and records, shall remain in full force and effect after Final Completion or any termination of the Contract.

**15.5 COMPLETE AGREEMENT**

15.5.1 The Contract Documents constitute the full and complete understanding of the parties and supersede any previous agreements or understandings, oral or written, with respect to the subject matter hereof. The Contract Documents may be modified only by a written instrument signed by both parties or as provided in Article 7.

**15.6 SEVERABILITY OF PROVISIONS**

15.6.1 If any one or more of the provisions contained in the Contract Documents should be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

**15.7 DISTRICT'S RIGHT TO AUDIT**

15.7.1 District and entities and agencies designated by District shall have access to and the right to audit and copy at District's cost all of Contractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, and memoranda relating to the Work. Contractor shall preserve all such records and other items for a period of at least three (3) years after Final Completion.

**15.8 NOTICES**

15.8.1 Except as otherwise provided, all notices, requests, demands, and other communications to be given under the Contract Documents shall be in writing and shall be transmitted by one of the following methods:

- .1 Personally delivered.
- .2 Sent by telecopy where receipt is confirmed.
- .3 Sent by courier where receipt is confirmed.
- .4 Sent by registered or certified mail, postage prepaid, return receipt requested.

Such notices and other communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and, in the case of registered or certified mail, on the date shown on the return receipt or the date delivery during normal business hours was attempted. Such notices and communications shall be given at the respective street addresses set forth in such Contract Documents.

**15.9 TIME OF THE ESSENCE**

15.9.1 Time limits stated in the Contract Documents are of the essence of the Contract Agreement.

**15.10 NON-DISCRIMINATION CLAUSE**

15.10.1 The company, which is selected as the Contractor, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, disability, height, weight, or marital status.

**15.11 APPLICABLE LAW AND VENUE**

15.11.1 The agreement resulting from this RFP shall be construed according to the laws of the State of California. The District and vendors agree that the venue for any legal action under this agreement shall be the County of Butte, State of California.

**SECTION 012000  
PRICE AND PAYMENT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

**1.02 SCHEDULE OF VALUES**

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Landscape Architect for approval.
- B. Forms filled out by hand will not be accepted.
- C. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- D. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification section. Identify site mobilization.
- E. Revise schedule to list approved Change Orders, with each Application For Payment.

**1.03 APPLICATIONS FOR PROGRESS PAYMENTS**

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form CONFLU K700 FORM.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Landscape Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
  - 1. Item Number.
  - 2. Description of work.
  - 3. Scheduled Values.
  - 4. Previous Applications.
  - 5. Work in Place and Stored Materials under this Application.
  - 6. Authorized Change Orders.
  - 7. Total Completed and Stored to Date of Application.
  - 8. Balance to Finish.
  - 9. Retainage.
- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic copy to Landscape Architect of each Application for Payment.

**1.04 MODIFICATION PROCEDURES**

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Landscape Architect will issue instructions directly to Contractor.
- B. For other required changes, Landscape Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.

1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Landscape Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 calendar days.
- D. Contractor may propose a change by submitting a request for change to Landscape Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation.
- E. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
  1. For change requested by Landscape Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
  2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Landscape Architect.
  3. For pre-determined unit prices and quantities, the amount will be based on the fixed unit prices.
- F. Substantiation of Costs: Provide full information required for evaluation.
  1. On request, provide the following data:
    - a. Quantities of products, labor, and equipment.
    - b. Taxes, insurance, and bonds.
    - c. Overhead and profit.
    - d. Justification for any change in Contract Time.
    - e. Credit for deletions from Contract, similarly documented.
- G. Execution of Change Orders: Landscape Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- H. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- I. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

#### **1.05 APPLICATION FOR FINAL PAYMENT**

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
  1. All closeout procedures specified in Section 017000.

#### **PART 2 PRODUCTS - NOT USED**

#### **PART 3 EXECUTION - NOT USED**

**SECTION 012200  
UNIT PRICES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. List of unit prices, for use in preparing Bids.
- B. Measurement and payment criteria applicable to Work performed under a unit price payment method.

**1.02 RELATED REQUIREMENTS**

- A. Document 002113 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Document 004100 - Bid Form.
- C. Section 012000 - Price and Payment Procedures: Additional payment and modification procedures.

**1.03 COSTS INCLUDED**

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit, bonds, and applicable use and excise tax.
- B. **Unit prices are for adjustment of quantities beyond Work indicated on drawings and specifications as and as approved by the Landscape Architect. Adjustment will be add or deduct unless noted otherwise. The lump sum bid shall include quantities as identified or as indicated on the plans, sections, and details.**

**1.04 UNIT QUANTITIES SPECIFIED**

- A. Quantities and measurements of actual Work will determine the payment amount.

**1.05 MEASUREMENT OF QUANTITIES**

- A. Take all measurements and compute quantities. Measurements and quantities will be verified by Landscape Architect.
- B. Assist by providing necessary equipment, workers, and survey personnel as required.
- C. Measurement Devices:
  - 1. Weigh Scales: Inspected, tested and certified by the applicable state Weights and Measures department within the past year.
  - 2. Platform Scales: Of sufficient size and capacity to accommodate the conveying vehicle.
  - 3. Metering Devices: Inspected, tested and certified by the applicable state department within the past year.
- D. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.
- E. Measurement by Area: Measured by square dimension using mean length and width or radius.
- F. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

**1.06 PAYMENT**

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Landscape Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
  - 1. Products wasted or disposed of in a manner that is not acceptable.
  - 2. Products determined as unacceptable before or after placement.
  - 3. Products placed beyond the lines and levels of the required Work.

4. Products remaining on hand after completion of the Work.
5. Loading, hauling, and disposing of rejected Products.
6. Grid/fabric edge and seam overlaps.

#### **1.07 DEFECT ASSESSMENT**

- A. Replace Work, or portions of the Work, not complying with specified requirements.
- B. The individual specification sections may modify these options or may identify a specific formula or percentage price reduction.
- C. The authority of Landscape Architect to assess the defect and identify payment adjustment is final.

#### **1.08 SCHEDULE OF UNIT PRICES**

- A. **Demolition and Site Clearing**
  1. Tree Removal (Including Stump Grinding and Hauling Off-Site)
    - a. Unit of Measurement: Each (EA)
  2. Fence and Gate Removal
    - a. Unit of Measurement: Linear Foot (LF)
- B. **Site Work and Earthwork**
  1. Excavation and Removal of Unsuitable Soil
    - a. Unit of Measurement: Cubic Yard (CY)
  2. Backfill and Compaction (Granular Fill and Structural Fill)
    - a. Unit of Measurement: Cubic Yard (CY)
  3. Cast-in-Place Concrete (Including Reinforcement and Placement)
    - a. Unit of Measurement: Cubic Yard (CY)
  4. Trenching for Utilities (Electrical, Plumbing, Stormwater, etc.)
    - a. Unit of Measurement: Linear Foot (LF)
  5. Buried Detention Aggregate (Stormwater Drainage)
    - a. Unit of Measurement: Cubic Yard (CY)
  6. Asphalt Paving (Including Base Material)
    - a. Unit of Measurement: Square Yard (SY)
- C. **Plumbing and Utilities**
  1. Irrigation System
    - a. Unit of Measurement: Linear Foot (LF)
- D. **Landscaping and Planting**
  1. Topsoil and Soil Amendments
    - a. Unit of Measurement: Cubic Yard (CY)
  2. Hydroseeding
    - a. Unit of Measurement: Square Foot (SF)
  3. Synthetic Turf (Including Sub-Base Preparation and Under-Drain System)
    - a. Unit of Measurement: Square Foot (SF)
  4. Landscape Boulders (Including Placement and Setting)
    - a. Unit of Measurement: Each (EA)
  5. Landscape Steel Edging
    - a. Unit of Measurement: Linear Foot (LF)
  6. Hardwood Mulch (Installation & Spreading)
    - a. Unit of Measurement: Cubic Yard (CY)
  7. Cobble Mulch (Including Subgrade Preparation)
    - a. Unit of Measurement: Cubic Yard (CY)
  8. Stabilized Crushed Stone (Including Stabilizer & Compaction)
    - a. Unit of Measurement: Square Foot (SF)
  9. Drainage Fabric
    - a. Unit of Measurement: Square Yard (SY)



10. Grasspave2 (Permeable Paving System, Including Base Preparation)
  - a. Unit of Measurement: Square Foot (SF)
11. Permanent Perimeter Chain Link Fence
  - a. Unit of Measurement: Square Foot (LF)
12. Permanent Storage Buys Chain Link Fence
  - a. Unit of Measurement: Square Foot (LF)

**E. General Requirements**

1. Temporary Fencing and Site Security
  - a. Unit of Measurement: Linear Foot (LF)
2. Erosion Control Measures (Silt Fence, Straw Wattles, etc.)
  - a. Unit of Measurement: Linear Foot (LF)

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**SECTION 012300  
ALTERNATES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Description of Alternates.
- B. Procedures for pricing Alternates.

**1.02 RELATED REQUIREMENTS**

- A. Document 004323 - Alternates Form: List of Alternates as supplement to Bid Form.

**1.03 ACCEPTANCE OF ALTERNATES**

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted Alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each Alternate.

**1.04 SCHEDULE OF ALTERNATES**

- A. Alternate No. 01 - SHADE STRUCTURES MANUFACTURER:
  - 1. IN LUE OF 'LANDSCAPE STRUCTURES' FOR SHADE STRUCTURES, PROVIDE ALTERNATE MANUFACTURE 'MODERN SHADE' (WWW.MODERNSHADELLC.COM) PRICE FOR ALL EQUIVALENT SHADE STRUCTURES: SINGLE POLE SHADE, CANTILEVER POLE SHADE, TRI-POLE SHADE, RECTANGULAR SHADE, AND CANTILEVER REC SHADE.
- B. Alternate No. 02 - FUNCTIONING EV BOLLARDS:
  - 1. OMIT FUNCTIONING CHARGERS AND ONLY PROVIDE FUTURE INFRASTRUCTURE FOR EV-CAPABLE PARKING SPOTS. EV-CAPABLE IS DEFINED AS: INCLUDING RACEWAYS, ELECTRICAL PANELS, AND CAPACITY FOR FUTURE CIRCUIT BREAKERS BUT DO NOT REQUIRE INSTALLATION OF THE ACTUAL EV CHARGERS.
- C. Alternate No. 03 - SPLASHTACULAR FLY TIME SLIDE:
  - 1. SEE SPECIFICATION 13 11 13 (POOL GENERAL) FOR BID ALTERNATE #3 DESCRIPTION.
- D. Alternate No. 04 - AQUACLIMB AQUA ZIPN:
  - 1. SEE SPECIFICATION 13 11 13 (POOL GENERAL) FOR BID ALTERNATE #4 DESCRIPTION.
- E. Alternate No. 05 - REDUCED FLOW - PLAY STRUCTURE
  - 1. SEE SPECIFICATION 13 11 13 (POOL GENERAL) FOR BID ALTERNATE #5 DESCRIPTION.
- F. Alternate No. 06 - LIGHTING VE PACKAGE
  - 1. PROVIDE VALUE ENGINEERING (VE) ALTERNATIVES TO REPLACE THE SPECIFIED HIGH-PERFORMANCE LIGHTING FIXTURES WITH EQUIVALENT MODELS THAT MAINTAIN FUNCTIONALITY AND AESTHETIC QUALITY WHILE ACHIEVING COST REDUCTIONS. PROPOSED SUBSTITUTIONS MUST MEET OR EXCEED THE PROJECT'S PERFORMANCE AND DESIGN STANDARDS AND BE APPROVED PRIOR TO INSTALLATION.
- G. Alternate No 07 - BATHHOUSE WALL TILE
  - 1. PROVIDE VALUE ENGINEERING (VE) ALTERNATIVES TO REDUCE THE EXTENT OF WALL TILE COVERAGE IN THE BATHHOUSE LOCKER ROOMS. EVALUATE POTENTIAL COST SAVINGS BY LIMITING TILE TO HIGH-IMPACT AREAS ONLY, SUCH AS WET ZONES, WHILE USING DURABLE, COST-EFFECTIVE FINISHES IN REMAINING AREAS. MAINTAIN FUNCTIONALITY, DURABILITY, AND AESTHETIC QUALITY. PROPOSED CHANGES MUST MEET OR EXCEED THE PROJECT'S PERFORMANCE AND DESIGN STANDARDS AND REQUIRE APPROVAL PRIOR TO

IMPLEMENTATION. DEFER TO ARCHITECT FOR SUBSTITUTION REQUESTS.

- H. Alternate No. 08 - CMU BLOCK WALL COATING
  - 1. PROVIDE VALUE ENGINEERING (VE) ALTERNATIVES TO ELIMINATE OR MODIFY THE HIGH-PERFORMANCE COATING APPLIED TO CMU BLOCK WALLS ABOVE THE TILE IN THE BATHHOUSE. EVALUATE COST SAVINGS WHILE ENSURING THE DURABILITY AND LOW-MAINTENANCE REQUIREMENTS OF THE COATING ARE PRESERVED. PROPOSED SUBSTITUTIONS MUST MEET OR EXCEED THE PROJECT'S PERFORMANCE AND DESIGN STANDARDS AND REQUIRE APPROVAL PRIOR TO INSTALLATION. DEFER TO ARCHITECT FOR SUBSTITUTION REQUESTS.
- I. Alternate No. 09 - RELOCATE MECHANICAL BUILDING
  - 1. IN LIEU OF THE MECHANICAL BUILDING LOCATION SHOWN IN THE BASE BID DOCUMENTS, PROVIDE AN OPTION THAT RELOCATES THE MECHANICAL BUILDING 15 FEET SOUTH OF ITS SHOWN LOCATION. THIS INCLUDES ALL NECESSARY WORK TO MODIFY AND EXTEND POOL PLUMBING, SANITARY AND DOMESTIC WATER LINES, ELECTRICAL CONDUITS, AND OTHER ASSOCIATED SYSTEMS TO ACCOMMODATE THE NEW LOCATION.
- J. Alternate No. 10 - REUSE EXISTING WELL
  - 1. IN LIEU OF DEMOLITION/ABANDONMENT OF THE EXISTING WELL AS SHOWN IN THE BASE BID DOCUMENTS, PROVIDE ALL NECESSARY WORK TO REMOVE THE EXISTING 15 HP TURBINE PUMP AND CAMERA THE WELL TO ASSESS ITS CONDITION.
  - 2. INSTALL A NEW 10 HP SME ECHO SERIES SUBMERSIBLE PUMP, COMPLETE WITH A 230V 3PH SUB-MOTOR AND A FLOWISE 5-STAGE SUB-TURBINE PUMP END, DESIGNED TO DELIVER 120 GPM AT 200' TDH. CRANE LABOR SHALL BE PROVIDED FOR THE PUMP INSTALLATION.
  - 3. ALL ASSOCIATED COMPONENTS REQUIRED FOR THE NEW SYSTEM SHALL BE INCLUDED, SUCH AS A 12" X 3" SANITARY WELL SEAL, 3" BLACK STEEL DROP PIPING, AND A 3" 8001 CHECK VALVE. ELECTRICAL WORK SHALL INCLUDE THE INSTALLATION OF 118/3 FLAT JACKETED SUB-CABLE, A SPLICE KIT, AND OTHER REQUIRED CONNECTION MATERIALS.
  - 4. IN ADDITION TO THE PUMP SYSTEM, A FLEXCON 119-GALLON PRESSURE TANK SHALL BE INSTALLED WITH A FSG-2 PRESSURE SWITCH, ALONG WITH A PORTABLE TANK PAD, GALVANIZED TEES, PLUGS, CHECK VALVES, AND OTHER FITTINGS NECESSARY FOR A COMPLETE SYSTEM. PIPING WORK SHALL INCLUDE THE INSTALLATION OF 3" SCH 80 PVC PIPE AND FITTINGS, AS WELL AS 1-1/4" SCH 80 PVC PIPING, UNIONS, AND REDUCERS TO CONNECT THE WELL SYSTEM PROPERLY. THE TANK SHALL BE LOCATED NORTH OF THE MECHANICAL BUILDING IN THE FENCED STORAGE AREA.
  - 5. OMIT THE IRRIGATION CONNECTION TO THE POTABLE WATER LINE AS SHOWN IN THE BASE BID DOCUMENTS. THE IRRIGATION SYSTEM SHALL INSTEAD BE RECONFIGURED TO BE SUPPLIED BY THE WELL. TO ACCOMPLISH THIS, THE ASSOCIATED WATER SERVICE ASSEMBLY AND IRRIGATION MANIFOLD SHALL BE RELOCATED TO THE STORAGE AREA NORTH OF THE MECHANICAL BUILDING AND CONNECTED TO THE WELL SYSTEM FOR IRRIGATION USE. ALL NECESSARY WORK AND MATERIALS SHALL BE PROVIDED TO ENSURE A FULLY FUNCTIONAL AND CODE-COMPLIANT SYSTEM IN ACCORDANCE WITH CALIFORNIA WATER CODE AND BUTTE COUNTY HEALTH REGULATIONS.
  - 6. IRRIGATION CONTROLLER CAN BE RELOCATED TO THE MECHANICAL BUILDING. INCLUDE ALL REQUIRED TRENCHING AND ELECTRICAL FIELD LABOR TO COMPLETE THE SYSTEM, INCLUDING THE INSTALLATION OF MISCELLANEOUS ELECTRICAL COMPONENTS. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND APPLICABLE CODES TO ENSURE THE LONG-TERM FUNCTIONALITY OF THE WELL SYSTEM AND IRRIGATION CONNECTION.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**SECTION 012500  
SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Procedural requirements for proposed substitutions.

**1.02 RELATED REQUIREMENTS**

- A. Section 002113 - Instructions to Bidders: Restrictions on timing of substitution requests.
- B. Section 004325 - Substitution Request Form - During Procurement: Required form for substitution requests made prior to award of contract (During procurement).

**1.03 DEFINITIONS**

- A. Substitutions: Changes from Contract Documents requirements proposed by Contractor to materials, products, assemblies, and equipment.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 GENERAL REQUIREMENTS**

- A. A Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:
  - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.
  - 2. Agrees to provide the same warranty for the substitution as for the specified product.
  - 3. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.
  - 4. Waives claims for additional costs or time extension that may subsequently become apparent.
- B. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.
- C. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.
  - 1. Forms indicated in the Project Manual are adequate for this purpose, and must be used.
- D. Limit each request to a single proposed substitution item.

**3.02 SUBSTITUTION PROCEDURES DURING PROCUREMENT**

- A. Submittal Time Restrictions:
  - 1. Section 002113 - Instructions to Bidders specifies time restrictions and the documents required for submitting substitution requests during the bidding period.
- B. Submittal Form (before award of contract):
  - 1. Submit substitution requests by completing the form in Section 004325; see this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.

**3.03 SUBSTITUTION PROCEDURES DURING CONSTRUCTION**

- A. Submittal Form (after award of contract):
  - 1. Submit substitution requests by completing the form attached to this section. See this section for additional information and instructions. Use only this form; other forms of submission are unacceptable.
- B. Landscape Architect will consider requests for substitutions only within 15 days after date of Agreement.

**3.04 RESOLUTION**

- A. Landscape Architect will notify Contractor in writing of decision to accept or reject request.
  - 1. Landscape Architect's decision following review of proposed substitution will be noted on the submitted form.

**3.05 ACCEPTANCE**

- A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

**3.06 CLOSEOUT ACTIVITIES**

- A. See Section 017800 - Closeout Submittals, for closeout submittals.

**SECTION 013000  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. General administrative requirements.
- B. Web-based project software service.
- C. Electronic document submittal service.
- D. Preconstruction meeting.
- E. Progress meetings.
- F. Construction progress schedule.
- G. Contractor's daily reports.
- H. Progress photographs.
- I. Submittals for review, information, and project closeout.
- J. Number of copies of submittals.
- K. Requests for Interpretation (RFI) procedures.
- L. Submittal procedures.

**1.02 RELATED REQUIREMENTS**

- A. Section 005200-Agreement Form & General Conditions: Duties of the Construction Manager.
- B. Section 017000 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 017800 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

**1.03 GENERAL ADMINISTRATIVE REQUIREMENTS**

- A. Comply with requirements of Section 017000 - Execution and Closeout Requirements for coordination of execution of administrative tasks with timing of construction activities.
- B. Make the following types of submittals to Landscape Architect:
  - 1. Requests for Information (RFI).
  - 2. Requests for substitution.
  - 3. Shop drawings, product data, and samples.
  - 4. Manufacturer's instructions and field reports.
  - 5. Applications for payment and change order requests.
  - 6. Progress schedules.
  - 7. Coordination drawings.
  - 8. Correction Punch List and Final Correction Punch List for Substantial Completion.
  - 9. Closeout submittals.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 WEB-BASED PROJECT SOFTWARE SERVICE**

- A. Web-Based Project Software Service: Provide, administer, and use web-based project software to host and manage project communication and documentation.
  - 1. Include, at minimum, the following features:
    - a. Project directory, including Owner, Contractor, subcontractors, Landscape Architect, Landscape Architect's consultants, and other entities involved in the project. Include names of contact persons and contact information for each entity.
    - b. Access control for each entity and for each workflow process to determine each entity's digital rights to create, modify, view, and print documents.

- c. Workflow planning, allowing customization of workflow for each project entity.
  - d. Creation, logging, tracking, and notification for project communications.
  - e. Tracking of project communication statuses in real time, including timestamped response log.
  - f. Procedures for viewing PDFs or similar file formats, allowing markups by each entity. Provide security features to lock markups against changes once submitted.
  - g. Processing and tracking of payment applications.
  - h. Processing and tracking of contract modifications.
  - i. Creation and distribution of meeting minutes.
  - j. Document management for drawings, specifications, and coordination drawings, including revision control.
  - k. Management of construction progress photographs.
  - l. Mobile device compatibility.
  - m. Creation of data analytics reports.
  - n. Creation and export of editable logs for software functions. Provide Owner, Landscape Architect, and Landscape Architect's consultants with rights and ability to download logs when requested.
2. Provide up to 20 user licenses for use by Owner, Landscape Architect, Landscape Architect's consultants, and other entities involved in the project.
  3. Comply with the software service's current published licensing agreements.
  4. Training: Provide one-hour, web-based training session for users of software service. Further training is the responsibility of the user.
    - a. Representatives of Owner are scheduled and included in this training.
  5. Project Closeout: Landscape Architect determines when to terminate the software service for the project and is responsible for obtaining archive copies of files for Owner.
  6. Web-Based Project Software Services: The selected service is:
    - a. Procore Construction Management Software: <https://www.procore.com/>.

### 3.02 ELECTRONIC DOCUMENT SUBMITTAL SERVICE

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document, and transmitted via an Internet-based submittal service that receives, logs and stores documents, provides electronic stamping and signatures, and notifies addressees via email.
  1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record.
  2. Contractor and Landscape Architect are required to use this service.
  3. It is Contractor's responsibility to submit documents in allowable format.
  4. Subcontractors, suppliers, and Landscape Architect's consultants are to be permitted to use the service at no extra charge.
  5. Users of the service need an email address, internet access, and PDF review software that includes ability to mark up and apply electronic stamps (such as Adobe Acrobat, [www.adobe.com](http://www.adobe.com), or Bluebeam PDF Revu, [www.bluebeam.com](http://www.bluebeam.com)), unless such software capability is provided by the service provider.
  6. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
  7. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts.
- B. Cost: The cost of the service is to be paid by Contractor; include the cost of the service in the Contract Sum.
- C. Submittal Service: The selected service is:



1. Procore Construction Management Software: <https://www.procore.com/>.
- D. Training: One, one-hour, web-based training session will be arranged for all participants, with representatives of Landscape Architect and Contractor participating; further training is the responsibility of the user of the service.
- E. Project Closeout: Landscape Architect will determine when to terminate the service for the project and is responsible for obtaining archive copies of files for Owner.

### **3.03 PRECONSTRUCTION MEETING**

- A. Schedule meeting after Notice of Award.
- B. Attendance Required:
  1. Owner.
  2. Landscape Architect.
  3. Contractor.
  4. Major subcontractors.
- C. Agenda:
  1. Execution of Owner-Contractor Agreement.
  2. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
  3. Submission of initial Submittal schedule.
  4. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
  5. Scheduling.
  6. Safety.
- D. Record minutes and distribute copies within two days after meeting to participants, with copies to Landscape Architect, Owner, participants, and those affected by decisions made.

### **3.04 PROGRESS MEETINGS**

- A. Schedule and administer meetings throughout progress of the work at maximum bi-monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required:
  1. Contractor.
  2. Owner.
  3. Landscape Architect.
  4. Contractor's superintendent.
  5. Major subcontractors.
- D. Agenda:
  1. Review of work progress.
  2. Field observations, problems, and decisions.
  3. Review of submittals schedule and status of submittals.
  4. Review of RFIs log and status of responses.
  5. Maintenance of progress schedule.
  6. Planned progress during succeeding work period.
  7. Maintenance of quality and work standards.
  8. Other business relating to work.
- E. Record minutes and distribute copies within two days after meeting to participants, with copies to Landscape Architect, Owner, participants, and those affected by decisions made.

### **3.05 CONSTRUCTION PROGRESS SCHEDULE**

- A. 5 calendar days prior to the Preconstruction meeting submit a project schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.

- B. If preliminary schedule requires revision after review, submit revised schedule within 5 calendar days days.

### **3.06 PROGRESS PHOTOGRAPHS**

- A. Submit new photographs at least once a month, within 3 days after being taken.
- B. Photography Type: Digital; electronic files.
- C. Provide photographs of site and construction throughout progress of work produced by an experienced photographer, acceptable to Landscape Architect.
- D. In addition to periodic, recurring views, take photographs of each of the following events:
  - 1. Completion of site clearing.
  - 2. Excavations in progress.
  - 3. Foundations in progress and upon completion.
  - 4. Structural framing in progress and upon completion.
  - 5. Final completion, minimum of ten (10) photos.
- E. Views:
  - 1. Provide non-aerial photographs from four cardinal views at each specified time, until date of Substantial Completion.
  - 2. Consult with Landscape Architect for instructions on views required.
  - 3. Provide factual presentation.
  - 4. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.
- F. Digital Photographs: 24 bit color, minimum resolution of 1024 by 768, in JPG format; provide files unaltered by photo editing software.
  - 1. Delivery Medium: project webiste.
  - 2. File Naming: Include project identification, date and time of view, and view identification.

### **3.07 REQUESTS FOR INFORMATION (RFI)**

- A. Definition: A request seeking one of the following:
  - 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
  - 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.
- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
  - 1. Prepare in a format and with content acceptable to Owner.
    - a. Use Confluence Form K301 - Request for Information (RFI).
  - 2. Prepare using software provided by the Electronic Document Submittal Service.
  - 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
  - 1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
  - 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
    - a. Approval of submittals (use procedures specified elsewhere in this section).
    - b. Approval of substitutions.
    - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).

- d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
  - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Landscape Architect, and any of its consultants, due to processing of such RFIs.
- E. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- F. RFI Log: Prepare and maintain a tabular log of RFIs for the duration of the project.
- G. Review Time: Landscape Architect will respond and return RFIs to Contractor within seven calendar days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.

### **3.08 SUBMITTAL SCHEDULE**

- A. Submit to Landscape Architect for review a schedule for submittals in tabular format.
  1. Format schedule to allow tracking of status of submittals throughout duration of construction.

### **3.09 SUBMITTALS FOR REVIEW**

- A. When the following are specified in individual sections, submit them for review:
  1. Product data.
  2. Shop drawings.
  3. Samples for selection.
  4. Samples for verification.
- B. Submit to Landscape Architect for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below.

### **3.10 SUBMITTALS FOR INFORMATION**

- A. When the following are specified in individual sections, submit them for information:
  1. Design data.
  2. Certificates.
  3. Test reports.
  4. Inspection reports.
  5. Manufacturer's instructions.
  6. Manufacturer's field reports.
  7. Other types indicated.
- B. Submit for Landscape Architect's knowledge as contract administrator or for Owner.

### **3.11 SUBMITTALS FOR PROJECT CLOSEOUT**

- A. Submit Correction Punch List for Substantial Completion.

- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 017000 - Execution and Closeout Requirements.
  - 1. Project record documents.
  - 2. Operation and maintenance data.
  - 3. Warranties.
  - 4. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

### **3.12 NUMBER OF COPIES OF SUBMITTALS**

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Landscape Architect.
  - 1. After review, produce duplicates.
  - 2. Retained samples will not be returned to Contractor unless specifically so stated.

### **3.13 SUBMITTAL PROCEDURES**

- A. General Requirements:
  - 1. Use a single transmittal for related items.
  - 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
  - 3. Transmit using approved form.
    - a. Use Contractor's form, subject to prior approval by Landscape Architect.
  - 4. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
    - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.
  - 5. Schedule submittals to expedite the Project, and coordinate submission of related items.
    - a. For each submittal for review, allow 10 calendar days excluding delivery time to and from the Contractor.
    - b. For sequential reviews involving Landscape Architect's consultants, Owner, or another affected party, allow an additional 5 calendar days.
  - 6. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
- B. Product Data Procedures:
  - 1. Submit only information required by individual specification sections.
  - 2. Collect required information into a single submittal.
  - 3. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
  - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
  - 2. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
  - 1. Transmit related items together as single package.
  - 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.

### **3.14 SUBMITTAL REVIEW**

- A. Submittals for Review: Landscape Architect will review each submittal, and approve, or take other appropriate action.

- B. Submittals for Information: Landscape Architect will acknowledge receipt and review. See below for actions to be taken.
- C. Landscape Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
- D. Landscape Architect's and consultants' actions on items submitted for review:
  - 1. Authorizing purchasing, fabrication, delivery, and installation:
    - a. "No Exceptions Taken", or language with same legal meaning.
    - b. "Make Corrections as Notes - No Resubmittal Required", or language with same legal meaning.
      - 1) At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
    - c. "Make Corrections as Notes - Submit Corrected Copy", or language with same legal meaning.
      - 1) Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
      - 2) Non-responsive resubmittals may be rejected.
  - 2. Not Authorizing fabrication, delivery, and installation:
    - a. "Revise and Resubmit".
      - 1) Resubmit revised item, with review notations acknowledged and incorporated.
      - 2) Non-responsive resubmittals may be rejected.
    - b. "Rejected".
      - 1) Submit item complying with requirements of Contract Documents.
- E. Landscape Architect's and consultants' actions on items submitted for information:
  - 1. Items for which no action was taken:
    - a. "Received" - to notify the Contractor that the submittal has been received for record only.
  - 2. Items for which action was taken:
    - a. "Reviewed" - no further action is required from Contractor.

**SECTION 014000  
QUALITY REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals.
- B. Quality assurance.
- C. References and standards.
- D. Testing and inspection agencies and services.
- E. Control of installation.
- F. Mock-ups.
- G. Tolerances.
- H. Defect Assessment.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Submittal procedures.

**1.03 REFERENCE STANDARDS**

- A. IAS AC89 - Accreditation Criteria for Testing Laboratories; 2021.

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Landscape Architect, in quantities specified for Product Data.
  - 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- D. Erection Drawings: Submit drawings for Landscape Architect's benefit as contract administrator or for Owner.
  - 1. Submit for information for the limited purpose of assessing compliance with information given and the design concept expressed in the Contract Documents.

**1.05 QUALITY ASSURANCE**

- A. Designer Qualifications: Where professional engineering design services and design data submittals are specifically required of Contractor by Contract Documents, provide services of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.

**1.06 REFERENCES AND STANDARDS**

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Comply with reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.

- E. Should specified reference standards conflict with Contract Documents, request clarification from Landscape Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Landscape Architect shall be altered from Contract Documents by mention or inference otherwise in any reference document.

### **1.07 TESTING AND INSPECTION AGENCIES AND SERVICES**

- A. Contractor shall employ and pay for services of an independent testing agency to perform other specified testing.
- B. Employment of agency in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. Contractor Employed Agency:
  - 1. Laboratory Qualifications: Accredited by IAS according to IAS AC89.
  - 2. Laboratory: Authorized to operate in the State in which the Project is located.

## **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 CONTROL OF INSTALLATION**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Landscape Architect before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

### **3.02 MOCK-UPS**

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Landscape Architect will use to judge the Work.
- C. Integrated Exterior Mock-ups: Construct integrated exterior mock-up as indicated on drawings. Coordinate installation of exterior envelope materials and products as required in individual Specification Sections. Provide adequate supporting structure for mock-up materials as necessary.
- D. Notify Landscape Architect and Owner Consultant three working days in advance of dates and times when mock-ups will be constructed.
- E. Provide supervisory personnel who will oversee mock-up construction. Provide workers that will be employed during the construction at Project.
- F. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.

- G. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- H. Landscape Architect will use accepted mock-ups as a comparison standard for the remaining Work.

### **3.03 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Landscape Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

### **3.04 TESTING AND INSPECTION**

- A. See individual specification sections for testing and inspection required.
- B. Testing Agency Duties:
  - 1. Test samples of mixes submitted by Contractor.
  - 2. Provide qualified personnel at site. Cooperate with Landscape Architect and Contractor in performance of services.
  - 3. Perform specified sampling and testing of products in accordance with specified standards.
  - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
  - 5. Promptly notify Landscape Architect and Contractor of observed irregularities or non-compliance of Work or products.
  - 6. Perform additional tests and inspections required by Landscape Architect.
  - 7. Submit reports of all tests/inspections specified.
- C. Limits on Testing/Inspection Agency Authority:
  - 1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
  - 2. Agency may not approve or accept any portion of the Work.
  - 3. Agency may not assume any duties of Contractor.
  - 4. Agency has no authority to stop the Work.
- D. Contractor Responsibilities:
  - 1. Deliver to agency at designated location, adequate samples of materials proposed to be used that require testing, along with proposed mix designs.
  - 2. Cooperate with laboratory personnel, and provide access to the Work and to manufacturers' facilities.
  - 3. Provide incidental labor and facilities:
    - a. To provide access to Work to be tested/inspected.
    - b. To obtain and handle samples at the site or at source of Products to be tested/inspected.
    - c. To facilitate tests/inspections.
    - d. To provide storage and curing of test samples.
  - 4. Notify Landscape Architect and laboratory 24 hours prior to expected time for operations requiring testing/inspection services.
  - 5. Employ services of an independent qualified testing laboratory and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
  - 6. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.
- E. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Landscape Architect.
- F. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.



**3.05 DEFECT ASSESSMENT**

- A. Replace Work or portions of the Work not complying with specified requirements.
- B. If, in the opinion of Owner, it is not practical to remove and replace the work, Owner will direct an appropriate remedy or deduct adjustment of payment.

**SECTION 015000  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Temporary utilities.
- B. Temporary telecommunications services.
- C. Temporary sanitary facilities.
- D. Temporary Controls: Barriers, enclosures, and fencing.
- E. Security requirements.
- F. Vehicular access and parking.
- G. Waste removal facilities and services.
- H. Project identification sign.
- I. Field offices.

**1.02 RELATED REQUIREMENTS**

**1.03 TEMPORARY UTILITIES**

- A. Provide and pay for all electrical power, lighting, water, heating and cooling, and ventilation required for construction purposes.
- B. New permanent facilities may be used.

**1.04 TELECOMMUNICATIONS SERVICES**

- A. Provide equivalent equipment and connections for Contractor's field office.
- B. Telecommunications services shall include:
  - 1. Internet Connections: using minimum of one; 100 mbps download/50 mbps upload modem or faster.

**1.05 TEMPORARY SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures at Contractor's cost. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

**1.06 BARRIERS**

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

**1.07 FENCING**

- A. Construction: Commercial grade chain link fence.

**1.08 SECURITY**

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

**1.09 VEHICULAR ACCESS AND PARKING**

- A. Coordinate access and haul routes with Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

**1.10 WASTE REMOVAL**

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.
- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

**1.11 PROJECT IDENTIFICATION**

- A. Provide project identification sign of design, construction, and location approved by Owner.
- B. No other signs are allowed without Owner permission except those required by law.

**1.12 FIELD OFFICES**

- A. Office: Weathertight, with lighting, electrical outlets, heating, cooling equipment, and equipped with sturdy furniture, drawing rack, and drawing display table, and computer/monitor (and related equipment) for A/V telecommunication such as Zoom meetings.
- B. Provide space for Project meetings, with table and chairs to accommodate 8 persons.
- C. Locate offices a minimum distance of 30 feet from existing and new structures.

**1.13 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore new permanent facilities used during construction to specified condition.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**SECTION 015639  
TREE RETENTION AND PROTECTION**

**PART 1 GENERAL**

**1.01 RELATED DOCUMENTS**

- A. The General Contract Conditions, Drawings, and Division - 1 Specification sections apply to Work of this section.

**1.02 SUMMARY**

- A. The work of this section consists of retention and protection of trees during the construction of the project.
- B. Tree Protection Fence, construction in tree protection zones, and root cutting.
- C. Injuries to Existing Plants - Damage Penalties and Fines.

**1.03 GENERAL REQUIREMENT**

- A. There should be supervision of field crews by the City Forestry Staff or Project Landscape Architect during the critical phases of the project that affect protected plants: for example, construction of new curb or sidewalk in tree protection areas.
- B. If it appears that the completion of the construction may cause damage to the branches of any tree, the Contractor shall contact the City Forester's Office. The Forester will make a determination as to whether such damage is eminent.
- C. To prevent or minimize soil compaction, designated routes for equipment and foot traffic by work crews shall be determined prior to commencing construction activities, and shall be indicated in the tree protection plan to be submitted by Contractor. These routes shall be marked at the site, prior to commencement of construction, with tree protection fencing and signage as specified in Paragraphs 3.6 and 3.7 of this section. A Tree Protection Plan shall be submitted and approved.
- D. Motorized equipment and trailers, including tractors, bobcats, bulldozers, trackhoes, trucks, cars, and carts shall not be allowed access within tree protection areas. Should access be necessary within designated tree protection areas, the existing grade shall be covered with six (6) to eight (8) inches of wood mulch to help distribute the weight of equipment and to minimize soil compaction and rutting. Plywood and/or mulch is not acceptable bridging material for driving over exposed tree roots. Exposed tree roots shall not be driven over. The City Forester or Project Landscape Architect shall be notified and shall approve of the access and driving surface prior to its use.
- E. Materials and supplies shall not be stockpiled or stored within the tree protection area. Should temporary storage be necessary within designated tree protection areas, the existing grade shall be covered with double, overlapping sheets of ¾ inch thick plywood, or six (6) to eight (8) inches of wood mulch to help distribute the weight of materials or supplies and to minimize soil compaction.
- F. Under no circumstances shall any objects or materials be leaned against or supported by a tree's trunk, branches, or exposed roots. The attachment or installation to trees of any sign, cable, wire, nail, swing, or any other material that is not needed to help support the natural structure of the tree is prohibited. Standard arboricultural techniques such as bracing or cabling that are performed by professional arborists are acceptable upon approval by the City Forester or Project Landscape Architect.
- G. Appropriate tree pruning and/or removal permits must be secured prior to beginning work.

**1.04 DEFINITIONS**

- A. Tree Protection Area: Generally, a tree protection area should consist of the ground encompassing from 1.5 (minimum) to 2.0 times the distance between the trunk and dripline, or one linear foot away from the trunk base for every inch diameter of the trunk, whichever is greater. (See section below). Areas of ground covered by pavement, buildings, or other

permanent structures where the presence of roots is minimal or negligible, are excluded. The area under or within the tree's dripline is also referred to as the "Critical Root Zone" (see below).

1. With groups of trees or where an array effect is present, there may be discontinuous (non-overlapping) perimeters of tree protection areas, which result in difficult to maintain or ineffective tree protection fencing. In these cases, even though tree protection areas do not overlap, they should be treated as though they do if the distance between the perimeters of such areas is less than thirty (30) feet. In effect, this will artificially enlarge the area of tree protection, but will result in a more clearly defined, manageable area.
- B. Dripline: The outermost edge of the tree's canopy or branch spread. The area within a tree's dripline is all the ground under the total branch spread.
- C. Critical Root Zone: Generally, all of the ground area included in the dripline.
- D. Diameter (Caliper): The size (in inches) of a tree's trunk is measured at:
  1. six (6) inches above grade for trunk diameters up to and including four (4) inches;
  2. twelve (12) inches above grade for trunk diameters from four (4) inches up to and including eight (8) inches; and
  3. four and a half (4½) feet above grade for trunk diameters greater than eight (8) inches; in accordance with guidelines established in the "Guide for Plant Appraisal". All measurements should be rounded to the nearest inch.
- E. High-Value Shrub: Any specimen shrub with an appraised value of \$100.00 or more.
- F. Injury: Any action or inaction resulting in physical damage to shrub/trees, including but not limited to:
  1. Root Damage: Cutting, tearing, or crushing of roots larger than 2 inches in diameter, or exposure of roots for an extended period without proper protection
  2. Trunk Damage: Wounds, abrasions, or penetration of the tree trunk caused by equipment, materials, or construction activities
  3. Canopy Damage: Breaking, tearing, or improper pruning of branches within the tree canopy
  4. Soil Compaction: Compaction of the soil within the critical root zone, which can restrict water and nutrient absorption, including the storage of materials or equipment in the critical root zone.
  5. Chemical Damage: Spillage of hazardous substances such as concrete slurry, oils, or other chemicals that can contaminate soil or harm tree health
  6. Support Damage: Leaning objects against the tree or attaching items like signs, cables, or wires that are not part of approved arboricultural practices.

#### **1.05 REFERENCE STANDARDS AND GUIDELINES:**

- A. Contractor shall comply with applicable requirements and recommendations of the most current versions of the following standards and guidelines. Where these conflict with other specified requirements, the more restrictive requirements shall govern.
  1. ANSI Z133.1-1988: American National Standard for Tree Care Operations
  2. ANSI A300-1994: Standard Practices for Trees, Shrubs and Other Woody Plant Materials
  3. NATIONAL ARBORIST ASSOCIATION STANDARDS: Pruning, Cabling and Bracing, Fertilization
  4. GUIDE FOR PLANT APPRAISAL-8TH EDITION: Authored by the Council of Tree and Landscape Appraisers; published by the International Society of Arboriculture

#### **1.06 REFERENCE STANDARDS**

- A. ANSI Z133.1 - American National Standard for Arboricultural Operations - Safety Requirements; 2017.

#### **PART 2 - PRODUCTS - NOT APPLICABLE**

#### **PART 3 - EXECUTION**

### **3.01 CONSTRUCTION REQUIREMENTS**

- A. This section provides standards and guidelines for the retention and protection of trees and high-value shrubs for any proposed public works or construction project.

### **3.02 DEMOLITION OF EXISTING CONCRETE NEAR PROTECTED PLANTS:**

- A. Caution should be used during removal of existing street, curb, gutter, sidewalk, drain inlets, and other concrete and asphalt demolition, to minimize injury to tree root systems. The following procedures should be used when removing existing concrete.
- B. Breaking of the existing concrete and asphalt for removal should be done in a manner that will minimize ground disturbance and vibration.
- C. Curbs and sidewalks within designated tree protection areas and critical root zones shall be removed by hand. When removing existing sidewalks and curbs, care should be taken to avoid injury to roots located under, over, or adjacent to paved surfaces.
- D. Roots and root-trunk flares growing over curbs should not be injured during breaking of curbs and removal of debris. Wood and bark tissues shall not be injured by striking tissues with equipment.
- E. During the removal of concrete, all root systems and soil areas exposed shall not be disturbed.
- F. Motorized equipment and trailers, including tractors, Bobcats, bulldozers, trackhoes, trucks, cars, and carts are to be limited to access on the existing paved street only. Access is not allowed behind the curb within tree protection areas.
- G. Should access be necessary within designated tree protection areas, the existing grade shall be covered with double, overlapping sheets of  $\frac{3}{4}$  inch thick plywood, or six (6) to eight (8) inches of wood mulch to help distribute the weight of equipment and to minimize soil compaction and rutting. Plywood and/or mulch is not acceptable bridging material for driving over exposed tree roots. Exposed tree roots shall not be driven over. The City Forester or Project Landscape Architect shall be notified and shall approve of the access and driving surface prior to its use.

### **3.03 CONSTRUCTION OF SIDEWALKS, CURBS, CONCRETE, ASPHALT PAVING AND DRAINAGE INLETS NEAR PROTECTED PLANTS:**

- A. The following procedures shall be used when constructing sidewalks, curbs, concrete, asphalt paving, and drainage inlets.
  - 1. Keep all materials and equipment within the street bounded by existing curbs.
  - 2. Protect exposed roots from contamination by stabilization materials and concrete.
  - 3. Locate concrete washout areas away from roots and tree protection areas.
  - 4. When excavating for the construction of inlets, excavated soil shall be deposited in trucks and hauled off or deposited temporarily on  $\frac{3}{4}$  inch thick plywood outside the critical root zone. Excavated and fill soil shall not be deposited, even temporarily, on unprotected natural grade.
  - 5. After proper pruning, as needed, cover exposed roots within thirty (30) minutes to minimize desiccation. Roots may be covered with soil, mulch, or moistened burlap (7 ounce or equivalent), and shall be kept moist during the period until the final grade is established.
  - 6. Where possible, sidewalks should be raised, narrowed, curbed, or relocated to prevent cutting and removing major roots (e.g. roots greater than three inches in diameter).
  - 7. Place a sheet of six (6) mil or thicker plastic over the grade within affected portions of tree protection areas prior to pouring concrete sidewalks, curbs, inlets, ramps, and driveway approaches. The plastic will assist in providing a non-leaching barrier between the concrete, soil and roots.
  - 8. Construct new sidewalks on, or above, the existing grade instead of excavating into root zones. The new grade shall not interfere with sheet-flow drainage.
  - 9. Limit grading to a maximum of two (2) inches of fill over natural grade within critical root zones. Fill should consist of sandy loam topsoil. Clay soils shall not be used as fill.

When using fill soil, the existing surface to receive fill should be scarified prior to filling. Any filling operation should not occur during water saturated soil conditions.

10. Existing soil may be used as a form for back of curb and gutter, with or without the use of a thin masonite-type form, although a masonite form is preferred. This will minimize excavation in the critical root zone and prevent undue injury to the roots. This method is unnecessary in areas outside the critical root zone. Place a layer of Typar BioBarrier between the curb and tree roots to help inhibit root growth that may exploit small cracks in the curb. Where appropriate, use curbs with discontinuous footings to maintain natural grade near the base of trees adjacent to the curbing, and to minimize injury to roots and root flares.
11. Provide for easy concrete removal and replacement where an obvious raised root may cause sidewalk cracking in the future. This can be accomplished by installing an expansion joint on either side of the root or by etching the concrete on either side of the root to allow that particular section to be broken out and replaced. Compaction rating for the replacement walkway should not exceed 80% Proctor density. Tree roots will continue to slowly add girth every year; therefore, the base material needs to be malleable (e.g. suitable subgrade aggregates, crushed granite, or compacted sand) to prevent a fulcrum or pressure point which can crack or heave the walkway.
12. Where appropriate, and under the direction of the City Forester or Project Landscape Architect, root restricting barriers can be installed with a minimal amount of disturbance. There are several promising landscape related materials used as barriers to root growth, especially away from sidewalks, curbs and streets. Three such materials are:
  - a. a stiff nylon woven fabric (Q899 nylon fabric with extra firm finish from Jason Mills, Westwood, NJ);
  - b. 14-mesh or smaller copper wire screen; and
  - c. Typar BioBarrier (REEMAY, Inc., Old Hickory, TN). The nylon fabric has holes approximately 1/26th-inch square separated by strands approximately 1/26th-inch thick, with strands fused together. Copper screen has been shown to be effective in controlling seedling root growth. Typar BioBarrier is a commercial product developed specifically to control roots of trees, and consists of a felt-like spun-bounded polypropylene fabric to which polyethylene pellets are attached at one and a half (1½) by one and a half (1½) inch spacing. The pellets are impregnated with the herbicide Trifluralin and release it slowly over time (many years). After a two (2) foot deep, narrow trench is dug adjacent to the curb, sidewalk, or other structure involved, and after any affected roots are properly pruned, the material of choice should be placed against the side of the wall closest to the roots that were severed (side of the wall farthest from the structure being protected). Note: This procedure should not be used if large, existing roots (four (4) inches or larger in diameter) will be severed. The nylon fabric and copper screen will constrict roots to the size of the openings in the material; beyond the constrictions, roots will be greatly stunted except for knobs that form against the barriers. The barrier should be installed at least eighteen (18) to twenty-four (24) inches deep (in a vertical plane).
13. In areas where roots have to be removed for construction of drain inlets, roots shall be severed prior to excavation to eliminate unnecessary tearing of roots by equipment.
  - a. Excavate soil by hand at the construction cut limit to a depth of thirty (30) inches or to the depth of the required root cut, whichever is less.
  - b. Prune roots as specified in Paragraph 3.5 of this section.
  - c. Protect exposed roots as specified in Subparagraph 3.3E of this section.
14. Concrete or chemicals spilled within tree protection areas should be completely removed. Contamination soil shall be completely removed at the time of the spill and removed by hand without disturbance to root systems. Appropriate soil should be added as necessary to restore the grade.

### **3.04 IRRIGATION OR UTILITY INSTALLATION NEAR PROTECTED PLANTS:**

- A. PROTECTION OF TREES AND HIGH-VALUE SHRUBS: Contractor shall protect all trees and high-value shrubs from injury due to irrigation related work. All injuries to trees and high-value shrubs shall be mitigated to the satisfaction of the Owner, and, if appropriate in accordance with guidelines established in the "Guide for Plant Appraisal". All costs of such mitigating shall be charged to and paid by the Contractor. See Paragraph 3.9 of this section for definition of high value.
  - 1. All irrigation lines shall be indicated on construction plans and pre-approved by the City Forester or Project Landscape Architect. Unless absolutely necessary, no irrigation lines shall be located within 10 feet of any existing tree trunk. (See following paragraphs).
- B. EXISTING TREES: The City Forester or Project Landscape Architect shall be notified prior to any trenching or excavation known or suspected to involve cutting of more than:
  - 1. two roots, three inches or more in diameter; and/or
  - 2. four roots between two (2) and three (3) inches in diameter. The City Forester or Project Landscape Architect shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.
- C. All trenching or other work under the dripline of any tree shall be done by hand or by other methods which will prevent breakage or other injury to branches and roots.
- D. Where it is necessary to excavate within the critical root zone of existing trees, contractor shall use all possible care to avoid injury to trees and tree roots. Excavation, in areas where two (2) inch diameter and larger roots occur, shall be done by hand with approved hand tools. Where possible, tree roots two (2) inches or larger in diameter shall be tunneled or bored under and shall be covered with moistened burlap to prevent excessive drying.
- E. Wherever a trenching machine exposes roots smaller than two (2) inches in diameter, such roots extending through the trench wall shall be hand pruned (see Paragraph 3.5 of this section). All trenches within critical root zones shall be closed within twelve (12) hours-if this is not possible, the trench walls shall be covered with burlap and kept moistened. Prior to backfilling, Contractor shall contact the City Forester or Project Landscape Architect to inspect the condition and treatment of roots larger than two (2) inches in diameter injured by trenching.
- F. Horizontal directional boring (auger tunneling), rather than open trenching, should be used for irrigation line or other utility installation within one half (½) foot linear distance from the trunk base for every inch of trunk diameter, if root disruption or utility installation occurs on no more than one side of the tree. If trenching or utility installation will occur on two or more sides of a tree trunk (e.g. N,S,E, or W), then horizontal directional boring should be used if line installation is within one (1) foot linear distance from the trunk base for every inch of trunk diameter.

### 3.05 ROOT PRUNING:

- A. Tree roots shall not be pruned or cut unless their removal is unavoidable or absolutely necessary. The City Forester or Project Landscape Architect shall be notified prior to any operation known or suspected to involve cutting of more than:
  - 1. two roots, three (3) inches or more in diameter; and/or
  - 2. four (4) roots between two (2) and three (3) inches in diameter. The City Forester or Project Landscape Architect shall be notified immediately in the event that roots in excess of that described above are cut, torn, ripped, or otherwise injured.
- B. Upon approval by the City Forester, prior to any excavation, removal of sidewalk, or other activity that will result in removal of soil and tree roots, all tree roots within a designated area will be pruned to a depth of fourteen (14) inches. Pruning shall occur with a Dosko Root Pruner, or equivalent, in accessible areas, and by hand in areas inaccessible to the root pruning machine. All other root pruning shall be done by hand with approved tools.
- C. Removal of roots greater than one (1) inch diameter or parts of roots that are injured or diseased should be performed as follows:
  - 1. Preserve the root bark ridge (similar in structure and function to a branch bark ridge). Directional root pruning is the recommendation technique and should be used during hand excavation around tree roots. Roots are similar to branches in their response to



- pruning practices. With directional root pruning, objectionable and severely injured roots are properly cut to a lateral root, if possible, that is growing downward or in a favorable direction.
2. All roots needing to be pruned or removed shall be cut cleanly with sharp hand tools, with oversight by the City Forester or Project Landscape Architect. No wound dressings shall be used.
  3. Recommended root pruning tools:
    - a. Scissor-type lopper.
    - b. Scissor-type pruner.
    - c. Large and small hand saws.
    - d. Wound scribe.
    - e. Trowel or small shovel.
    - f. Garden Fork.
    - g. Hand broom.
- D. Root Pruning Near Sidewalks
1. Root pruning should be done carefully, by hand, to achieve the objective of reducing future sidewalk problems as well as preserving the trees. Removing anchoring roots or causing injuries in anchoring roots and root flares can cause future decay and windthrow hazards. Indiscriminate cutting of vigorous roots results in their resprouting so that several more new roots may grow from the cut end, back under the sidewalk, thereby reducing the time between sidewalk repairs. Roots can be managed in the ground without significant harm to trees, if care is taken to avoid injuries that lead to root and trunk decay.
  2. Directional root pruning is recommended because it considers the tree's response to root pruning and decay. With directional root pruning, roots are cut to a large lateral, if possible, that is growing downward or in a more favorable direction. The pruned root ends will be less likely to resprout, since a large lateral can assume the new terminal role of the root.
  3. Proper removal of selected roots or parts of roots can direct roots away from sidewalks in the future. Procedures for root pruning directly next to sidewalks are as follows:
    - a. Hand dig a trench six (6) to eight (8) inches in depth at the edge of the planting strip and sidewalk.
    - b. Remove all roots less than two (2) inches diameter in this trench back to a desirable lateral root, preserving the root bark ridge. If careful excavation does not reveal a desirable lateral root within twelve (12) inches of the exposed root in question, then the exposed root shall be pruned properly so that a minimal amount of root is removed.
    - c. Small root bundles, the source of future sidewalk problems, should also be removed at this time.
- E. All roots between two (2) and four (4) inches in diameter should be examined by the City Forester or Project Landscape Architect in terms of their role in anchoring the tree.
1. All roots that contribute significantly to anchorage should be preserved. Remove all other roots in this size range to sound, downward growing lateral roots that are at least one half ( $\frac{1}{2}$ ) the size of the root being removed.
  2. All roots larger than four (4) inches in diameter are to be preserved unless their removal is absolutely necessary. Preservation of large roots may require:
    - a. reducing the sidewalk width near the root flare; and/or
    - b. ramping or bridging the sidewalk over the roots to allow for root growth.
- F. Tree guying subsequent to root pruning: Upon review of on-site root pruning and constructing grading limits, the City Forester or Project Landscape Architect shall determine if existing trees subject to root pruning should be guyed or otherwise stabilized. Contractor shall retain a qualified tree service company to complete tree guying and stabilization in accordance with National Arborist Association standards as referenced in Section 5.00.

### **3.06 TREE PROTECTION FENCING:**

- A. Tree protection fencing should be installed two (2) feet behind the existing curb in areas where the street surface will be removed and replaced. Tree protection areas shall be designated on construction documents, and fencing locations should be staked for approval by the Construction Manager and City Forester or Project Landscape Architect.
- B. Tree protection fences should be constructed of one of the following:
  - 1. Galvanized chain-link - six (6) feet in height. Posts should be installed on ten (10) foot centers (maximum), at a depth of three (3) feet minimum. Installation of post shall not result in injury to surface roots or root flares of trees.
  - 2. Colored (orange), molded plastic construction fencing-four (4) feet in height.
- C. Fencing should be installed to completely surround the limits of tree protection areas, and should extend at least ten (10) feet beyond the designated construction limits.
- D. Tree protection fencing shall be installed prior to any site activity and shall remain until its removal is authorized by the City Forester or Project Landscape Architect.

### **3.07 TREE PROTECTION SIGNAGE**

- A. A standard Forestry Tree Protection sign shall be mounted on tree protection fencing at fifty (50) foot intervals warning constructing personnel and the public to keep out of the tree protection areas.

### **3.08 PROJECT SITE MONITORING**

- A. The contractor shall document the tree protection measures weekly by taking photographs that clearly illustrate compliance with established guidelines. These photographs must be organized, dated, and maintained in a record that can be readily accessed for review by the City Forester or Project Consulting Arborist as needed. This documentation process ensures accountability and serves as a visual record of adherence to tree protection protocols throughout the project.

### **3.09 INJURIES TO EXISTING PLANTS - DAMAGE PENALTIES:**

- A. Tree and High-Value Shrub Appraisal: All trees and high-value shrubs will be evaluated and appraised by the City Forester or Project Landscape Architect, and a list of all tree values for the project will be on file in the Construction Manager's office. Any tree or other plant requiring retention or protection that is not on the list shall be appraised by the City Forester or Project Landscape Architect as necessary to comply with this damage penalty.
- B. Documentation for appraisals will consist of:
  - 1. measurement of plant size;
  - 2. identification by common and botanical names;
  - 3. current condition (overall health, injuries, overt hazard status, etc.) and
  - 4. location factors as described in the "Guide for Plant Appraisal". Photographs may be taken of certain trees and shrubs to document debilitating condition factors.
- C. The threshold level for plants to be appraised shall be \$100.00; only those trees and shrubs estimated to have a monetary value greater than \$100.00 shall be appraised.
- D. Trees and other plants designated as requiring retention or protection shall be identified and located on construction plans. Loss of, or partial injury to, any of these plants due to Contractor neglect or improper construction activities will result in a penalty of up to treble (3x) damages of the assessed value of the tree as determined by the City Forester or Project Landscape Architect.
- E. Trees determined as requiring "general protection" or "special protection" in the construction areas and in other key locations should be clearly identified by the City Forester or Project Landscape Architect. Loss or partial injury to any of these trees due to Contractor neglect or improper construction activities will result in a penalty of up to treble damages for the assessed value of the trees as determined by the City Forester or Project Landscape Architect. Injury to a portion of these trees will be assessed by the City Forester or Project Landscape Architect and a corresponding portion of the liquidated damages will be assessed to the Contractor.

- F. A fine of one-thousand dollars (\$1,000.00) will be levied against the Contractor for each incident of construction damage (including construction traffic) within designated tree protection areas. Any fine shall be independent of any applicable damages for the assessed value of the tree or tree part.
- G. Trees or roots visibly and unnecessarily injured will cause the Owner to withhold from the Contractor an assessed amount conforming to the requirements stipulated above, for a period of one full year. After that period the impact of the injury to any tree will be assessed by the City Forester or the Project Landscape Architect.

**3.10 SUBMITTALS:**

- A. Proposed methods, materials, and schedule for root pruning, branch pruning, and other tree maintenance shall be submitted for approval. The City Forester or Project Landscape Architect shall mark the location of root pruning lines in the field prior to the operation. If possible, root pruning should occur between autumnal leaf fall and spring foliation. Root pruning during the growing season shall require approval of the City Forester or Project Landscape Architect.
- B. Weekly reports as required in section 3.08.

**3.11 TREE AND OTHER PLANT MAINTENANCE DURING AND AFTER COMPLETION OF CONSTRUCTION.**

- A. Proper maintenance should include, but without limitation to: structural and remedial pruning; watering; mulching; remediating soil compaction; fertilization; insect and disease control; soil and tissue analysis; aeration; and wound treatment.
- B. The timing duration and frequency of necessary maintenance practices should be determined by the City Forester or Project Landscape Architect, based on factors associated with the site and affected plants.

**SECTION 015713  
TEMPORARY EROSION AND SEDIMENT CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Prevention of erosion due to construction activities.
- B. Prevention of sedimentation of waterways, open drainage ways, and storm and sanitary sewers due to construction activities.
- C. Restoration of areas eroded due to insufficient preventive measures.
- D. Compensation of Owner for fines levied by authorities having jurisdiction due to non-compliance by Contractor.

**1.02 RELATED REQUIREMENTS**

- A. Section 311000 - Site Clearing: Limits on clearing; disposition of vegetative clearing debris.
- B. Section 312200 - Grading: Temporary and permanent grade changes for erosion control.
- C. Section 329219 - Seeding: Permanent turf for erosion control.
- D. Section 329223 - Sodding: Permanent turf for erosion control.
- E. Section 329300 - Plants: Permanent plantings for erosion control.

**1.03 REFERENCE STANDARDS**

- A. ASTM D4355/D4355M - Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture, and Heat in a Xenon Arc-Type Apparatus; 2021.
- B. ASTM D4491/D4491M - Standard Test Methods for Water Permeability of Geotextiles by Permittivity; 2022.
- C. ASTM D4533/D4533M - Standard Test Method for Trapezoid Tearing Strength of Geotextiles; 2015 (Reapproved 2023).
- D. ASTM D4632/D4632M - Standard Test Method for Grab Breaking Load and Elongation of Geotextiles; 2015a (Reapproved 2023).
- E. ASTM D4751 - Standard Test Methods for Determining Apparent Opening Size of a Geotextile; 2021a.
- F. ASTM D4873/D4873M - Standard Guide for Identification, Storage, and Handling of Geosynthetic Rolls and Samples; 2017 (Reapproved 2021).

**1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Within 15 days of Contract approval, submit 1 printed copy and an electronic copy of your SWPPP unless different quantities are ordered at the preconstruction conference. A QSD must be assigned to develop and revise the SWPPP.
  - 1. A QSD must be assigned to perform inspections, testing, sampling and reporting. All work shall be performed in compliance with the State Water Resources Control Board's current Construction General Permit requirements. The contractor is responsible for filing a Notice of Intent (NOI), preparation and submittal of reports and documents and filing a Notice of Termination (NOT).
- C. Certificate: Mill certificate for silt fence fabric attesting that fabric and factory seams comply with specified requirements, signed by legally authorized official of manufacturer; indicate actual minimum average roll values; identify fabric by roll identification numbers.
- D. Inspection Reports: Submit report of each inspection; identify each preventive measure, indicate condition, and specify maintenance or repair required and accomplished.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Mulch: Use one of the following:
  - 1. Straw or hay.
- B. Grass Seed For Temporary Cover: Select a species appropriate to climate, planting season, and intended purpose. If same area will later be planted with permanent vegetation, do not use species known to be excessively competitive or prone to volunteer in subsequent seasons.
- C. Fiber Roll: Premanufactured roll filled with rice or wheat straw, wood excelsior, cotton, or coconut fiber.
  - 1. Cross Sections Acceptable:
    - a. 8 to 10 inches in diameter and at least 1.1 lb/ft
    - b. 10 to 12 inches in diameter and at least 3 lb/ft
  - 2. Bindings: biodegradable jute, sisal, wood fiber, cotton, or coir fiber netting secured tightly at each end.
- D. Fiber Roll Stakes: One of the following, minimum 1.5 feet long:
  - 1. Wood: Minimum dimensions of 1.5 inches wide for flat stakes or 0.75 inches diameter for round stakes.
  - 2. Biodegradable or Composite Stakes: Approved by the project engineer
  - 3. Steel U- or T-section: Minimum mass of 1.33 pounds per linear foot for high-load applications.
- E. Silt Fence Fabric: Polypropylene geotextile resistant to common soil chemicals, mildew, and insects; non-biodegradable; in longest lengths possible; fabric including seams with the following minimum average roll lengths:
  - 1. Average Opening Size: 30 U.S. Std. Sieve, maximum, when tested in accordance with ASTM D4751.
  - 2. Permittivity:  $0.05 \text{ sec}^{-1}$ , minimum, when tested in accordance with ASTM D4491/D4491M.
  - 3. Ultraviolet Resistance: Retaining at least 70 percent of tensile strength, when tested in accordance with ASTM D4355/D4355M after 500 hours exposure.
  - 4. Tensile Strength: 100 pounds-force, minimum, in cross-machine direction; 124 pounds-force, minimum, in machine direction; when tested in accordance with ASTM D4632/D4632M.
  - 5. Elongation: 15 to 30 percent, when tested in accordance with ASTM D4632/D4632M.
  - 6. Tear Strength: 55 pounds-force, minimum, when tested in accordance with ASTM D4533/D4533M.
  - 7. Color: Manufacturer's standard, with embedment and fastener lines preprinted.
- F. Silt Fence Posts: One of the following, minimum 5 feet long:
  - 1. Softwood, 4 by 4 inches in cross section.
  - 2. Hardwood, 2 by 2 inches in cross section.

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Examine site and identify existing features that contribute to erosion resistance; maintain such existing features to greatest extent possible.

#### **3.02 PREPARATION**

- A. Schedule work so that soil surfaces are left exposed for the minimum amount of time.

#### **3.03 SCOPE OF PREVENTIVE MEASURES**

- A. In all cases, if permanent erosion resistant measures have been installed temporary preventive measures are not required.
- B. Construction Entrances: Traffic-bearing aggregate surface.
  - 1. Width: As required; 20 feet, minimum.
  - 2. Length: 50 feet, minimum.

3. Provide at each construction entrance from public right-of-way.
  4. Where necessary to prevent tracking of mud onto right-of-way, provide wheel washing area out of direct traffic lane, with drain into sediment trap or basin.
- C. Linear Sediment Barriers: Made of silt fences.
1. Provide linear sediment barriers:
    - a. Along downhill perimeter edge of disturbed areas, including soil stockpiles.
  2. Space sediment barriers with the following maximum slope length upslope from barrier:
    - a. Slope of Less Than 2 Percent: 100 feet.
    - b. Slope Between 2 and 5 Percent: 75 feet.
    - c. Slope Between 5 and 10 Percent: 50 feet.
    - d. Slope Between 10 and 20 Percent: 25 feet.
    - e. Slope Over 20 Percent: 15 feet.
- D. Storm Drain Curb Inlet Sediment Trap: Protect each curb inlet using one of the following measures:
1. Filter fabric wrapped around hollow concrete blocks blocking entire inlet face area; use one piece of fabric wrapped at least 1-1/2 times around concrete blocks and secured to prevent dislodging; orient cores of blocks so runoff passes into inlet.
  2. Straw bale row blocking entire inlet face area; anchor into pavement.
- E. Storm Drain Drop Inlet Sediment Traps: As detailed on drawings.
- F. Temporary Splash Pads: Stone aggregate over filter fabric; size to suit application; provide at downspout outlets and storm water outlets.
- G. Soil Stockpiles: Protect using one of the following measures:
1. Cover with polyethylene film, secured by placing soil on outer edges.
  2. Cover with mulch at least 4 inches thickness of pine needles, sawdust, bark, wood chips, or shredded leaves, or 6 inches of straw or hay.
- H. Mulching: Use only for areas that may be subjected to erosion for less than 6 months.
- I. Temporary Seeding: Use where temporary vegetated cover is required.

### 3.04 INSTALLATION

- A. Traffic-Bearing Aggregate Surface:
1. Excavate minimum of 6 inches.
  2. Place geotextile fabric full width and length, with minimum 12 inch overlap at joints.
  3. Place and compact at least 6 inches of 1 1/2 to 3 1/2 inch diameter stone.
- B. Silt Fences:
1. Store and handle fabric in accordance with ASTM D4873/D4873M.
  2. Where slope gradient is less than 3:1 or barriers will be in place less than 6 months, use nominal 16 inch high barriers with minimum 36 inch long posts spaced at 6 feet maximum, with fabric embedded at least 4 inches in ground.
  3. Where slope gradient is steeper than 3:1 or barriers will be in place over 6 months, use nominal 28 inch high barriers, minimum 48 inch long posts spaced at 6 feet maximum, with fabric embedded at least 6 inches in ground.
  4. Where slope gradient is steeper than 3:1 and vertical height of slope between barriers is more than 20 feet, use nominal 32 inch high barriers with woven wire reinforcement and steel posts spaced at 4 feet maximum, with fabric embedded at least 6 inches in ground.
  5. Install with top of fabric at nominal height and embedment as specified.
  6. Do not splice fabric width; minimize splices in fabric length; splice at post only, overlapping at least 18 inches, with extra post.
  7. Fasten fabric to wood posts using one of the following:
    - a. Four nails per post with 3/4 inch diameter flat or button head, 1 inch long, and 14 gauge, 0.083 inch shank diameter.

- b. Five staples per post with at least 17 gauge, 0.0453 inch wire, 3/4 inch crown width and 1/2 inch long legs.
  8. Wherever runoff will flow around end of barrier or over the top, provide temporary splash pad or other outlet protection; at such outlets in the run of the barrier, make barrier not more than 12 inches high with post spacing not more than 4 feet.
- C. Fiber Rolls:
  1. Install fiber rolls in continuous rows with ends overlapping by at least 6 inches, ensuring tight connections between rolls..
  2. Place fiber rolls in trenches so that the roll maintains full contact with the ground, preventing gaps underneath.
  3. Embed fiber rolls into the trench so that at least 25%-33% of their diameter is buried.
  4. Secure fiber rolls with wooden stakes driven at least 12 inches into the ground, spaced no more than 4 feet apart
    - a. Drive stakes at both ends of each roll and through overlapped sections to ensure stability
  5. Backfill the trench against the buried portion of the fiber roll using excavated soil, lightly compacted to prevent undercutting.
  6. Inspect the installed fiber rolls for gaps, ensuring continuous contact with the soil and proper stake placement.
- D. Mulching Over Large Areas:
  1. Dry Straw and Hay: Apply 2-1/2 tons per acre; anchor using dull disc harrow or emulsified asphalt applied using same spraying machine at 100 gallons of water per ton of mulch.
- E. Mulching Over Small and Medium Areas:
  1. Dry Straw and Hay: Apply 4 to 6 inches depth.
- F. Temporary Seeding:
  1. When hydraulic seeder is used, seedbed preparation is not required.
  2. When surface soil has been sealed by rainfall or consists of smooth undisturbed cut slopes, and conventional or manual seeding is to be used, prepare seedbed by scarifying sufficiently to allow seed to lodge and germinate.
  3. If temporary mulching was used on planting area but not removed, apply nitrogen fertilizer at 1 pound per 1000 sq ft.
  4. On soils of very low fertility, apply 10-10-10 fertilizer at rate of 12 to 16 pounds per 1000 sq ft.
  5. Incorporate fertilizer into soil before seeding.
  6. Apply seed uniformly; if using drill or cultipacker seeders place seed 1/2 to 1 inch deep.
  7. Irrigate as required to thoroughly wet soil to depth that will ensure germination, without causing runoff or erosion.
  8. Repeat irrigation as required until grass is established.

### 3.05 MAINTENANCE

- A. Inspect preventive measures weekly, within 24 hours after the end of any storm that produces 0.5 inches or more rainfall at the project site, and daily during prolonged rainfall.
- B. Repair deficiencies immediately.
- C. Silt Fences:
  1. Promptly replace fabric that deteriorates unless need for fence has passed.
  2. Remove silt deposits that exceed one-third of the height of the fence.
  3. Repair fences that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- D. Fiber Rolls:
  1. Promptly replace rolls that fall apart or otherwise deteriorate unless need has passed.
  2. Remove silt deposits that exceed one-half of the height of the roll.

- 3. Repair rows that are undercut by runoff or otherwise damaged, whether by runoff or other causes.
- E. Clean out temporary sediment control structures weekly and relocate soil on site.
- F. Place sediment in appropriate locations on site; do not remove from site.

**3.06 CLEAN UP**

- A. Remove temporary measures after permanent measures have been installed, unless permitted to remain by Landscape Architect.
- B. Clean out temporary sediment control structures that are to remain as permanent measures.
- C. Where removal of temporary measures would leave exposed soil, shape surface to an acceptable grade and finish to match adjacent ground surfaces.



**SECTION 015813  
TEMPORARY PROJECT SIGNAGE**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project identification sign.

**PART 2 PRODUCTS**

**2.01 SIGN MATERIALS**

- A. Structure and Framing: New, wood, structurally adequate.

**2.02 PROJECT IDENTIFICATION SIGN**

- A. One painted sign, 48 sq ft area, bottom 6 feet above ground.
- B. Content:
  - 1. Project number, title, logo and name of Owner as indicated on Contract Documents.
  - 2. Names and titles of Landscape Architect and Consultants.
  - 3. Name of Prime Contractor.
- C. Graphic Design, Colors, Style of Lettering: Designated and provided, at the request of Contractor, by Landscape Architect.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. Install project identification sign within 30 days after date fixed by Notice to Proceed.
- B. Erect at location of high public visibility adjacent to main entrance to site.
- C. Install sign surface plumb and level, with butt joints. Anchor securely.

**3.02 MAINTENANCE**

- A. Maintain signs and supports clean, repair deterioration and damage.

**3.03 REMOVAL**

- A. Remove signs, framing, supports, and foundations at completion of Project and restore the area.

**SECTION 017000  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Examination, preparation, and general installation procedures.
- B. Requirements for alterations work, including selective demolition, \_\_\_\_\_.
- C. Pre-installation meetings.
- D. Cutting and patching.
- E. Surveying for laying out the work.
- F. Cleaning and protection.
- G. Starting of systems and equipment.
- H. Demonstration and instruction of Owner personnel.
- I. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- J. General requirements for maintenance service.

**1.02 RELATED REQUIREMENTS**

- A. Section 012500 - Substitution Procedures
- B. Section 014000 - Quality Requirements: Testing and inspection procedures.
- C. Section 015000 - Temporary Facilities and Controls: Temporary exterior enclosures.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Survey work: Submit name, address, and telephone number of Surveyor before starting survey work.
  - 1. On request, submit documentation verifying accuracy of survey work.
  - 2. Submit a copy of site drawing signed by the Land Surveyor, that the elevations and locations of the work are in compliance with Contract Documents.
  - 3. Submit surveys and survey logs for the project record.
- C. Cutting and Patching: Submit written request in advance of cutting or alteration that affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate Contractor.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities.

**1.04 QUALIFICATIONS**

- A. For demolition work, employ a firm specializing in the type of work required.
  - 1. Minimum of three years of documented experience.
- B. For surveying work, employ a land surveyor registered in the State in which the Project is located and acceptable to Landscape Architect. Submit evidence of surveyor's Errors and Omissions insurance coverage in the form of an Insurance Certificate. Employ only individual(s) trained and experienced in collecting and recording accurate data relevant to ongoing construction activities,

**1.05 PROJECT CONDITIONS**

- A. Use of explosives is not permitted.

- B. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- C. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.
- D. Perform dewatering activities, as required, for the duration of the project.
- E. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- F. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- G. Erosion and Sediment Control: Plan and execute work by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas. Prevent erosion and sedimentation.
  - 1. Minimize amount of bare soil exposed at one time.
  - 2. Provide temporary measures such as berms, dikes, and drains, to prevent water flow.
  - 3. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- H. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

#### **1.06 COORDINATION**

- A. Coordinate scheduling, submittals, and work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Notify affected utility companies and comply with their requirements.
- C. Verify that utility requirements and characteristics of new operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Coordinate space requirements, supports, and installation of mechanical and electrical work that are indicated diagrammatically on drawings. Follow routing indicated for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- E. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and clean-up of work of separate sections.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

### **PART 2 PRODUCTS**

#### **2.01 PATCHING MATERIALS**

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.
- C. Product Substitution: For any proposed change in materials, submit request for substitution described in Section 012500 - Substitution Procedures

### **PART 3 EXECUTION**

#### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

### **3.03 PREINSTALLATION MEETINGS**

- A. When required in individual specification sections, convene a preinstallation meeting at the site prior to commencing work of the section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific section.

### **3.04 LAYING OUT THE WORK**

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Landscape Architect of any discrepancies discovered.
- C. Contractor shall locate and protect survey control and reference points.
- D. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Landscape Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:

### **3.05 GENERAL INSTALLATION REQUIREMENTS**

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- D. Make neat transitions between different surfaces, maintaining texture and appearance.

### **3.06 ALTERATIONS**

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
  - 1. Verify that construction and utility arrangements are as indicated.
  - 2. Report discrepancies to Landscape Architect before disturbing existing installation.
  - 3. Beginning of alterations work constitutes acceptance of existing conditions.

- B. Remove existing work as indicated and as required to accomplish new work.
  - 1. Remove items indicated on drawings.
  - 2. Relocate items indicated on drawings.
  - 3. Where new surface finishes are to be applied to existing work, perform removals, patch, and prepare existing surfaces as required to receive new finish; remove existing finish if necessary for successful application of new finish.
  - 4. Where new surface finishes are not specified or indicated, patch holes and damaged surfaces to match adjacent finished surfaces as closely as possible.
- C. Protect existing work to remain.
  - 1. Prevent movement of structure; provide shoring and bracing if necessary.
  - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
  - 3. Repair adjacent construction and finishes damaged during removal work.
- D. Adapt existing work to fit new work: Make as neat and smooth transition as possible.
- E. Patching: Where the existing surface is not indicated to be refinished, patch to match the surface finish that existed prior to cutting. Where the surface is indicated to be refinished, patch so that the substrate is ready for the new finish.
- F. Refinish existing surfaces as indicated:
  - 1. Where rooms or spaces are indicated to be refinished, refinish all visible existing surfaces to remain to the specified condition for each material, with a neat transition to adjacent finishes.
- G. Clean existing systems and equipment.
- H. Remove demolition debris and abandoned items from alterations areas and dispose of off-site; do not burn or bury.
- I. Do not begin new construction in alterations areas before demolition is complete.
- J. Comply with all other applicable requirements of this section.

### **3.07 CUTTING AND PATCHING**

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. See Alterations article above for additional requirements.
- C. Perform whatever cutting and patching is necessary to:
  - 1. Complete the work.
  - 2. Fit products together to integrate with other work.
  - 3. Match work that has been cut to adjacent work.
  - 4. Repair areas adjacent to cuts to required condition.
  - 5. Repair new work damaged by subsequent work.
  - 6. Remove samples of installed work for testing when requested.
  - 7. Remove and replace defective and non-complying work.
- D. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- E. Employ original installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Patching:
  - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
  - 2. Match color, texture, and appearance.

3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

### **3.08 PROGRESS CLEANING**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

### **3.09 PROTECTION OF INSTALLED WORK**

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- E. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

### **3.10 SYSTEM STARTUP**

- A. See Section 13 11 13 - POOL START-UP, MAINTENANCE AND OPERATIONS TRAINING
- B. Coordinate schedule for start-up of various equipment and systems.
- C. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions that may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Verify that wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable Contractor personnel and manufacturer's representative in accordance with manufacturers' instructions.
- G. Submit a written report that equipment or system has been properly installed and is functioning correctly.

### **3.11 DEMONSTRATION AND INSTRUCTION**

- A. See Section 13 11 13 - POOL START-UP, MAINTENANCE AND OPERATIONS TRAINING.
- B. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled time, at equipment location.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Provide a qualified person who is knowledgeable about the Project to perform demonstration and instruction of Owner's personnel.

### **3.12 ADJUSTING**

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Testing, adjusting, and balancing HVAC systems: See Section 230593 - Testing, Adjusting, and Balancing for HVAC.

### **3.13 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Use cleaning materials that are nonhazardous.

- C. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- D. Remove all labels that are not permanent. Do not paint or otherwise cover fire test labels or nameplates on mechanical and electrical equipment.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Clean filters of operating equipment.
- G. Clean debris from roofs, downspouts, area drains, and drainage systems.
- H. Clean site; sweep paved areas, rake clean landscaped surfaces.
- I. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

### **3.14 CLOSEOUT PROCEDURES**

- A. Make submittals that are required by governing or other authorities.
  - 1. Provide copies to Landscape Architect and Owner.
- B. Notify Landscape Architect when work is considered ready for Landscape Architect's Substantial Completion inspection.
- C. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Landscape Architect's Substantial Completion inspection.
- D. Conduct Substantial Completion inspection and create Final Correction Punch List containing Landscape Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Landscape Architect.
- E. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- F. Notify Landscape Architect when work is considered finally complete and ready for Landscape Architect's Substantial Completion final inspection.
- G. Complete items of work determined by Landscape Architect listed in executed Certificate of Substantial Completion.

### **3.15 MAINTENANCE**

- A. Provide service and maintenance of components indicated in specification sections.
- B. Maintenance Period: As indicated in specification sections or, if not indicated, not less than one year from the Date of Substantial Completion or the length of the specified warranty, whichever is longer.
- C. Examine system components at a frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- D. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by the manufacturer of the original component.
- E. Maintenance service shall not be assigned or transferred to any agent or subcontractor without prior written consent of the Owner.

**SECTION 017419  
CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

**PART 1 GENERAL**

**1.01 WASTE MANAGEMENT REQUIREMENTS**

- A. Owner requires that this project generate the least amount of trash and waste possible.
- B. Employ processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination, or other factors.
- C. Minimize trash/waste disposal in landfills; reuse, salvage, or recycle as much waste as economically feasible.
- D. Contractor Reporting Responsibilities: Submit periodic Waste Disposal Reports; report landfill disposal, incineration, recycling, salvage, and reuse regardless of to whom the cost or savings accrues; use the same units of measure on required reports.
- E. Methods of trash/waste disposal that are not acceptable are:
  - 1. Burning on the project site.
  - 2. Burying on the project site.
  - 3. Dumping or burying on other property, public or private.
  - 4. Other illegal dumping or burying.
- F. Regulatory Requirements: Contractor is responsible for knowing and complying with regulatory requirements, including but not limited to Federal, state and local requirements, pertaining to legal disposal of all construction and demolition waste materials.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. Section 015000 - Temporary Facilities and Controls: Additional requirements related to trash/waste collection and removal facilities and services.
- C. Section 017000 - Execution and Closeout Requirements: Trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

**1.03 DEFINITIONS**

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, or the like.
- B. Construction and Demolition Waste: Solid wastes typically including building materials, packaging, trash, debris, and rubble resulting from construction, remodeling, repair and demolition operations.
- C. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity or reactivity.
- D. Nonhazardous: Exhibiting none of the characteristics of hazardous substances, i.e., ignitibility, corrosivity, toxicity, or reactivity.
- E. Nontoxic: Neither immediately poisonous to humans nor poisonous after a long period of exposure.
- F. Recyclable: The ability of a product or material to be recovered at the end of its life cycle and remanufactured into a new product for reuse by others.
- G. Recycle: To remove a waste material from the project site to another site for remanufacture into a new product for reuse by others.
- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Return: To give back reusable items or unused products to vendors for credit.
- J. Reuse: To reuse a construction waste material in some manner on the project site.



- K. Salvage: To remove a waste material from the project site to another site for resale or reuse by others.
- L. Sediment: Soil and other debris that has been eroded and transported by storm or well production run-off water.
- M. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- N. Toxic: Poisonous to humans either immediately or after a long period of exposure.
- O. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- P. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Waste Disposal Reports: Submit at specified intervals, with details of quantities of trash and waste, means of disposal or reuse, and costs; show both totals to date and since last report.
  - 1. Submit updated Report with each Application for Progress Payment; failure to submit Report will delay payment.
  - 2. Submit Report on a form acceptable to Owner.
  - 3. Landfill Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project disposed of in landfills.
    - c. State the identity of landfills, total amount of tipping fees paid to landfill, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 4. Incinerator Disposal: Include the following information:
    - a. Identification of material.
    - b. Amount, in tons or cubic yards, of trash/waste material from the project delivered to incinerators.
    - c. State the identity of incinerators, total amount of fees paid to incinerator, and total disposal cost.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
  - 5. Recycled and Salvaged Materials: Include the following information for each:
    - a. Identification of material, including those retrieved by installer for use on other projects.
    - b. Amount, in tons or cubic yards, date removed from the project site, and receiving party.
    - c. Transportation cost, amount paid or received for the material, and the net total cost or savings of salvage or recycling each material.
    - d. Include manifests, weight tickets, receipts, and invoices as evidence of quantity and cost.
    - e. Certification by receiving party that materials will not be disposed of in landfills or by incineration.
  - 6. Material Reused on Project: Include the following information for each:
    - a. Identification of material and how it was used in the project.
    - b. Amount, in tons or cubic yards.
    - c. Include weight tickets as evidence of quantity.
  - 7. Other Disposal Methods: Include information similar to that described above, as appropriate to disposal method.

#### **PART 2 PRODUCTS - NOT USED**

## **PART 3 EXECUTION**

### **3.01 WASTE MANAGEMENT PROCEDURES**

- A. See Section 013000 for additional requirements for project meetings, reports, submittal procedures, and project documentation.
- B. See Section 015000 for additional requirements related to trash/waste collection and removal facilities and services.
- C. See Section 017000 for trash/waste prevention procedures related to demolition, cutting and patching, installation, protection, and cleaning.

### **3.02 WASTE MANAGEMENT PLAN IMPLEMENTATION**

- A. Manager: Designate an on-site person or persons responsible for instructing workers and overseeing and documenting results of the Waste Management Plan.
- B. Communication: Distribute copies of the Waste Management Plan to job site foreman, each subcontractor, Owner, and Landscape Architect.
- C. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all parties at the appropriate stages of the project.
- D. Meetings: Discuss trash/waste management goals and issues at project meetings.
  - 1. Prebid meeting.
  - 2. Preconstruction meeting.
  - 3. Regular job-site meetings.
- E. Facilities: Provide specific facilities for separation and storage of materials for recycling, salvage, reuse, return, and trash disposal, for use by all contractors and installers.
  - 1. Provide containers as required.
  - 2. Provide adequate space for pick-up and delivery and convenience to subcontractors.
  - 3. Keep recycling and trash/waste bin areas neat and clean and clearly marked in order to avoid contamination of materials.
- F. Hazardous Wastes: Separate, store, and dispose of hazardous wastes according to applicable regulations.
- G. Recycling: Separate, store, protect, and handle at the site identified recyclable waste products in order to prevent contamination of materials and to maximize recyclability of identified materials. Arrange for timely pickups from the site or deliveries to recycling facility in order to prevent contamination of recyclable materials.
- H. Reuse of Materials On-Site: Set aside, sort, and protect separated products in preparation for reuse.
- I. Salvage: Set aside, sort, and protect products to be salvaged for reuse off-site.

**SECTION 017800  
CLOSEOUT SUBMITTALS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Project record documents.
- B. Operation and maintenance data.
- C. Warranties and bonds.

**1.02 RELATED REQUIREMENTS**

- A. Section 013000 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Section 017000 - Execution and Closeout Requirements: Contract closeout procedures.
- C. Individual Product Sections: Specific requirements for operation and maintenance data.
- D. Individual Product Sections: Warranties required for specific products or Work.

**1.03 SUBMITTALS**

- A. Project Record Documents: Submit documents to Landscape Architect with claim for final Application for Payment.
- B. Operation and Maintenance Data:
  - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
  - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Landscape Architect comments. Revise content of all document sets as required prior to final submission.
  - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- C. Warranties and Bonds:
  - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
  - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
  - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION**

**3.01 PROJECT RECORD DOCUMENTS**

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
  - 1. Drawings.
  - 2. Addenda.
  - 3. Change Orders and other modifications to the Contract.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Record Drawings: Legibly mark each item to record actual construction including:
  - 1. Field changes of dimension and detail.
  - 2. Details not on original Contract drawings.

**3.02 OPERATION AND MAINTENANCE DATA**

- A. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- B. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- C. Typed Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

### **3.03 OPERATION AND MAINTENANCE DATA FOR EQUIPMENT AND SYSTEMS**

- A. Where additional instructions are required, beyond the manufacturer's standard printed instructions, have instructions prepared by personnel experienced in the operation and maintenance of the specific products.
- B. Additional Requirements: As specified in individual product specification sections.

### **3.04 ASSEMBLY OF OPERATION AND MAINTENANCE MANUALS**

- A. Assemble operation and maintenance data into durable manuals for Owner's personnel use, with data arranged in the same sequence as, and identified by, the specification sections.
- B. Where systems involve more than one specification section, provide separate tabbed divider for each system.
- C. Binders: Commercial quality, 8-1/2 by 11 inch three D side ring binders with durable plastic covers; 2 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- D. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; identify title of Project; identify subject matter of contents.
- E. Tables of Contents: List every item separated by a divider, using the same identification as on the divider tab; where multiple volumes are required, include all volumes Tables of Contents in each volume, with the current volume clearly identified.
- F. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

### **3.05 WARRANTIES AND BONDS**

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.